



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.clovisca.gov

November 10, 2025

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at www.clovisca.gov/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.clovisca.gov/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:
 - Council Meeting Date
 - Item Number
 - Name
 - Email
 - Comment
- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



SCAN ME

CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE – Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the November 3, 2025, Council Meeting.
2. Administration - Approval – Agreement between the City of Clovis and the Business Organization of Old Town for Fiscal Years 2025-2026 and 2026-2027.
3. Administration - Receive and File – Business Organization of Old Town (BOOT) First Quarter Report, July through September 2025.
4. Planning and Development Services – Approval – Final Acceptance for CIP 23-28 Barstow Avenue Street Improvements, with the final contract cost of \$767,834.84.

5. Planning and Development Services – Approval – Final Acceptance for CIP 24-02 Alluvial Ave Street Improvements, with the final contract cost of \$765,119.74.
6. Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6161 acceptance of public improvements with authorization to record the Notice of Completion, and release of sureties as required, located at the southeast corner of Ashlan Avenue and Thompson Avenue (KB Home South Bay, Inc.).

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

7. Consider Approval – Res. 25-____, Amending the City’s Master Administrative Fee Schedule to include the annual Tobacco Retailers License Fee.

Staff: Sean O'Brien, Police Corporal

Recommendation: Approve

8. Receive and File – Update on the Impact and Enforcement of Short-Term Rentals in Clovis.

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Receive and File

COUNCIL ITEMS

9. Consider Approval – A Request to submit a Letter of Opposition Unless Amended to H.R. 5147 “WIRELESS Leadership Act”; and Authorize the Mayor to sign on behalf of the City of Clovis.

Staff: Andy Haussler, City Manager

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

10. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance, and Scott Cross
Employee Organizations: Clovis Police Officers Association

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Nov. 17, 2025 (Mon.)

Dec. 1, 2025 (Mon.)

Dec. 8, 2025 (Mon.)

Dec. 15, 2025 (Mon.)

CLOVIS CITY COUNCIL MEETING

November 3, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:00**

Flag Salute led by Mayor Pro Tem Pearce

Roll Call: Present: Councilmembers Ashbeck, Basgall, Bessinger, Mayor Pro Tem Pearce
Mayor Mouanoutoua

PRESENTATION – 6:00

6:00 – ITEM 1 - Presentation of Proclamation Honoring MachineHead Brewery for Its Outstanding Achievement at the 2025 Great American Beer Festival.

PUBLIC COMMENTS – 6:09

Mike Carlson, resident, spoke about H.R. 5147 (Wireless Leadership Act) and asked the City of Clovis to review the federal legislation and determine if opposition would protect local property rights and local control.

Dr. Jeni-Ann Kren, resident, spoke about safety concerns on Peach Ave by Garfield / Alta Sierra and requested a lighted crosswalk because kids don't reliably use the existing crosswalks.

Ian Bezmer, resident, spoke about low voltage project permitting and asked the City to consider requiring a simple permit or plan check so licensed contractors are not undercut by unlicensed competitors.

CONSENT CALENDAR – 6:16

Bill Scott, resident, spoke regarding Consent Calendar item 8 expressing concern reclassifying titles and giving additional raises.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

2. Administration - Approval - Minutes from the October 13, 2025, Joint Meeting with CUSD and the October 20, 2025, Council Meeting.
3. Administration – Approval – Approve the Affordable Housing Program Loan Repayment Policies and Procedures Manual for loans made with Local Program Funds.
4. Administration – Approval – HOME First-Time Homebuyer Program Guidelines, and accompanying implementing documents.
5. Administration – Approval – **Res. 25-119**, Authorizing the City of Clovis to Renew participation in the Fresno/Clovis Tourism Business Improvement District (FCTBID).
6. General Services - Approval - Waive the City's Usual Purchasing Requirements and Authorize the City Manager to Approve the Purchase of Four (4) Electric Dodge Ram ProMasters for \$1,361,697.48, Utilizing the California Association for Cooperative

Transportation (CalACT) Competitive Bid Award; and Approval – **Res. 25-120**, Amending the FY 2025-26 General Services Department Transit Fund Budget to Include CMAQ and STA Funding for the Vehicle Purchase.

7. General Services – Approval – Authorize the City Manager to Execute the Second Amendment to Spare Labs, Inc., Agreement for an Amount Not to Exceed \$60,000 to Account for Additional Vehicles on the Spare Platform; and add the Spare One Trip Module for Fixed-Route and Microtransit Service Expansion.
8. General Services – Approval - **Res. 25-121**, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt a Lead Community Service Officer with a Salary Range of \$6,357- \$7,727 per month; and Approval – **Res. 25-122**, Amending the City's FY 2025-26 Position Allocation Plan by adding one (1) Lead Community Service Officer.
9. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Mercedes Trevino.
10. Planning and Development Services – Approval – Final Acceptance for CIP 20-12, Peach and Shepherd Traffic Signal, with a final contract cost of \$757,424.94.
11. Planning and Development Services – Approval – Final Acceptance for CIP 25-03 Peg Bos Plaza Improvements, for a final contract cost of \$149,643.99.
12. Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 5168 acceptance of public improvements with authorization to record the Notice of Completion, and release of sureties as required, located at the southeast corner of Gettysburg Avenue and Locan Avenue (Pulte Group).
13. Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6284, acceptance of public improvements with authorization to record the Notice of Completion, and authorize the release of sureties, located at the southwest area of Teague Avenue and Fowler Avenue (Woodside 06N, LP (Woodside Homes)).
14. Planning and Development Services - Approval – **Res. 25-123**, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.
15. Public Utilities – Approval – Award the Request for Proposals and Approve the Purchase of the Fleet Asset Management Software Five (5) Year Subscription from AssetWorks, Inc. for a Total of \$344,051.37.

PUBLIC HEARINGS – 6:20

6:20 ITEM 16 - Consider Approval - **Res. 25-124**, Resolution of Necessity to determine that public interest and necessity require acquisition of property for public purposes and; authorizing proceedings in eminent domain for property located North of Nees Avenue, West of Armstrong Avenue.

Upon call, there was no public comment.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Ashbeck. Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS – 6:28

6:28 ITEM 17 - Workshop – Presentation on Draft 2025 Water Rate Study Findings.

Brian Wilson, resident, asked what the proposed rate increases translate to per gallon.

Mike Prandini, resident, asked about the City's outreach plans and clarifying how general fund dollars can legally support an enterprise fund.

CITY MANAGER COMMENTS – 7:49

City Manager Haussler highlighted recent Measure Y funded investments in Clovis PD, announced upcoming "Meet with the Mayor and City Manager" dates which may include water rate discussions, noted a December 10th meeting in council chambers regarding possible chamber changes, provided an updated list of council directed items, and clarified the legislation reference H.R. 5147.

COUNCIL COMMENTS – 7:50

There was consensus for staff to bring back an item outlining federal cell tower legislation (H.R. 5147 – Wireless Leadership Act) for Council to consider potential opposition.

CLOSED SESSION – 8:17

Upon call, there was no public comment.

ITEM 18 - GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION ONE POTENTIAL CASE

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

No action taken.

ADJOURNMENT

Mayor Mouanoutoua adjourned the meeting of the Council to November 10, 2025.

Meeting adjourned: 8:50 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 10, 2025

SUBJECT: Administration - Approval – Agreement between the City of Clovis and the Business Organization of Old Town for Fiscal Years 2025-2026 and 2026-2027.

ATTACHMENTS: 1. Proposed Agreement Between City of Clovis and the Business Organization of Old Town for Fiscal Years 2025-2026 and 2026-2027.

RECOMMENDATION

That the City Council approve the request to enter into an agreement between the City of Clovis and Business Organization of Old Town (BOOT).

EXECUTIVE SUMMARY

This agreement will serve as a mechanism for the City of Clovis to process payments to BOOT. This will enable BOOT to continue marketing Old Town as a destination for shopping, dining, and community events.

The amount requested for funding is \$144,000, of which \$72,000 is reflected in the 2025-2026 budget and \$72,000 for fiscal year 2026-2027 which will be recommended to be included in the upcoming budget.

BACKGROUND

Although many shopping areas exist in the City of Clovis, Old Town showcases as a turn-of-the century Central Business District, which reflects the unique diversity and positive image of our community. BOOT represents business owners and operators within Old Town Clovis. The City of Clovis and the former Clovis Community Development Agency has invested a great deal of financial assistance regarding development, sustainability, and marketability of Old Town. In 1992, the Agency expanded its promotion of Old Town through annual contracts with BOOT for the following:

- Old Town attractions (Farmer's Market, Antiques and Collectibles Fairs, Old Town Christmas activities, etc.).
- Multi-media advertising (print, radio, and television) for special events.
- Participation on the Tourism Committee regarding activities and opportunities in Old Town related to the patronage of retail and restaurants.

Attached is the proposed Agreement between the City of Clovis and Business Organization of Old Town for Fiscal Year 2025-2026 and 2026-2027. For performance of services described in Section 2 through 5, the City of Clovis, subject to the terms and conditions of this agreement, wishes to support BOOT by payment of a sum of \$144,000 during the fiscal years 2025-2026 and 2026-2027 on a quarterly basis (\$18,000 per quarter).

FISCAL IMPACT

This funding is included in the City of Clovis 2025-2026 budget, and the second year of funding will be recommended to be approved in the 2026-2027 budget. There are adequate revenues to accommodate this request.

REASON FOR RECOMMENDATION

Approval of this Agreement will allow the City of Clovis to continue its coordinated approach to promote Clovis as an ideal place to conduct business, reside, and promote tourism.

ACTIONS FOLLOWING APPROVAL

Following approval, the City Manager will execute the agreement and it will be administered by staff.

CONFLICT OF INTEREST

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager AM

AGREEMENT BETWEEN THE CITY OF CLOVIS AND THE BUSINESS ORGANIZATION OF OLD TOWN

2025 – 2027 FISCAL YEARS

This AGREEMENT is entered into on _____, 2025 (“Effective Date”), by and between the CITY OF CLOVIS, CALIFORNIA (“CLOVIS”) and THE BUSINESS ORGANIZATION OF OLD TOWN, INC., a California nonprofit mutual benefit corporation (“B.O.O.T.”), pursuant to the following recitals.

RECITALS

WHEREAS, CLOVIS recognizes the significant role Old Town Clovis¹ has played in creating a favorable image for CLOVIS; and

WHEREAS, CLOVIS is committed to advancing economic growth, with Old Town Clovis as a priority to ensure the future and well-being of the entire City of Clovis; and

WHEREAS, CLOVIS has invested considerable time and effort to encourage new business to locate and expand in Old Town Clovis, thereby continuing the economic vitality of the Central Trading district; and

WHEREAS, CLOVIS recognizes the success of Old Town Clovis is dependent on both private and public sector; and

WHEREAS, B.O.O.T. was incorporated in 1989 with the specific purpose to form a business league for the downtown area of the City of Clovis to promote its business and civic activities; and

WHEREAS, B.O.O.T. represents many business owners and operators within the Central Business District of Clovis who will be affected directly or indirectly by future business promotion efforts; and

WHEREAS, CLOVIS seeks to strengthen its support of B.O.O.T.’s purpose and the promotion of Old Town Clovis, thereby assuring its continued influence on economic growth in both Old Town Clovis and the City at large.

NOW, THEREFORE, CLOVIS and B.O.O.T. agree as follows:

1. **Term and Renewal.** The term of this Agreement shall commence on the _____ (Effective Date) and terminate on June 30, 2027. Provided, however, this Agreement shall automatically renew for a subsequent two fiscal year term unless either party provides written notice of non-renewal on or before May 31 of the year of the then current final year of the term. If not terminated as provided herein or notice of non-renewal is not sent on or before May 31 as provided in the preceding sentence, this Agreement shall automatically renew on the same terms and conditions as provided herein except all date references to the 2025-2027 fiscal year shall be of the same day and month for the renewal term.

¹ “Old Town Clovis” is defined in the Bylaws of B.O.O.T. as those businesses and property owners within the defined Downtown Parking and Business Improvement Area “PBIA” boundaries. For purposes of this Agreement, references to “Old Town Clovis” shall be to the boundaries of the PBIA.

2. **Special Events and Tourism.** B.O.O.T. agrees to assist CLOVIS in promoting economic expansion in the City of Clovis by providing the following services to CLOVIS:

- (a) Operate and Maintain Old Town Clovis promotional activity events including, at least, the following events (hereinafter referred to as “Special Events”):
 - 1. Farmers Markets (First Friday in May through last Friday in September)
 - 2. Commodity party nights (i.e., Peach Party, Pistachio Party, etc.), Military Night and other special events built into the Farmers Market footprint.
 - 3. Year-Round Saturday Morning Farmers Market (January-December)
 - 4. Vintage Market & Antique Shows (March)
 - 5. Old Town Christmas Activities (November and December)
 - 6. One Enchanted Evening (November)
 - 7. Wine Walk (May)
 - 8. Craft Beer Crawl (March)
 - 9. Glorious Junk Days (May and September)
 - 10. Old Town Motorama Car Show (May)
 - 11. Old Town Harvest Car Show (October)
 - 12. WalktoberFest (October)
 - 13. Old Town Harvest Festival/Trunk or Treat (October)
 - 14. Horse Carriage Rides (starting Saturday after Thanksgiving through the Sunday before Christmas). Maintain marketing strategies and advertising techniques to position the image of Clovis through Old Town Clovis’ unique character.
- (b) B.O.O.T. agrees to obey all laws and adhere to all rules, regulations, policies, and procedures during day-to-day operations as well as during special event planning, management, and execution. This includes, but is not limited to, request(s) for street closure, set-up and breakdown of special events, and use of maintenance of CLOVIS equipment, utilities, and resources.
- (c) B.O.O.T. agrees to repair damage to landscape, hardscape, hardware and other City-owned property that occurs as a result of B.O.O.T. Special Events.
- (d) Promote and provide information to merchants of Old Town on activities that are conducted both within Old Town as well as outside of the Old Town area. Information on such activities shall be provided by the Tourism Committee.
- (e) Create additional events and participate on committees as requested.
- (f) B.O.O.T.’s Executive Director, or their designee, who must be a member of B.O.O.T.’s Board of Directors, shall be an active member of the Clovis Tourism Advisory Committee.

3. **Business License.** The parties intend that they will work together toward gaining full compliance of business licenses within the Downtown Parking and Business Improvement Area (“PBIA”) as follows:

- (a) B.O.O.T. shall obtain and maintain in effect at all times during the term of this Agreement, its own annual business license with CLOVIS.
- (b) To ensure collection of business license fees for businesses within the PBIA, B.O.O.T. will notify CLOVIS when a new business moves into Old Town to determine if the business applied for a proper license. Likewise, CLOVIS will alert B.O.O.T. of a new business applying for a license so that B.O.O.T. can send a welcome package to the new business and explain the PBIA and benefits of being in Old Town.
- (c) CLOVIS Business Licensing Division will share reports regarding collection of business license fees for the PBIA with B.O.O.T upon request.

4. **Parking.** B.O.O.T. agrees to make best efforts to inform and educate Old Town businesses about parking in Old Town and the PBIA.

- (a) Parking information and education provided by B.O.O.T. may include providing information by various mediums, at B.O.O.T.’s discretion as to the manner and timing, and including, but not limited to, written communication via email, social media posts, direct mail, or signage at the Special Events.
- (b) Parking information and education shall generally be about and support the importance of Old Town business owners and employees parking in designated areas, freeing up “prime” parking areas for customers and visitors.

5. **Reporting.**

- (a) B.O.O.T. shall submit quarterly status reports to CLOVIS, no later than fifteen (15) days prior to each payment by CLOVIS, detailing the progress of B.O.O.T.’s promotional and marketing activities.
- (b) B.O.O.T. shall obtain an independent third-party audit of B.O.O.T.’s annual financial statements for the calendar year ending December 31, 2026, and the auditor’s report shall be submitted for to CLOVIS no later than June 30, 2027.
- (c) CLOVIS agrees to reimburse B.O.O.T. for the cost of the audit upon receipt and review of the auditor’s report as required above. B.O.O.T. shall provide CLOVIS evidence of payment for auditing services with a paid invoice and copy of payment transaction to be eligible for such reimbursement.
- (d) CLOVIS reserves the right to review, upon reasonable notice, during normal business hours, the financial books, and records of B.O.O.T.’s expenditures related to the Special Events.
- (e) If B.O.O.T. fails to provide the independent auditor’s report of B.O.O.T.’s 2026 financial statements on or before the due date of June 30, 2027, CLOVIS may suspend and withhold the fourth quarter payment of Eighteen Thousand Dollars (\$18,000.00) described below until the auditor’s report is submitted to CLOVIS as required herein.

6. **Consideration.** In consideration of performance of services described in Section 2 through 5, above, CLOVIS agrees to pay B.O.O.T. the total sum of One Hundred and Forty-Four Thousand Dollars (\$144,000) for performing services during the term of this Agreement. Payment shall be made in the following installments no later than fifteen (15) days after the end of the quarter:
 Thirty-Six Thousand Dollars (\$36,000.00) for the quarter ending December 31, 2025;
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending March 31, 2026;
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending June 30, 2026;
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending September 30, 2026;
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending December 31, 2026;
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending March 31, 2027, and
 Eighteen Thousand Dollars (\$18,000.00) for the quarter ending June 30, 2027.
7. **Independent Contractor and Compliance with Laws.** It is understood and agreed that, in the performance of this Agreement, B.O.O.T. is an independent contractor. B.O.O.T. shall purchase and maintain policies of Workers Compensation, State Disability, and other insurance coverage as required by law and shall in all other respects comply with applicable provisions of Federal, State, and local laws, rules, and regulations.
8. **Indemnification.** Except as may be limited by the applicability of Civil Code Section 2782(a), B.O.O.T. shall indemnify, hold harmless and defend CLOVIS, its officers, agents, and employees from all claims for money, damages or other relief arising in any way from the performance of this agreement by B.O.O.T., its officers, agents, members, or employees. B.O.O.T. shall take out and maintain for the full term of this agreement liability insurance providing protection for personal injury, wrongful death, and property damage; such insurance to be in amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and issued by carriers acceptable to CLOVIS. B.O.O.T. shall provide CLOVIS with Certificates of Insurance evidencing such coverage naming CLOVIS and its officers, agents, and employees as "additional insured". In respect to the Special Events undertaken pursuant to Section 1(b) of this agreement, B.O.O.T. shall provide CLOVIS with additional Certificates of Insurance showing CLOVIS, its officers, agents, and employees as additional named insured under the Special Events policy or policies of insurance. All certificates shall show cross liability endorsements. All certificates shall expressly state that the policy or policies may not be terminated, cancelled, or modified without thirty 30 days prior written notice received by CLOVIS at its regular address, 1033 Fifth Street, Clovis, California 93612.
9. **Tax Exempt Status.** B.O.O.T. shall maintain its status as an active nonprofit tax exempt organization during the term of this Agreement.
10. **No Political Purpose.** The funds provided B.O.O.T. by CLOVIS pursuant to this Agreement shall not be directly or indirectly used for any political purpose whatsoever. This prohibition includes, but is not limited to, campaigns, events, promotions, literature, lobbying or other activities for, against or on behalf of any state, local or federal legislation, issue, candidate(s), or action, whether partisan in nature or not.

- 11. Notices.** All notices, demands, and other communications given with respect to this Agreement shall be in writing and shall be given by one of the following methods: (i) personal delivery, in which case the notice, demand or communication will be deemed given on receipt; (ii) by overnight courier or U.S.P.S., in which case notice, demand or communication will be deemed given one business day after deposit for next business day delivery; or (iii) by electronic mail, in which case the notice, demand or communication will be deemed given one business day after being sent.

If to CLOVIS: City of Clovis, California
ATTN: City Manager
1033 Fifth Street
Clovis, CA 93612

If to B.O.O.T.: B.O.O.T.
ATTN: Executive Director
336 Pollasky Ave
Clovis, CA 93612

- 12. Severability.** In the event any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be in any way impaired, and the illegal, invalid, or unenforceable provision shall be fully severed from this Agreement and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.
- 13. Amendments.** Any waiver, amendment, modification, or supplement of or to any term or condition of this Agreement shall be effective only if in writing and signed by all Parties to this Agreement.
- 14. Termination.** This Agreement shall be terminated by the mutual consent in writing of the parties, by insolvency of either party, or in the manner provided in Section 1.
- 15. Counterparts; Electronic Delivery.** This Agreement may be executed and delivered by facsimile, electronic mail, or other electronic means and in any number of copies and counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WHEREFORE, the parties have executed this Agreement, effective as of the Effective Date.

BUSINESS ORGANIZATION OF OLD TOWN,
INC., A California Corporation

Dated: _____

By: _____
Heather Frantzich, Executive Director

Dated: _____

By: _____
Andrew Haussler, City Manager



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 10, 2025

SUBJECT: Administration - Receive and File – Business Organization of Old Town (BOOT) First Quarter Report, July through September 2025.

ATTACHMENTS: 1. Business Organization of Old Town (BOOT) First Quarter Report, July through September 2025.

RECOMMENDATION

That the City Council receive and file the BOOT First Quarter Report, July through September 2025.

EXECUTIVE SUMMARY

According to the 2025–2027 agreement between the City of Clovis and the Business Organization of Old Town, BOOT is to submit quarterly reports to the City Manager and City Council. The amount to be funded is \$18,000.

BACKGROUND

According to the 2025-2027 agreement between the City of Clovis and the Business Organization of Old Town, BOOT is to submit quarterly reports to the City Manager and City Council detailing the progress of BOOT's promotional and marketing activity. Attached, as **Attachment 1**, is the First Quarter Report covering July through September 2025 activities. The amount to be funded is \$18,000.

FISCAL IMPACT

The amount to be funded is \$18,000, which is called out in the 2025-2026 Budget.

REASON FOR RECOMMENDATION

The attached report meets the requirement established in the 2025-2027 agreement between the City of Clovis and the Business Organization of Old Town.

ACTIONS FOLLOWING APPROVAL

Staff will process payment to BOOT.

CONFLICT OF INTEREST

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager AM

Boot Quarterly Report: Quarter 1 (July 1 – September 30th 2025)

In accordance with the Agreement between City of Clovis/community & Economic Development Department and the Business Organization of Old Town Clovis for the fiscal year 2025-2026, the following items have been accomplished to date.

Goal #1:

Maintain a viable organization with membership reflective of the diversity of Old Town Clovis.

Objective:

- To maintain current level of membership and seek new members each year.
- To unite the merchants of Old Town as a group of businesses working together for the betterment of the whole downtown district.

Strategy:

- Provide information on the website about B.O.O.T., B.O.O.T. membership, benefits of membership and application forms year-round.
- Personal visits to businesses in the PBIA to recruit and retain memberships.
- Contact with businesses outside the PBIA to recruit and retain Associate Memberships, AKA "Friends of B.O.O.T."
- Allow members to pay dues monthly, quarterly, or semi-annually based on their finances.
- Create a benefits package to attract both regular and associate members.
- Design benefits that will be exclusive to B.O.O.T. membership.
- Provide information to merchants of Old Town regarding activities conducted in and around Old Town through the BOOT social media accounts, texting & email blasts.
- Communicate information to merchants on activities at the monthly B.O.O.T. membership meetings, texting and through E-Blasts. Post events for all organizations in Clovis on B.O.O.T. Website and ensure that if someone searches for an event, B.O.O.T.'s website is in the top results.
- Plan and post meeting notices via email for monthly B.O.O.T. membership meetings.
- Advertise frequently to promote Old Town Clovis on behalf of all merchants.
- Enhance existing programs to draw more people to Old Town Clovis.

Results:

- A membership and organization characteristic of Old Town Clovis.
- Created a member only page on Facebook to keep the merchants involved and active in our events
- Members are sought throughout the year and new businesses are invited to join.
- Members meet at Jeb's Blueberry Hill bi-monthly on the 1st Wednesday of each month.

- Board of Directors meet monthly at Noon, on the 3rd Wednesday of each month to discuss issues pertinent to the organization.
- Board members represent our diverse merchant groups: office professional, property owners, restaurants, bars, antique, gift, and specialty stores. The 2025 Board of Directors is as follows:

*Cora Shipley, President (through 2026)

* Jennifer Green, Vice President (through 2026)

* Tom Frost, Secretary (through 2025)

* Mark Smith, Treasurer (through 2025)

* Dave Shivers, Director at Large (through 2026)

* Julie Glenn, Director at Large (through 2025)

* Michelle Roth, Director a Large (through 2026)

* The Marketing/Events Committee continue to improve existing events, create new events and activities specifically designed to bring customers directly into the businesses.

Goal #2

Maintain Old Town Clovis' promotional activities

Objective:

- Successfully manage, promote, and operate events in Old Town Clovis, as well as create new events on an ongoing basis that attract visitors to Old Town Clovis. Our Friday Night Farmer's Market started 5/2/25 and ran through 9/26/2025. We had our annual Peach Party on July 18th. We are continuing to hold our weekly Saturday morning Farmer's Market with success and growth. In addition, we had our 5th Annual Military Appreciation Night on September 19th followed by a sold out show with the Glorious Junk Days on September 21st. With the remaining Old Town Harvest Festival along with the Trunk or Treat on October 24th, Walktober Fest on October 18th and Old Town Harvest Car Show on Sunday, October 26th and One Enchanted Evening on November 20th.
- To provide a quality events giving people a reason to visit the downtown district.
- To develop marketing strategies to keep Old Town competitive with malls and other shopping areas.
- To attract customers and visitors, both old and new to the downtown district.
- To present Old Town Clovis as an attractive, appealing, friendly and inviting business community.
- Develop Old Town Bucks which is a "gift card" customers can use at any B.O.O.T. Merchants store.

Strategy:

- Develop, operate, promote, maintain, and pay for events that bring people to Old Town Clovis.
- Establish and maintain events that highlight Old Town Clovis locally, nationally, and internationally.
- Meet all requirements set by City, State and other agencies for activities, events, and attractions.

- Develop new events and activities to help bring visitors to Old Town Clovis while maintaining a safe and inviting atmosphere.
- Create and pay for multi-media advertising campaigns for general advertising such as generic “Shop Local in Old Town Clovis.”
- Continue to evolve events so they continue to attract new people.

Results

- This quarters events included the Year-Round Saturday Morning Farmers Market, Friday Night Farmers Market, Peach Party, Glorious Junk Days and Military Appreciation Night. We also incorporated a theme night at every market this season to help attract more attendance at the Farmers Market which was extremely successful. Unfortunately, we had to cancel 2 markets due to one being on a holiday and the other due to extreme heat advisory. A Full Audit was also performed by Henderson CPA Firm for the year 2024. We received a great report and everything is running smoothly and effectively with the systems and controls that we have in place. We pride ourselves in having a Review Audit for 2023 and a Full Audit for 2024 that passed with flying colors.

Goal #3

Maintain marketing strategies, including safety and appearance and advertising techniques to position the Image of Clovis through Old Town Clovis’ unique character.

Objective:

- Create a broad awareness of Old Town Clovis.
- Establish Old Town Clovis as an immediate, intermediate and end destination.
- Retain the established customer base.
- Reach out to Central California so that more people become aware of what Clovis offers.
- Work with City Officials to maintain a safe, crime free area where people feel safe and like bringing their families to Old Town Clovis.

Strategy:

- Secure multi-media advertising campaigns to promote Old Town Clovis along with event generated promotions
- Submit calendar of events to community and online calendars
- Use Website, Instagram, Pinterest, Facebook to promote Old Town Clovis in general, as well as merchant businesses and specific events.
- Advertise antique events in focused publications that are regional and national in scope for our annual antique events.
- Ongoing outreach to businesses to locate to Old Town Clovis.
- Work with City of Clovis Police Department to create a safe atmosphere in Old Town Clovis.
- Work with City of Clovis staff to create a clean, well-maintained streetscape in Old Town Clovis.

Results:

- We continued to work on traditional TV opportunities with “stories” that were carried by local TV and Radio Social Media and Print.
- Facilitated wide exposure for Old Town Clovis, it’s events, character, and appeal
- Assured Old Town Clovis has a strong presence in local TV, especially during the news hours.
- Stimulated customer and visitor traffic in Old Town Clovis, as evidence by increased number of customers in town for all our events.
- Promoted individual B.O.O.T. Member businesses, created event pages on Facebook & Instagram for upcoming events in Old Town, thereby giving excellent exposure.
- Communicate information to sources essential for tourism opportunities, capturing disposable money from customers who have an option to spend it elsewhere.
- Completed a complete web-site overhaul in March 2021 with new members page, event information, and Old Town Clovis resources.

Goal #4:

Provide information on activities to the Tourism Advisory Committee

Strategy:

- Participate as an active member of the Tourism Advisory Committee -
- Supply the Clovis Visitors Center with Information regarding events, activities and leads for tour groups.
- Provide event information for visitclovis.com
- Actively promote Old Town Clovis and Member Businesses on Facebook, Instagram, Pinterest and B.O.O.T.’s website.

Results:

- Ensured Old Town Clovis is recognized as a tourism destination.
- Businesses in Old Town showcased Old Town as a friendly and inviting throughout the spring and summer months.
- B.O.O.T. works directly with the Visitors Center to be sure they have current event information, including Event Cards with all street events listed.

Goal #5:

Obtain and maintain Workers Compensation, State Disability and Directors and Officers Policy as well as any other insurance coverage as required by law.

Objective:

- Qualify for Workers Compensation, State Disability coverage, General Liability, and all required Insurances.

Strategy:

- To meet all requirements of renewal; indemnify, hold harmless and defend the City of Clovis, Community and Economic Development Department, its officers, agents or employees.
- Submit for renewal Directors and Officers Insurance Policy through Philadelphia Insurance.
- Complete and submit for renewal the State Fund Compensation Insurance Fund policy information update to Valley Regional Insurance Services, Agent Ron Petersen.
- Submit for approval General Liability Insurance through Charity First an "A" rated insurance company through Agent Ron Petersen, Valley Regional Insurance Services.

Results:

- Obtained General Liability Policy coverage period April 21, 2024 to April 21, 2026.
- Employers Policy renewed for period August 1, 2025 to July 31, 2026.
- Directors and Officers Policy will renew for period August 4, 2025 to August 4, 2026.
- Certificates of Insurance with Endorsements provided to the City of Clovis.

Goal #6:

Annual Compliance Audit

Objective

- To successfully complete a compliance audit conducted by an independent auditor - We will be providing a quarterly P&L statement and an annual complete P&L report prepared by Krikorian & Company, 1715 N. Fine Avenue, Fresno, CA 93727.

Strategy:

- Efficiently maintain and preserve all records needed to demonstrate full compliance.

Results:

Financial Status:

- See July financial Statement Attached as prepared by CPA Firm Krikorian & Co.

Summary:

Old Town Clovis plays a significant role in creating a favorable image for the City of Clovis. Growth within Old Town Clovis is one of the more important priorities to ensure the future and well-being of Clovis' Redevelopment Project Area. In order to continue the economic vitality of the central trading district, considerable time and effort has been invested in an effort to encourage new businesses to locate and expand in Old Town Clovis. Old Town Clovis has seen many new businesses come into the area in the past few years and many more that are looking for space.

Updates to the PBIA:

- The Business Organization of Old Town represents many business and property owners and operators, within the central business district, who will be affected directly or indirectly by future business promotion efforts and seeks to strengthen the promotion of Old Town Clovis thereby assuring its continued influence on economic growth in both Old Town Clovis and the City as a whole.
- Garbage and recycling needs must be addressed as more people in Old Town equals more garbage and recycling. Inadequate garbage/recycling cans are having an impact on Old Town.
- There are always changes taking place in Old Town Clovis. The following details most of these changes:
 - **New Businesses within Old Town Clovis:**
 - Together & Co
 - Home Arts Corporation
 - Tete's Kitchen
 - **Business Closures within the PBIA**
 - Brick & Mortar
 - All businesses are open with full capacity
- **Properties that remain vacant:**
 - 339 Pollasky Avenue, the former Quilters Paradise is sitting still – no activity.
 - A Secret Garden Building

Business Organization of Old Town
Profit & Loss
January through July 2025

Jan - Jul 25	
Ordinary Income/Expense	
Income	
Shirt Sales	2,650.00
Wine Shop Sales	1,365.00
Food Vendor Fees	5,260.05
City of Clovis / PBIA Funding	30,000.00
Farmer's Market	57,902.54
FM Annual Membership	15,600.00
Membership	16,740.00
Merchandise Sales	4,236.89
Merchant Fee	3,240.00
Misc. Income	500.00
Sponsorships	39,400.00
Ticket Sales	58,160.00
Vendor Fees	41,920.00
Interest Income	200.73
Rewards & Rebates	275.18
Total Income	277,450.39
Gross Profit	277,450.39
Expense	
Advertising & Marketing	
Event Glasses	5,713.87
Media (Radio, TV)	5,227.00
Signs, Banners, Etc.	4,111.04
Social Media	175.00
Website Update	570.00
Advertising & Marketing - Other	13,907.19
Total Advertising & Marketing	29,704.10
Auto Expense	2,100.00
Bank Fees	184.00
Bucks Merchant Pmts (OTC & Res)	3,600.00
Business License & Taxes	3,046.97
Carriages	0.00
Computer Software	396.94
Depreciation	946.33
Donations	6,150.00
Dues & Subscriptions	11,169.81
Entertainment	7,460.00
Equipment Rentals	4,648.66
FM Theme Nights	412.69
Fee Refunds	135.00
Flowers	215.95
Fuel	1,140.57
Health Insurance	2,800.00
Ice	442.95
Insurance	5,880.70
Interest Expense	3,877.56
Legal & Professional Fees	9,755.00
Meals	308.89
Members Meetings	1,053.20
Merchandise Expense	2,254.01
Merchant Fees	6,670.28
Office Supplies	2,926.00
Outside Services	1,124.00
Payroll Fees	1,495.00
Portable Restroom Rental	737.44
Postage	5.55
Punch Cards	878.48
Reimbursements	203.66

No assurance is provided on these financial statements.

Business Organization of Old Town
Profit & Loss
January through July 2025

	Jan - Jul 25
Rent	
ROU Lease Expense	25,200.00
Rent - Other	0.00
Total Rent	25,200.00
Salaries & Wages	95,537.96
Security	456.00
Street Closure	6,050.00
Supplies	6,042.95
Taxes - Payroll	9,084.10
Telephone	3,313.32
Utilities	2,651.03
Website Maintenance	700.00
Total Expense	260,759.10
Net Ordinary Income	16,691.29
Other Income/Expense	
Other Income	
Gain/Loss on Asset Disposal	-1,661.00
Total Other Income	-1,661.00
Net Other Income	-1,661.00
Net Income	15,030.29

No assurance is provided on these financial statements.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 10, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 23-28 Barstow Avenue Street Improvements, with the final contract cost of \$767,834.84.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

This project involved ±0.5 mile of street improvements on Barstow Avenue, from Sunnyside Avenue to Fowler Avenue. Project improvements included pulverizing in place and replacing existing A.C. pavement; reconstruction of concrete curb return ramps, concrete sidewalk, concrete curb/gutter, and concrete valley gutter; adjustment of existing utility manholes and utility valve boxes to finish grades; replacement of traffic striping, markings and signage, traffic loop detectors; and traffic signal modification.

BACKGROUND

Bids were received on April 15, 2025, and the project was awarded by the City Council to the lowest responsible bidder, Dave Christian Construction Co., Inc., on May 5, 2025. The project was completed in accordance with the construction documents, and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$788,312.00
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	(\$49,658.91)
3.	Contract Change Orders	\$29,181.75

CCO 1 Sink hole/void under roadway	\$1,420.00
CCO 2 Water main break, road repair	\$27,761.75

Final Contract Cost**\$767,834.84**

The cost decrease was due to an overestimation of asphalt concrete for the project quantities.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Dave Christian Construction, Inc., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

CONFLICT OF INTEREST

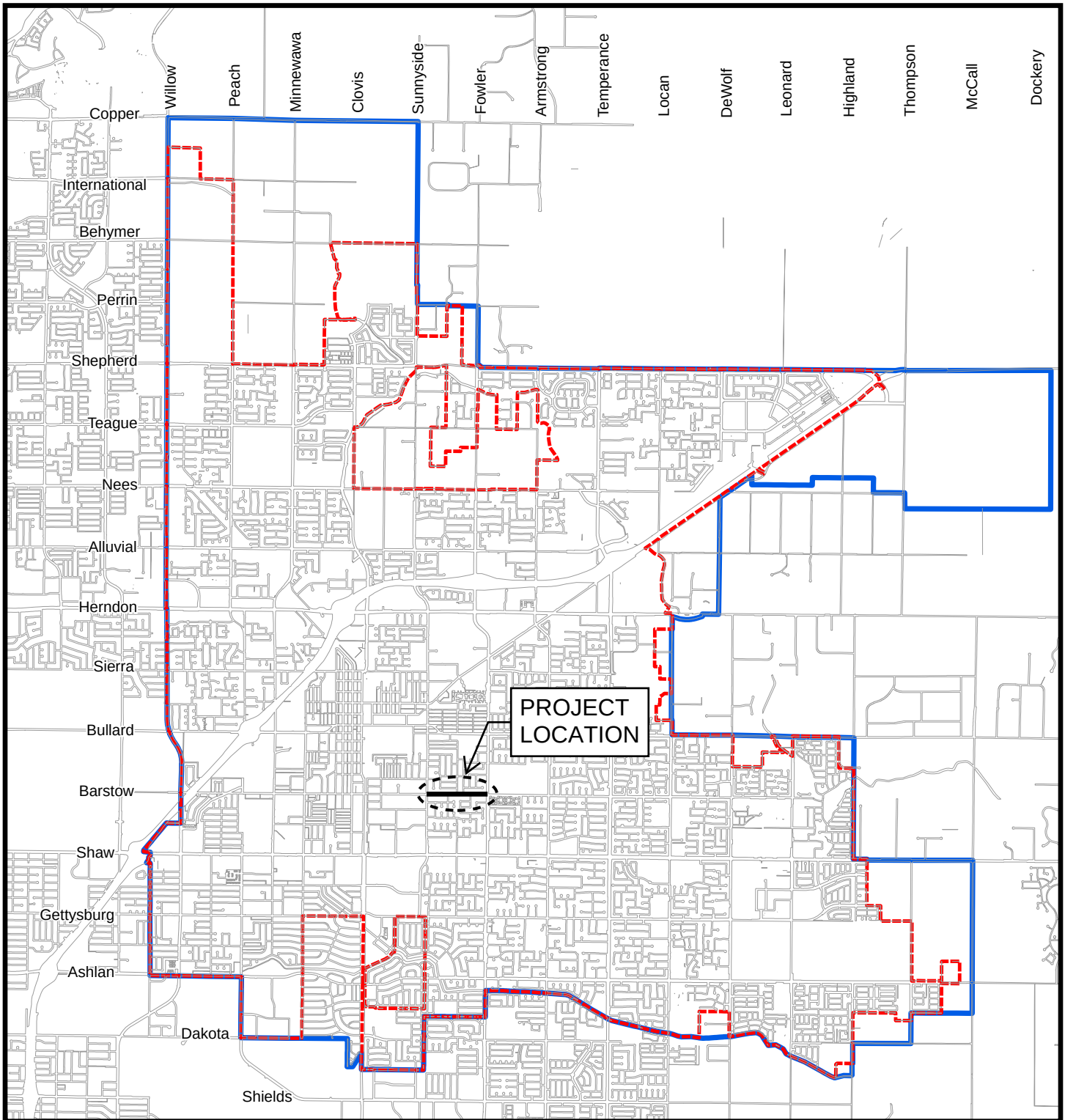
None.

Prepared by: Logan Welch, Engineering Inspector

Reviewed by: City Manager AW

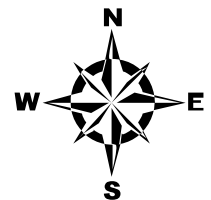
VICINITY MAP

CIP 23-28 Barstow Avenue Street Improvements



ATTACHMENT 1

 CITY LIMITS SPHERE OF INFLUENCE





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 10, 2025

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 24-02 Alluvial Ave Street Improvements, with the final contract cost of \$765,119.74.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

This project involved ± 0.5 miles of street improvements on Alluvial Avenue from Sunnyside Avenue to Fowler Avenue. Project improvements included removing and replacing existing asphalt concrete pavement, replacement of curb returns, adjustments of utility boxes, manholes, and utility valve boxes to finished grade, replacements of traffic striping, markings and signage, traffic signal modification, and reinstallation of traffic loop detectors.

BACKGROUND

Bids were received on April 29, 2025, and the project was awarded by the City Council to the lowest responsible bidder, Dave Christian Construction, Inc., on May 12, 2025. The project was completed in accordance with the construction documents, and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$795,342.75
2. Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	(\$30,223.01)
Final Contract Cost	\$765,119.74

The cost decrease was due to an overestimation of asphalt concrete for the project quantities.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Dave Christian Construction, Inc., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

CONFLICT OF INTEREST

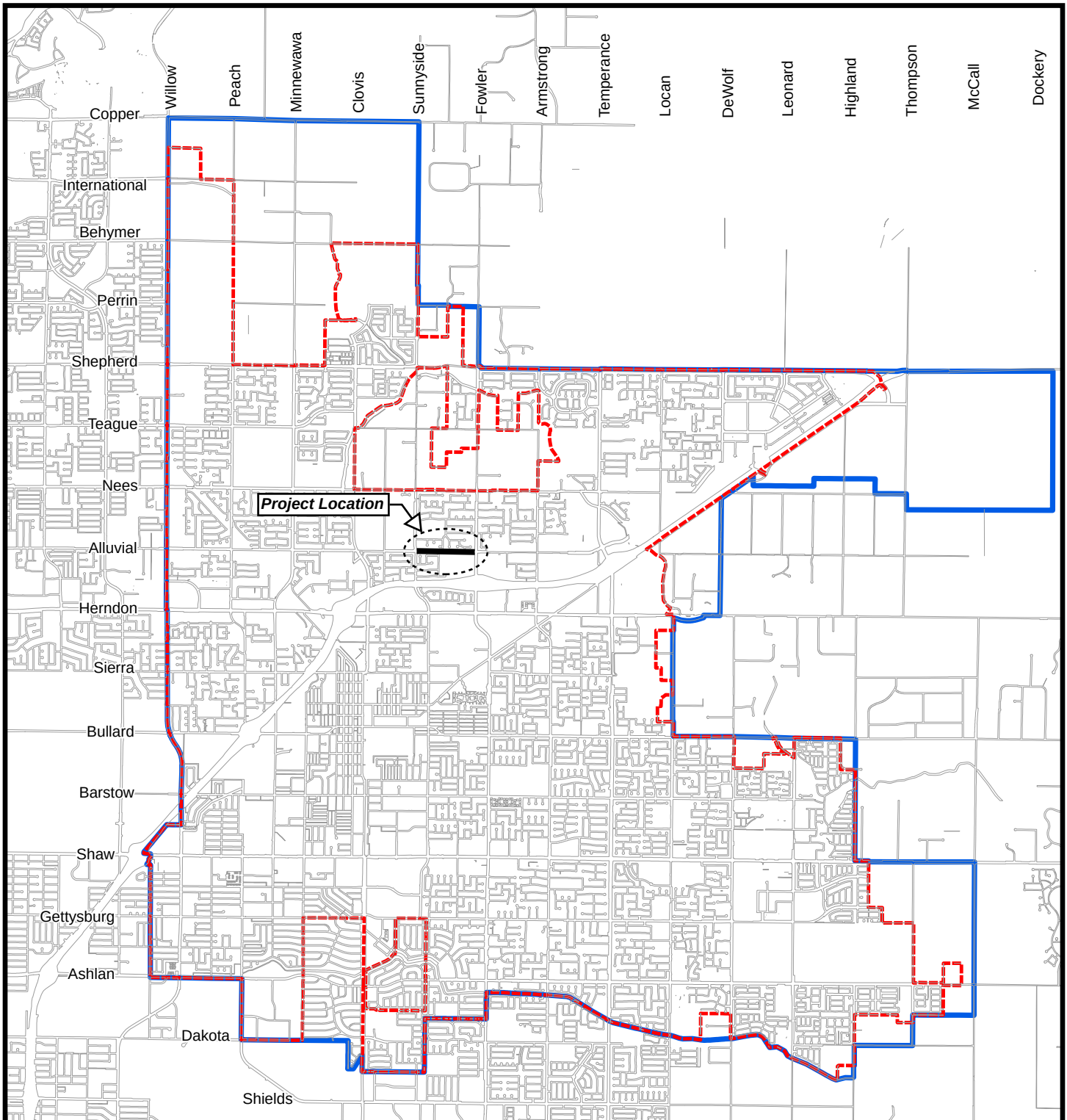
None.

Prepared by: Logan Welch, Engineering Inspector

Reviewed by: City Manager AW

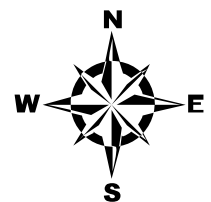
VICINITY MAP

CIP 24-02 Alluvial Avenue Street Improvements



Attachment 1

 CITY LIMITS  SPHERE OF INFLUENCE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 10, 2025

SUBJECT: Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6161 acceptance of public improvements with authorization to record the Notice of Completion, and release of sureties as required, located at the southeast corner of Ashlan Avenue and Thompson Avenue (KB Home South Bay, Inc.).

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to:

1. Accept the public improvements for Tract 6161; and authorize recording of the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion (provided no lien has been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The subdivider, KB Home South Bay, Inc., has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

BACKGROUND

City inspection staff, including those of the various affected departments, has certified that all the public improvements requested for acceptance has been constructed or installed in accordance with the approved plans, specifications and standards, and to the satisfaction of the City Engineer. The developer has furnished the required Maintenance Surety to guarantee the accepted public improvements for a period of one year from the date of Council acceptance.

FISCAL IMPACT

The costs for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated into the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

CONFLICT OF INTEREST

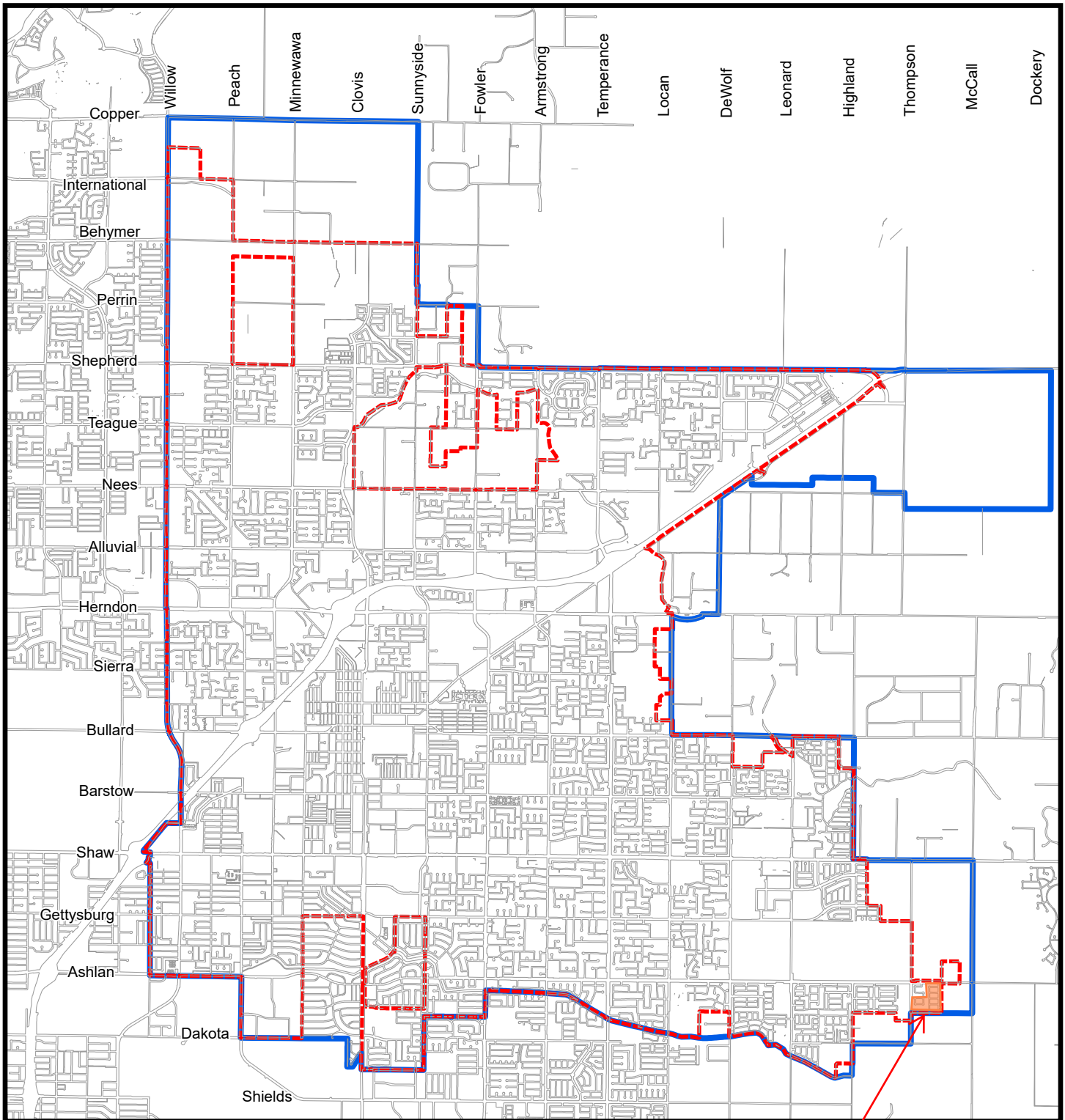
None.

Prepared by: Daniel Negrete, Engineer II

Reviewed by: City Manager *AM*

VICINITY MAP

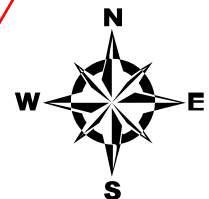
TM 6161 - KB Homes South Bay Inc.



Legend

- City Limits
- Sphere of Influence

TRACT 6161





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 10, 2025

SUBJECT: Consider Approval – Res. 25-____, Amending the City's Master Administrative Fee Schedule to include the annual Tobacco Retailers License Fee.

Staff: Sean O'Brien, Police Corporal

Recommendation: Approve

ATTACHMENTS: 1. Res. 25-____
2. Ordinance No. 24-06

RECOMMENDATION

For the City Council to approve a resolution approving amendments to the City's Master Administrative Fee Schedule to include the annual Tobacco Retailers License Fee in the amount of \$1,000.

EXECUTIVE SUMMARY

On September 2, 2025, the City Council approved Resolution 25-94 Amending the City's Master Administrative Fee Schedule except for the annual Tobacco Retailers License Fee in the amount of \$1,000 and requested staff to return with further justification of the proposed cost.

In May 2024, the Police Department, in conjunction with the City Attorney's office, prepared additions to the Clovis Municipal Code to establish a Tobacco Retailer's License as explicitly allowed by state law, and as adopted by the City Council with Ordinance No. 24-06. This included the addition of a Tobacco Retailers License Application Process & Background Fee and an annual Tobacco Retailers License Fee. The City Council approved both fees on May 13, 2024; however, during the annual review and approval of the Master Administrative Fee Schedule in September 2025, Council requested additional information regarding the \$1,000 annual tobacco license fee. Staff has collected additional information regarding the cost recovery for the \$1,000 annual fee for tobacco retailers as detailed below.

BACKGROUND

The California Legislature has recognized the dangers of tobacco use and has made reducing youth access to tobacco products a high priority. State law allows cities to adopt tobacco retail

licensing (TRL) and enforcement programs to combat illegal tobacco product sales and youth access to tobacco products. This program and the ability to adopt a TRL has been in place with the state of California since the mid-1990's.

The City of Clovis is now one of more than 230 local governments in the State of California to have adopted a TRL ordinance. The fees for TRLs throughout California can cost more than \$2,200 annually per business in certain jurisdictions. Some of the most recent adoptions of TRL ordinances over the last month are consistently over \$1,000, more than the City of Clovis charges annually. The average cost of a TRL in comparable cities to Clovis in terms of population and number of retailers is approximately \$700; however, some of those cities have not updated their fees since 1998 and have not taken an active approach to enforcement or updated their ordinances to reflect state law that has come into place over the last three years. When comparing cities that also take an active approach to enforcement, the average cost is more than \$800 annually. It was also found that these cities have received more grant money than the City of Clovis for tobacco enforcement to supplement their enforcement activities. It's common for these grants to be insufficient to fund evidence destruction or disposition, which are ultimately the most significant costs.

The City of Clovis currently has roughly 70 state-licensed tobacco retailers. Approximately 58 of those are currently in compliance with active TRLs, with most of the remaining unlicensed businesses at some point in the application process. Each full background and initial meeting with retailers takes roughly 4 hours, depending on the number of business owners, whether they comply with all required City of Clovis and State licensing, and whether there are prior violations. Every renewal of the annual license takes about two hours to complete, and no fee is charged to the business unless the permit is issued. Cost recovery is from the permit fee if issued.

During this background and renewal process we have found multiple businesses who have been open and operating for years without City of Clovis business licenses, or appropriate state licenses. All state and city licenses have an annual renewal, the City of Clovis business license is on a calendar year, the state tobacco license is 12 months based on first issuance. The City of Clovis TRL is the only one that follows up to ensure they have renewed and are operating legally by July 1st of every year. Some businesses were operating up to five years without City of Clovis business licenses and many are found to be out of date or expired by months on both City of Clovis and state licenses. The City's license and renewal fee covers the additional time to review applications and issue permits, and in many instances, conduct additional onsite follow-up just for issuance of the permit, as well as ensuring that business licenses are active.

The Clovis Police Department has hosted several educational training sessions for retailers but has had very low attendance at each. Since there has been low attendance from retailers, staff have also disseminated educational materials to all retailers in person and offered direct contact with a Clovis PD representative to provide more one-on-one education by phone or email.

Every business is visited in person at least once a year for an inspection and the Police Department attempts to conduct full inspections at every retailer in the City of Clovis at least once a year. Some inspections only involve displayed products being inspected. This is based on the amount of products on hand and number of complaints and allegations that have come

in for a business. Full inspection times vary from one to four hours based on amount of product, store size, prior violations, known propensity to hide illegal products, citizen or agency complaints, and if there is a violation, evidence processing, and paperwork. Additional evidence processing can take several more hours. The shortest amount of time spent on inspections is generally at larger stores as they carry the least amount of product, have the smallest displays and historically have had the fewest violations to date in Clovis. If a violation is found and a citation issued, then a follow-up inspection is conducted at the business at a later date.

In September 2025, the Clovis Police Department spent more than 85 man hours on tobacco related enforcement. This included code updates, retailer education, and investigating citizen complaints at tobacco retailers including drug sales, sales to minors, and illegal gambling and booking keeping. All of these crimes have been found and are still occurring at different tobacco retailers in Clovis. Five of the eight (62%) businesses selected at random in Clovis in September sold to a minor or minor decoy. The minors present ranged in age from 14 to 18 when the sales occurred. Not all sales were to decoys, some of the sales took place when an officer was on scene by chance.

In October 2025, City staff dedicated additional hours to education and to the administrative implementation and enforcement of the municipal code. Staff have also engaged the youth commission and the Drug Education Community Service Officer to assist in the tobacco-related education for businesses, schools, and the community.

Over the past two months, 27 tobacco retailers were selected at random and have been visited in Clovis for cursory inspections of products only on display. A total of 23 of the 27 retailers inspected (85%) were found to be in violation of the Clovis Ordinance and/or state law. Many of these violations were minor and will be addressed with warnings as long as the issues are remedied. However, everyone will require a follow-up inspection before any of the remaining stores are inspected. The majority of these stores were liquor stores, gas stations, or convenience stores.

Processing and destruction of evidence associated to tobacco businesses at this time has a valuation of \$50 per tobacco item to be destroyed. The majority of these items are vape devices, nicotine vape juice, and contain batteries. The tobacco items seized are considered hazardous material and must be disposed of accordingly. Clovis PD currently has approximately 10,000 illegal tobacco products in evidence in this category with an approximate cost totaling \$500,000 for destruction. Most of these items are ready for destruction and have been stored in evidence since 2023, as there is not a cost productive method to destroy them at this time. City staff is working internally and with other agencies to find a more cost-effective and cost-sharing method of destruction for these hazardous materials.

The annual tobacco retail license fee has been calculated so as to recover a reasonable cost of all the above as well as both the administration and enforcement of this code, including the cost of issuing the license, administering the license program, tobacco retailer education classes and materials, tobacco retailer inspection and compliance checks, documentation of violations, adjudications, convictions, and prosecution of violators. The \$1,000 annual fee does not cover complete cost recovery based on the information we have seen since implementing the tobacco

retail ordinance, but it is a reasonable cost to recover based on the work that goes into the administration and enforcement of the code.

Police Department Proposed Fee Change

Other Fees

- Tobacco Retailers License Fee (Annual) (per CMC 5.35.07) - \$1,000.

The Tobacco Retailers License Application and Fee was added in accordance with Ordinance 24-06, which establishes requirements and regulations for tobacco retailers.

FISCAL IMPACT

Approving the fee charged will help to recover the estimated costs associated with providing the service requested and reduce the impacts of providing these services on the City as a whole.

REASON FOR RECOMMENDATION

The fee in the updated master fee schedule will reflect a reasonable amount to allow the City of Clovis to recover most of the cost associated to the enforcement and regulation that takes place among tobacco retailers. Additionally, the \$1,000 annual license fee will revert to what was approved and has been in place since adoption of the TRL ordinance in May 2024.

ACTIONS FOLLOWING APPROVAL

If approved, staff will revise the Master Administrative Fee Schedule approved on September 2, 2025, to include the annual Tobacco Retailers License Fee.

CONFLICT OF INTEREST

None.

Prepared by: Sean O'Brien, Police Corporal

Reviewed by: City Manager AH

RESOLUTION 25-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE MASTER ADMINISTRATIVE FEE SCHEDULE**

WHEREAS, on November 10, 2025, the City Council conducted a duly noticed public hearing to consider amendments to the City's Master Administrative Fee Schedule; and

WHEREAS, the Council has determined that:

1. The Clovis Police Department has conducted a fee analysis to evaluate the administrative costs for annual Tobacco Retailers License Fee; and
2. The fees set forth in the Master Administrative Fee Schedule attached hereto reflect the estimated costs to the City of providing the services and activities, and the fees to be charged are necessary for the City to raise revenue to help recover and offset the estimated costs associated with providing the services and activities.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approves and adopts the amended Master Administrative Fee Schedule attached hereto (**Attachment A**), and all fees set forth in said Fee Schedule shall be effective beginning on January 1, 2026.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 10, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 10, 2025

Mayor

City Clerk

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 7.

Description		Fee
Standard Photocopying for Black and White (per page – standard 8 ½ x 11)		\$.10
Standard Photocopying for Color (per page– standard 8 ½ x 11)		\$.15
Large Format Map		\$90.00
Standard Specifications (per set)		\$20.00
Research Fee (1/2 hr. minimum)		\$45.00/hr
Facility Use Permit		(minimum) \$100.00
Lobbyist Registration (annual)		\$25.00
Amendment to Lobbyist Registration		\$10.00
Annual Financial Report		\$45.00
Annual Budget		\$80.00
Copy of Clovis Municipal Code (full copy)		\$200.00
Copy of Clovis Municipal Code Supplements		\$20.00
Video Copy		\$25.00
Reproduction of Photographs		\$40.00
Administrative Charge pertaining to Administrative Citations		\$50.00
Park Facility Reservation Fees		
	Half day rate	Full day rate
Picnic sites with 4 or fewer tables	\$ 62.00	\$ 124.00
Picnic sites with 5 or more tables	\$ 80.00	\$ 160.00
Hydrant Water Metered		
Monthly Rental (subject to rate increase per CMC 6.5.103)		\$ 40.56
Per 1,000 gallons up to 11,500 (subject to rate increase per CMC 6.5.103)		\$ 1.12
Per 1,000 gallons over 11,500 gallons (subject to rate increase per CMC 6.5.103)		\$ 1.52
Late Return Charge - Per day		\$15.00
Lost or stolen meter		\$ 1,770.00
General Services Department		
Community Services Division		
Transit Section		
Stageline Service		
General Public (age 6-64) (per one-way trip)		Free
Seniors age 65 and over with I.D. (per one-way trip)		Free
Persons with disability with proof of disability (per one-way trip)		Free
Attendant to assist a person with a disability (one attendant per disabled person)		Free
Children under age 6 with fare paying adult (up to 4 children)		Free
Roundup Service (Disabled residents of Clovis)		
Disabled Passenger Trip		Free
Transit Center Meeting Room (785 3 rd Street) per hour		\$125.00
Senior Services Section – 735 Third Street		
Main Hall Rental	\$1500.00 for first 5 hours; \$150.00 each additional hour	
Main Hall Rental (non-profit rate.)	\$150.00 per hour	
Yoga/Classrooms A and B	\$625.00 for first five hours; \$100.00 each additional hour	
Yoga/Classrooms A and B (non-profit rate)	\$100.00 per hour	
Classrooms A and B	\$400.00 for first five hours; \$75.00 each additional hour	
Classrooms A and B (non-profit rate)	\$75.00 per hour	

MASTER ADMINISTRATIVE FEE SCHEDULE

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AGENDA ITEM NO. 7.

Billiards Room	\$400.00 for first five hours; \$75.00 each additional hour
Billiards Room (non-profit rate)	\$75.00 per hour
Yoga Room	\$375.00 for first five hours; \$75.00 each additional hour
Yoga Room (non-profit rate)	\$75.00 per hour
Art Room	\$350.00 for first five hours; \$75.00 each additional hour
Art Room (non-profit rate)	\$75.00 per hour
Classroom A or B	\$200.00 for first five hours; \$50.00 each additional hour
Classroom A or B (non-profit rate)	\$50.00 per hour
Meeting Room A or B	\$25.00 per hour, no five-hour minimum, no non-profit rate
Non-Clovis Resident Senior Center Membership Fee	\$25.00 annually
Senior Center Classes	\$1.00 - \$50.00 per day per activity
Senior Center Class Registration	Free - \$65.00 per 8-week session
Ceramic Firing Fee (one class)	\$15.00 per month
Ceramic Firing Fee (two or more classes)	\$20.00 per month
Senior Trips and Tours	\$5.00 administrative fee plus actual activity cost
Notary Public Service	\$5.00
Event Table Sponsorship	\$75.00 to \$ 500.00
Facility Rental Deposit	\$125.00 - \$750.00
Community Center Section – 850 Fourth Street	
Banquet Hall Rental	\$750.00 for first 5 hours; \$100.00 each additional hour
Banquet Hall Rental (non-profit rate)	\$100.00 per hour
Classroom Rental	\$375.00 for first 5 hours; \$50.00 each additional hour
Classroom Rental (non-profit rate)	\$50.00 per hour
Senior Center Classes	\$1.00 - \$50.00 per day per activity
Senior Center Class Registration	Free - \$65.00 per 8-week session
Recreation Section	
Batting Range Fees	\$2.00 - \$5.00 for 25 pitches, exclusive of special promotions
Youth Program Fees	Fee Range: Free to \$100.00 per program
Youth Leagues and Tournaments...	Fee Range: \$85.00 to \$175.00
Adult Program Fees	Fee Range: \$5.00 to \$150.00 per program
Adult Leagues and Tournaments	Fee Range: \$50.00 to \$500.00
Special Events and Camps...	Fee Range: Free to \$250.00 per event/camp
Recreation Facility Reservations (north portion of building)	Fee Range: \$50.00 to \$150.00
Recreation Facility Reservations (south portion of building)	Fee Range: \$50.00 to \$150.00
Dance Room Reservations	\$25 Per Hour
Sponsorship Banners...	\$150.00 to \$2,000.00
Softball/baseball/soccer field at Bicentennial Park: Clovis Resident	\$25.00 per hour per field
Softball/baseball/soccer field at Bicentennial Park: Non-Clovis Resident	\$35.00 per hour per field
Field lighting	\$15.00 per hour
Snack bar rental (in conjunction with other park facility rental)	\$100.00
Softball/baseball field at Clovis Rotary Park: Clovis Resident	\$25 per field
Softball/baseball field at Clovis Rotary Park: Non-Clovis Resident	\$35 per field
Field Lighting	\$15 per field
Snack bar rental (In conjunction with other park Facility Rental)	\$100

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 7.

Police Department Fees		
Entertainment Permit Fees		
Application Fee (first time only)		\$700.00
Annual Permits		
Heavy Use		\$1,400.00 per year
Medium Use		\$700.00 per year
Light Use		\$350.00 per year
Single Event Permit		\$350.00
Appeal Fees		
Heavy Use (per appeal)		\$350.00
Medium Use (per appeal)		\$175.00
Light Use (per appeal)		\$85.00
Other Fees		
Copy of Police Report/C-CAD Calls		\$7.00
Fingerprinting (Clovis residents or works in Clovis only), per card		\$15.00
ABC License Review.		\$280.00
ABC Permit - Special Event Alcohol Permit: Profit		\$50.00
ABC Permit - Special Event Alcohol Permit: Profit > 1 Day		\$50.00
ABC Permit - Special Event Alcohol Permit: Non-Profit		No Charge
Local Background Check		\$55.00
Tobacco Retailers License Application Process & Background Fee		\$400.00
Tobacco Retailers License Fee (Annual)		\$1,000.00
Audio/Video Dispatch Recording (with case # and time of call)		\$55.00
Audio/ Video Dispatch Recording (with name only) single camera view and time increment		\$95.00
Audio / Video Dispatch Recording (involving staff time up to 1.5 hrs)		\$350.00
Audio / Video Dispatch Recording (involving staff time of 1.5 hrs+)		\$600.00
Card Room Permit (includes fingerprinting)		\$360.00
Card Room Permit Renewal (includes fingerprinting)		\$320.00
Production of Records - CD's, DVD's		\$75.00
Reproduction of Photographs (Digital)		\$55.00
Report - Discovery (Reports or Audio or Video)		\$240.00
Second-Hand Dealer License		\$60.00
Vehicle Impound Release		\$280.00
Per Tow Administration Fee		\$60.00
Gun Storage - Clovis Resident	\$80.00 First Gun \$40.00 Each Additional Gun	
Gun Storage - Non-Clovis Resident \$55.00	\$100.00 First Gun \$40.00 Each Additional Gun	
Massage Therapist Permit Application Fee		\$350.00
Shopping Cart Pick Up Fee		\$35.00
Shopping Cart Daily Storage Fee		\$7.00
Water Tower Parking Lot Rodeo Camping Fee (5 Days)		\$150.00
Block Party Permit		No Charge
Local Citation Sign-Off		No Charge
Sex Offender, Narcotic, Gang & Arson Registration		No Charge
False Alarms		
False Alarms, first 2 alarms		No Charge
False Alarms, 3 – 5 alarms		\$250.00 each
False Alarms, 6 or more		\$500.00 each

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 7.

Animal Services Fees			
Dog License (Unaltered)			
One year			\$35.00
2years			\$70.00
3 years			\$105.00
Replacement Tag			\$2.00
Dog and Vietnamese pot bellied pig License (Spayed or neutered or owned by Senior Citizen)			
One year			\$5.00
2 years			\$10.00
3 years			\$15.00
Impound Fees			
Type	1st Time	2nd Time	3rd & Subsequent
Altered dog with license	Free*	\$50.00*	\$90.00*
Unaltered dog with license	\$50.00* & \$35 State	\$70.00* & \$50 State	\$140.00* & \$100 State
Altered dog – no license	\$50.00*	\$85.00*	\$120.00*
Unaltered dog – no license	\$50.00* & \$35 State	\$85.00* & \$50 State	\$140.00* & \$100 State
Altered Cat	Free *	\$40.00*	\$60.00*
Unaltered Cat	\$50.00* & \$35 State	\$70.00*& \$50 State	\$140.00* & \$100 State
Other animals	Free*	\$30.00*	\$55.00*
Animal returned to owner by Field Officer	\$90.00*	\$90.00*	\$90.00*
<i>*plus \$20.00 per day for boarding</i>			
Other Animal Shelter Fees			
Cat trap			\$80.00 deposit + \$25.00 Fee
Skunk trap			\$100.00 deposit + \$25.00 Fee
Large Animal Trap Deposit			\$300.00 deposit + \$25.00 Fee
Owner surrendered altered dog			\$30.00
Owner surrendered unaltered dog			\$40.00
Owner surrendered altered cat			\$15.00
Owner surrendered unaltered cat			\$20.00
Owner surrendered litter			\$35.00
Owner surrendered Pocket Pets (hamster, mice guinea pig, etc)			\$7.00
Dog/cat euthanasia			\$140.00
Dead animal disposal (under 10 pounds)			\$15.00
Dead animal disposal (over 10 pounds)			\$30.00
Pick-up fee (surrender fee separate)			\$90.00
Dog Adoption			\$200.00
Transfer Dog License			\$7.00
Dog License Late Fee			\$15.00
Cat Adoption			\$100.00
Daily Boarding Fee During Impoundment			\$20.00
Quarantined Animals – Daily board at shelter			\$35.00
After Hour Service			\$70.00
Microchip Implant			\$25.00
Dangerous and Vicious Animal Registration			\$150.00
Spay and Neuter Deposit			\$100.00
Obedience Training Deposit			\$100.00

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 7.

Fire Department Fees		
	Front Counter Fees	Rate
	Fire Investigation Report and Photos (62000-46310)	\$202.00
	Construction Permits (62000-46001)	Rate
	Underground – Per Connection to Main	\$606.00
	Overhead (Up to 20 heads)	\$202.00
	Overhead (21 – 50 heads)	\$403.00
	Overhead (each additional 50 heads after 51+)	\$403.00
	Fire Pump	\$606.00
	Fire Standpipes (per standpipe)	\$504.00
	Fire Alarm (Base Fee for 25 devise)	\$403.00
	Fire Alarm (Per Device over 25)	\$2.00
	Fire Sprinkler System Alarms	\$202.00
	5yr Sprinkler System Certification (Compliant)	\$-
	5yr Sprinkler System Certification (non-Compliant)	\$504.00
	Fire Suppression Hood System/Clean Agent System	\$504.00
	LP Gas	\$303.00
	Above Ground Tank Installation	\$403.00
	Electronic Gate	\$403.00
	Plan Review Re-submittal (Ea. Additional 1 hour)	\$101.00
	Re- Inspection Fee (Ea. Additional 1 hour)	\$101.00
	Expedited Plan Review (per hour)	\$202.00
	Penalty Fee for Work Started Without a Permit	\$808.00
	Operational Permits	Rate
	<i>Fireworks, Special Events, Tents & Canopies, Beer Gardens, Pumpkin Patches, and Christmas Tree Lots.</i>	
	Fireworks Booth (62000-42602)	\$403.00
	Fireworks Shoot/Display (Permit, 1 Prevention Unit; 3-hour minimum) (62000-42602)	\$742.00
	Events, Tents & Canopies, Seasonal Permit (Permit, 1 hour of plan review, 1 inspection) (62000-42604)	\$202.00
	Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
	<i>Annual Inspection - (Occupancy type: B, F, M, S) Factory/Industrial, Retail, Business/Office, except for combustibile dust producing operations and repair garages. (62000-46040)</i>	
	Up to 5,000 sq. ft.	\$618.00
	5,001 - 40,000 sq. ft.	\$667.00
	40,001 sq. ft. and above	\$1,195.00
	Annual Occupancy Fire and Life Safety Inspections (3rd Visit Non-Compliant)	Rate
	<i>Annual Inspection - (Occupancy type: A, E) Assembly (Theatre, Churches, Auditorium, Restaurant), Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
	Up to 5,000 sq. ft.	\$459.00
	5,001 - 20,000 sq. ft.	\$907.00
	20,001 sq. ft. and above	\$1,484.00
	Annual Occupancy Fire and Life Safety Inspections (Schools 1st Visit)	Rate
	<i>Annual Inspection - (Occupancy type: E) Education (Schools). (62000-46040)</i>	
	20,000 sq. ft. or less	\$249.00
	20,001 - 70,000 sq. ft.	\$470.00
	70,001 – 180,000 sq. ft.	\$907.00

MASTER ADMINISTRATIVE FEE SCHEDULE

Effective Date: January 1, 2026

AGENDA ITEM NO. 7.

180,001 sq. ft. and above	\$1,484.00
Annual Occupancy Fire and Life Safety Inspection (3rd Visit Non-Compliant)	Rate
<i>Annual Inspection - (Occupancy type: H) Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage. (62000-46040)</i>	
Up to 5,000 sq. ft.	\$370.00
5,001+.	\$865.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection - (Occupancy type: I) Hospitals, nursing homes with medical care, prisons and mental facilities. (62000-46040)</i>	
Hospitals	\$4,987.00
R2.1 Occupancies	\$537.00
Fire Clearances, 850, Licensed Facilities	\$288.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-1 (Hotels/Motels) (62000-46040)</i>	
3 – 19 units	\$370.00
20 – 49 units	\$537.00
50 + units	\$701.00
Annual Occupancy Fire and Life Safety Inspections (1st Visit)	Rate
<i>Annual Inspection / each per year - Occupancy type R-2 (Apartments) (62000-46041)</i>	
3 - 7 units or less	\$151.00
8 –19 units	\$202.00
20 - 29 units	\$252.00
30+ units	\$403.00
Residential Care Facilities Pre-Inspection (62000-46041)	Rate
6 or less clients	\$504.00
7 - 8 clients	\$808.00
Large Family Day Care Facilities Pre-Inspection (62000-46041)	Rate
9-14 clients	\$504.00
Fire Suppression Hood System – Existing (3rd Visit of Non-Compliance) (62000-46040)	Rate
Non-Compliant	\$303.00
False Alarm Response	Rate
<i>Each address point is allotted 3 false alarm calls in a 6-month period, any call over 3 will be charged to the property owner. (62000-46339)</i>	
Prevention (1 Unit) – Per Call	\$202.00
Suppression (1 unit – Engine, Truck or BC) – Per Call	\$394.00
Emergency Response Fees	Rate
Engine (Per hour on-scene (1 Firefighter, 1 Engineer, 1 Captain) (62000-46339)	\$273.00
Battalion Chief – Per hour (62000-46339)	\$82.00
Administrative Fee – Each Emergency Response (62000-46339)	\$101.00
Firefighter Standby Fee (62000-46337)	\$622.00

ORDINANCE NO. 24-06**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING CHAPTER 5.35 TO TITLE 5 OF THE CLOVIS MUNICIPAL CODE RELATING TO TOBACCO RETAILERS**

WHEREAS, The California Legislature recognizes the dangers of tobacco use and has made reducing youth access to tobacco products a high priority; and

WHEREAS, State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, flavorings in tobacco products make them more appealing to young people, masking the harshness of cigarette smoke and nicotine; and

WHEREAS, over 80 percent of young people who use tobacco products report starting with a flavored product; and

WHEREAS, the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the City of Clovis.

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

Section 1. Chapter 5.35 is hereby added to Title 5 of the Clovis Municipal Code to read as follows:

Tobacco Retailer Licensing**Sections:**

- 5.35.01 Purpose and application.
- 5.35.02 Definitions.
- 5.35.03 Mandatory license.
- 5.35.04 Issuance of license.
- 5.35.05 Applications for license.
- 5.35.06 Issuance of a license.
- 5.35.07 License renewal and expiration.
- 5.35.08 License nontransferable.
- 5.35.09 Violations.
- 5.35.10 Inspections, investigations, and enforcement.
- 5.35.11 Suspension or revocation of license.
- 5.35.12 Penalties for tobacco retailing without a license.
- 5.35.13 Department decision.
- 5.35.14 Appeal procedures.
- 5.35.15 Other penalties.
- 5.35.16 Stipulated fine in lieu of hearing.
- 5.35.17 Implementation.

5.35.01 – Purpose and application.

- (a) In promoting the health, safety, and general welfare of its residents, the City has a substantial interest in encouraging compliance with Federal, State, and local laws regulating tobacco sales and use.
- (b) State law permits local governments to enact ordinances regarding the local licensing of retailers of tobacco and allows for the suspension or revocation of a local license for a violation of any State tobacco control law.
- (c) This Chapter is adopted to:
 - (1) ensure compliance with business standards and practices of the City;
 - (2) encourage responsible retailing of tobacco;
 - (3) limit the sale of tobacco products to those with the taste or aroma of tobacco, or no taste or aroma at all; and
 - (4) discourage violations of tobacco-related laws, but not to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or otherwise regulated.

5.35.02 – Definitions.

For purposes of this Chapter, the terms and definitions in Section 104559.5 of the California Health and Safety Code are incorporated herein, to the extent they are not inconsistent with the below-listed definitions:

- (a) “Department” refers to any City department designated by the City Manager to administer and/or enforce the provisions of this Chapter.
- (b) “Drug paraphernalia” shall have the definitions set forth in California Health and Safety Code Section 11014.5, as that section may be amended from time to time.
- (c) “Flavored tobacco” and “tobacco product flavor enhancer” shall have the definitions set forth in California Health and Safety Code Section 104559.5, as that section may be amended from time to time.
- (d) “License” means a tobacco retailer license issued by the City pursuant to this Chapter.
- (e) “Licensee” means any proprietor holding a license issued by the City pursuant to this Chapter.
- (f) “License fee” means the charge established by resolution of the City Council, calculated to recover the reasonable regulatory costs of issuing and

administering licenses, retailer education, performing investigations, inspections, and the administrative enforcement and adjudication thereof.

- (g) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- (h) "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.
- (i) "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products.
- (j) "Tobacco retailer" means any person who engages in tobacco retailing.
- (k) "Tobacco retailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

5.35.03 – Mandatory license.

- (a) Any person who is or intends to become a tobacco retailer shall obtain pursuant to this Chapter a license for each fixed location at which tobacco retailing is to occur.
- (b) Any person who is a tobacco retailer as of the effective date of the ordinance enacting this Chapter shall obtain a license within ninety (90) days of the effective date of the ordinance that enacted this Chapter.
- (c) Any person who intends to act as a tobacco retailer shall obtain a license prior to acting as a tobacco retailer.
- (d) Each license shall be prominently displayed in a publicly visible location at the licensed location.
- (e) Nothing in this Chapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the license, subject to compliance with all other applicable laws, regulations, or ordinances.

5.35.04 – Issuance of license.

- (a) No license shall be issued to authorize tobacco retailing at other than a fixed business location. It is unlawful for any person to engage in tobacco retailing at non-fixed locations.
- (b) No license shall be issued to authorize tobacco retailing at a temporary or recurring temporary event.
- (c) No license shall be issued to authorize tobacco retailing at any location for which a license suspension is in effect or during a period of ineligibility following a revocation pursuant to Section 5.35.11.
- (d) In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license is issued, it shall be a violation of this Chapter for a licensee, or any of the licensee's agents or employees, to violate any local, State, or Federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.
- (e) No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-five (25) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law to purchase and possess the tobacco product or tobacco paraphernalia.
- (f) No person who is younger than the minimum age established by State law for the purchase or possession of tobacco products shall engage in tobacco retailing.

5.35.05 – Applications for license.

All applications for a license shall be submitted to the Department in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each license application must be accompanied by the required license fee, which is set by resolution of the City Council. A proprietor proposing to conduct tobacco retailing at more than one (1) location shall submit a separate application for each location. Every application shall be submitted on a form supplied by the Department and contain the following information:

- (a) The name, address, and telephone number of each prospective proprietor;
- (b) The business name, address, and telephone number of the fixed location for which the license is sought;
- (c) Whether or not each prospective proprietor has previously been issued a license pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation;

- (d) Proof that the location for which a license is sought has been issued a valid State cigarette and tobacco products retail license by the State of California Board of Equalization pursuant to the California Cigarette and Tobacco Products Licensing Act of 2003;
- (e) A statement signed by each prospective proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought;
- (f) A statement signed by each prospective proprietor that the proprietor is informed of the laws affecting licenses; and
- (g) Such other information as the Department deems necessary for the administration of this Chapter.

5.35.06 – Issuance of a license.

- (a) Upon the receipt of a complete application for a license and the license fee required by this Chapter, the Department shall issue a license unless one (1) or more of the following grounds exists:
 - (1) The application is incomplete or inaccurate;
 - (2) The application seeks authorization for tobacco retailing at a location for which a suspension is in effect pursuant to this Chapter, for which a license has been revoked pursuant to this Chapter, or for which this Chapter otherwise prohibits issuance of licenses;
 - (3) The application seeks authorization for tobacco retailing for a prospective proprietor for whom a suspension is in effect pursuant to this Chapter for the subject location or another location, whose license has been revoked pursuant to this Chapter for the subject location or another location, or to whom this Chapter otherwise prohibits a license to be issued;
 - (4) The Department has information that the prospective proprietor or his or her agent or employee has violated any local, State or Federal tobacco control law, including this Chapter, within the preceding twelve (12) months; or
 - (5) The application seeks authorization for tobacco retailing that is prohibited pursuant to this Chapter, that is otherwise unlawful pursuant to this code, or that is unlawful pursuant to any other law.
- (b) Any denial of an application for a license shall be in writing, setting forth the reasons for the denial and notifying the applicant for a license that the decision to deny an application for a license shall become final unless the applicant seeks an appeal pursuant to Section 5.35.13 within fourteen (14) calendar days of the date of service of the Department's decision. Service of the decision shall be provided in accordance with the service requirements set forth in Section 5.35.13(a).

- (c) All information required to be submitted pursuant to Section 5.35.05 in order to apply for a license shall be updated whenever the information changes. A tobacco retailer shall provide the Department with any updates within ten (10) business days of a change.

5.35.07 – License renewal and expiration.

- (a) A license is invalid unless the appropriate license fee has been paid in full and the term of the license has not expired. The term of a license is one (1) year beginning each fiscal year on July 1st and ending on June 30th of the following year. Each tobacco retailer shall apply for the renewal of his or her license and submit the license fee no later than thirty (30) calendar days prior to expiration of the term.
- (b) A license that is not timely renewed shall expire at the end of its term. To reinstate a license that has expired, or to renew a license not timely renewed pursuant to subsection (a) of this section, the proprietor must:
 - (1) Submit the license fee; and
 - (2) Submit a signed affidavit affirming that the proprietor:
 - (i) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed; or
 - (ii) Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in Section 5.35.12, before seeking renewal of the license.

5.35.08 – License nontransferable.

- (a) A license may not be transferred from one (1) person to another or from one (1) location to another. Whenever a tobacco retailing location has a change in proprietors, a new license is required.
- (b) Notwithstanding any other provision of this Chapter, prior violations at a location shall continue to be counted against a location, and license ineligibility periods shall continue to apply to a location unless:
 - (1) The location has been fully transferred to an entirely new proprietor or fully transferred to entirely new proprietors with the prior licensee retaining no ownership interest in the location or in the new proprietor; and
 - (2) The new proprietor(s) provides the Department with clear and convincing evidence that the new proprietor(s) has acquired or is acquiring the location in an arm's length transaction. As used in this Chapter, the term "arm's length transaction" shall mean a sale in good faith and for valuable consideration that

reflects the fair market value in the open market between two (2) informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter is not an arm's length transaction.

5.35.09 – Violations.

- (a) It shall be a violation of this Chapter for a tobacco retailer, or its agents or employees, to violate any Federal, State, or local tobacco law or regulation.
- (b) It shall be a violation of this Chapter to sell flavored tobacco products or tobacco product flavor enhancers in violation of the California Health and Safety Code and, as a greater restriction, such prohibition in this Chapter does not exempt, but instead expressly applies to premium cigars, shisha tobacco products, and loose-leaf tobacco.
- (c) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- (d) Failure to prominently display the tobacco retail license in a publicly visible location at the licensed premises shall constitute a violation.
- (e) The failure of the tobacco retailer, or its agents or employees, to allow any peace officer or other authorized government official to conduct unscheduled inspections of the licensed location or premises of the tobacco retailing business for the purpose of ensuring compliance with any Federal, State, or local tobacco law or regulations, including any provision of this Chapter, at any time the business is open for business shall constitute a violation.
- (f) It shall be a violation of this Chapter for a tobacco retailer, or its agents or employees, to sell, or offer for sale, or possess with the intent to sell or offer for sale, any drug paraphernalia.
- (g) It shall be a violation of this Chapter for a tobacco retailer, or its agents or employees, to engage in any conduct prohibited by Chapter 5.22 of this Code in connection with the tobacco retailing establishment.
- (h) A tobacco retailer's possession of four (4) or more flavored tobacco items creates a rebuttable presumption the retailer possesses such flavored tobacco products with intent to sell or offer for sale.
- (i) The following actions of a tobacco retailer, its employees or agents, creates a rebuttable presumption that a tobacco product is flavored:
 - (1) Public statements or claims that the tobacco product imparts a characterizing flavor;

- (2) Text and/or images on the product's labeling or packaging to explicitly or implicitly indicate the tobacco product imparts a characterizing flavor; or
- (3) Other actions directed to consumers that would reasonably cause consumers to believe the tobacco or electronic cigarette product imparts a characterizing flavor.

5.35.10 – Inspections, investigations and enforcement.

- (a) Compliance with this Chapter shall be monitored by the Department or any law enforcement officer. Employees of the Department or a law enforcement officer may conduct compliance checks, including but not limited to youth decoy operations. Any law enforcement officer may enforce the penal provisions of this Chapter. Compliance checks may be unannounced.
- (b) The City shall not enforce any tobacco-related minimum age law against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:
 - (1) The youth decoy is participating in a compliance check supervised by an employee of the Department or a law enforcement officer;
 - (2) The youth decoy is acting as an agent of a person designated by the Department to monitor compliance with this Chapter;
 - (3) The youth decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Department; or
 - (4) The youth decoy has an immunity letter from the District Attorney's office.
- (c) Whenever evidence of a violation of this Chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

5.35.11 – Suspension or revocation of license.

- (a) In addition to any other remedy authorized by law, after notice and opportunity to be heard pursuant to Section 5.35.13 of this Chapter, a license may be suspended or revoked as provided in this section if the Department finds by a preponderance of the evidence that the licensee, or any of the licensee's agents or employees, has:
 - (1) Violated any of the requirements, conditions, or prohibitions of this Chapter;
 or

- (2) Pledged guilty, “no contest” or its equivalent, or admitted to any of the following:
- (i) The original or renewal application contained incorrect, false, or misleading information;
 - (ii) One (1) or more of the grounds for denial listed in Section 5.35.06 existed before the license was issued; or
 - (iii) A licensee is convicted of a misdemeanor or felony violation of any tobacco retailing law or regulation, including any provision of this Chapter.
- (b) During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from public view. Failure to do so may be considered a subsequent violation.
- (c) When the Department finds a violation as set forth in subsection (a) of this section, the license may be suspended or revoked as follows:
- (1) Upon a finding by the Department of a first license violation, the license shall be suspended for no more than sixty (60) days;
 - (2) Upon a finding by the Department of a second license violation within sixty (60) months of a first violation, the license shall be suspended for up to one hundred twenty (120) days;
 - (3) Upon a finding by the Department of a third license violation in any sixty (60) month period, the license shall be suspended for up to one hundred eighty (180) days; and
 - (4) Upon a finding by the Department of a fourth license violation within any sixty (60) month period, the license may be revoked and no new license shall issue for the location until five (5) years have passed from the date of revocation.
- (d) A license may be revoked if the Department finds that one (1) or more of the grounds for denial of an application for a license pursuant to Section 5.35.06 existed at the time the application was made or at any time before the license was issued.

5.35.12 – Penalties for tobacco retailing without a license.

- (a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds after notice and opportunity to be heard pursuant to Section 5.35.13, that any person has engaged in tobacco retailing at a location without a valid license, either directly or through the person’s agents or employees, the person shall be ineligible to apply for, or to be issued, a license as follows:

- (1) After a first violation of this section at a location, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until sixty (60) days have passed from the date of the violation.
 - (2) After a second violation of this section at a location within any sixty (60) month period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until one hundred eighty (180) days have passed from the date of the violation.
 - (3) After a third or subsequent violation of this section at a location within any sixty (60) month period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five (5) years have passed from the date of the violation.
- (b) Any imposition of a penalty pursuant to this section shall be in writing, setting forth the reasons for the imposition of a penalty and notifying the person subject to the penalty that the decision to impose the penalty shall become final unless the person seeks an appeal pursuant to Section 5.35.14 within fourteen (14) calendar days of the date of service of the Department's decision. Service of the decision shall be provided in accordance with the service requirements set forth in Section 5.35.13(a).

5.35.13 – Appeal procedures.

Regarding any denial of an application for a license pursuant to Section 5.35.06 or any penalty issued by the Department pursuant to Sections 5.35.11, 5.35.12, or 5.35.14, the following rules apply:

- (a) Appeal. Within fifteen (15) calendar days of service of a decision issued under Sections 5.35.06, 5.35.11, 5.35.12, or 5.35.14 to deny, suspend or revoke a license, or to impose a penalty for any violation of this Chapter, the proprietor may file an appeal of the decision and request a hearing be held in accordance with Article 2 of Chapter 28 of Title 5 of this code.
- (b) Stay pending appeal. If an appeal is timely filed, the Department's decision issued under Section 5.35.11 shall be stayed pending a decision by the hearing officer.
- (c) The appellant's failure to appear at the hearing on appeal shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.

5.35.14 – Other penalties.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- (a) Violations of this Chapter may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors.
- (b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- (c) Tobacco products, drug paraphernalia, and any other products or items offered for sale or exchange in violation of this Chapter are subject to seizure by the Department, its agents, or any peace officer and shall be forfeited after the proprietor or any other owner of the seized property is given notice and opportunity to appeal pursuant to Section 5.35.13. Forfeited items shall be destroyed after internal appeals have been exhausted or waived and the time in which to seek judicial review pursuant to Code of Civil Procedure section 1094.6 has expired, or if such judicial action is filed, after judgment in that action becomes final.
- (d) Violations of this Chapter are hereby declared to be public nuisances.

5.35.15 – Stipulated fine in lieu of hearing.

For a first or second alleged violation of this Chapter within any sixty (60) month period, the Department may allow a tobacco retailer alleged to have violated this Chapter to stipulate in writing to the penalties provided in this section in lieu of the penalties that would otherwise apply pursuant to this Chapter and to forgo any right the tobacco retailer may have to a hearing pursuant to Section 5.35.13. Following the stipulation, no hearing shall be held. Stipulations shall not be confidential, shall be in writing, and shall contain the following terms plus any other noncriminal provisions established by the Department in the interests of justice:

- (a) After a first alleged violation of this Chapter at a location:
 - (1) An administrative penalty of \$1,000;
 - (2) An admission by the tobacco retailer that the first alleged violation of this Chapter at the location occurred; and
 - (3) An agreement that the first alleged violation of this Chapter at the location shall be considered in determining the penalty for any future violation.
- (b) After a second alleged violation of this Chapter at a location within any sixty (60) month period:
 - (1) An administrative penalty of \$5,000;

- (2) An admission by the tobacco retailer that the second alleged violation of this Chapter at the location occurred; and
- (3) An agreement by the tobacco retailer that the second alleged violation of this Chapter at the location will be considered in determining the penalty for any future violations.

5.35.16 – Implementation.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption, and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

Section 3. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

APPROVED: May 13, 2024



Mayor



City Clerk

* * * * *

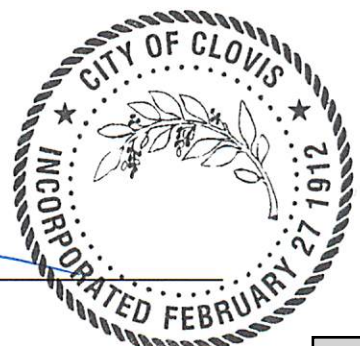
The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on May 13, 2024, and was adopted at a regular meeting of said Council held on May 20, 2024, by the following vote, to wit:

AYES: Councilmembers Basgall, Bessinger, Mouanoutoua, Pearce, Mayor Ashbeck
 NOES: None
 ABSENT: None
 ABSTAIN: None

DATED: May 20, 2024



City Clerk





CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

Date: July 9, 2024

From:  Briana Parra, CMC
City Clerk

Subject: Technical corrections to Ordinance 24-06

A non-substantive, technical correction is needed for Ordinance 24-06. The corrections include pages 4-5 sections 5.35.04 and 5.35.06 have identical titles. Changes were made to section 5.35.04 title to read "License restrictions" to differentiate between the two. Additionally, page 10 section 5.35.13, Department decision, is listed in the digest, but the section is not included in the chapter therefore removing it, and the subsequent sections renumbered accordingly.

The above-mentioned correction does not affect nor alter the substance of the Ordinance, or the City Council's action in adopting it.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 10, 2025

SUBJECT: Receive and File – Update on the Impact and Enforcement of Short-Term Rentals in Clovis

Staff: Paul Armendariz, Assistant City Manager

Recommendation: Receive and File

ATTACHMENTS: 1. Clovis Municipal Code Section 9.58.065 – Operating standards for short-term rentals

RECOMMENDATION

To provide the City Council with an update on the status of short-term rental units in Clovis, including enforcement efforts and compliance improvements made over the past year in accordance with the Clovis Municipal Code.

EXECUTIVE SUMMARY

On November 12, 2024, staff presented to City Council an overview of the status of short-term rentals in Clovis. At that meeting, Council directed staff to continue gathering data related to operations, occupancy, revenue, and calls for service before recommending any major ordinance changes. Over the past year, staff has conducted active identification, registration outreach, and enforcement efforts, resulting in a more reliable baseline of the number of operating units and the associated service demands. Council also expressed interest in exploring targeted regulatory adjustments focused on nuisance reduction, improved enforcement timelines, and enhanced compliance accountability.

Staff has continued proactive enforcement and monitoring of short-term rental platforms through an ongoing contract with Hinderliter de Llamas & Associates (HDL). Currently, 105 units are operating in Clovis in full compliance and 16 remain noncompliant in obtaining the necessary permits and/or are delinquent in renewing their annual business tax certificate. HDL conducts quarterly reviews of various rental platforms to identify noncompliant listings, after which the City's Code Enforcement team issues notices to pursue compliance. Prior to 2024, fewer than 20 units were in compliance with obtaining the required permits and licenses, highlighting the significant progress made through the City's enforcement efforts over the past two years.

Staff has conducted a review of short-term rental ordinances adopted by other jurisdictions to evaluate best practices and potential enhancements. Based on this analysis, staff has determined that the City's current ordinance provides a sufficient framework for regulating short-term rentals, including provisions for permitting, enforcement, and nuisance mitigation. While some cities have adopted more restrictive measures, Clovis's ordinance strikes an appropriate balance between operational flexibility and neighborhood protection. Staff will continue to monitor emerging trends and revisit the ordinance as needed to ensure it remains effective and responsive.

BACKGROUND

Short-term rentals in Clovis are governed by a set of operational standards and permitting requirements established in the Short-Term Rental Ordinance codified as section 9.58.065 of the Clovis Municipal Code (Attachment 1), originally approved in 2018. The City's regulations define short-term rentals as the rental of a dwelling, or a portion thereof, for periods of less than thirty consecutive days, excluding City-approved hotels, motels, bed and breakfasts, and time-share projects.

To operate a short-term rental, property owners must obtain a home occupation permit and a business license, and are required to comply with all applicable fire, building, health, and safety codes. The ordinance also mandates the payment of transient occupancy tax and limits the use of short-term rentals to overnight lodging, prohibiting events such as parties, commercial functions or renting out pools or storage units. Additional requirements include providing a local contact person available 24/7 to respond to complaints, notifying adjacent property owners of the rental's operation, and adhering to occupancy and parking limits. Only one short-term rental unit is permitted per address in multi-family complexes. These standards are intended to minimize neighborhood impacts and ensure that short-term rentals operate in a manner consistent with community expectations and public safety objectives.

The City's approach to regulating short-term rentals is consistent with broader land use and housing policies. Hosted short-term rentals are allowed in all residential zoning districts, provided they meet operational requirements and receive the necessary permits. Accessory dwelling units and junior accessory dwelling units may also be used as short-term rentals, subject to the same standards. The City's adopted ordinances are designed to minimize adverse impacts to neighboring residents and do not significantly constrain the development or use of short-term rental units.

The regulatory framework for short-term rentals in Clovis was developed in response to the increasing prevalence of online platforms facilitating these rentals and the associated community concerns regarding noise, parking, and neighborhood character. Prior to the adoption of these regulations, short-term rentals operated without formal City approval, business licensing, or tax collection, and enforcement was limited to responding to complaints. The current ordinance was established to address these gaps, provide clear operational standards, and ensure an equitable regulatory environment for both short-term rental operators and traditional lodging providers.

The City's policies are periodically reviewed and updated to remain consistent with state law and to address emerging trends in housing and hospitality. The regulatory structure is intended to

balance economic opportunity, neighborhood quality, and public safety, while providing mechanisms for enforcement and community input.

Number of Units in Clovis:

Over the past year, the City has made substantial progress in identifying and enforcing the Short-Term Rental ordinance. In spring 2024, the City partnered with HDL to analyze various online platforms used to market short-term rentals, with the goal of identifying units subject to compliance. At the outset of this initiative, fewer than 20 units were in compliance. HDL identified 174 active short-term rental listings within Clovis and initiated outreach to property owners to bring them into compliance. As a result, 105 units are now fully compliant, 53 units have canceled their listings and are no longer operating, and the remaining 16 units are currently undergoing enforcement actions by the City's Code Enforcement team.

Calls for Service:

The Police and Fire Departments have reviewed the current list of Short-Term Rentals and in the past year there has been a total of 111 calls for service, a decrease from 150 from the year prior.

Impact on Neighborhood Quality:

City staff continue to receive occasional feedback from residents expressing concerns about the impact of short-term rentals on neighborhood character. The most consistent issue raised is the perceived loss of community, as long-term neighbors are replaced by transient, hotel-style occupants. Additional concerns include periodic parking and noise nuisances, which the City addresses upon notification. For properties with multiple calls for service, staff is working directly with owners to achieve compliance and, when warranted, will initiate the process of revoking permits in accordance with the Municipal Code.

FISCAL IMPACT

During the 2024/25 fiscal year, approximately \$270,000 in transient occupancy taxes were collected from permitted short-term rentals, an increase of about \$70,000 compared to the previous year. Currently, operators are subject to a one-time home occupation permit fee of \$271 per application, along with an annual business tax certification fee of approximately \$245. The City also maintains a contract with HDL for about \$30,000 per year. As the number of short-term rentals continues to grow, additional staffing will be necessary to ensure effective oversight and compliance.

REASON FOR RECOMMENDATION

Calls for service have decreased by nearly 30% compared to the previous year. With support from HDL, almost 90% of short-term rentals within city limits are now compliant with permitting requirements and transient occupancy tax (TOT) payments. Staff continues to reach out to unregistered properties, and will issue notices and citations as appropriate. Properties with elevated call volumes are under investigation, and staff is considering revocation of home occupation permits where warranted. The current Municipal Code provides sufficient authority

for enforcement. Staff will continue to evaluate potential improvements to the code and will report back to Council as needed.

ACTIONS FOLLOWING APPROVAL

Staff will continue efforts to strengthen enforcement of the existing Municipal Code and monitor compliance progress. If the City Council chooses to pursue policy changes, staff will initiate the process to draft proposed amendments addressing short-term rental operational standards and enforcement provisions, as directed. Staff will collaborate with the City Attorney's Office to ensure legal sufficiency of the draft language and will engage relevant departments to incorporate operational and enforcement considerations. The draft ordinance amendments will be scheduled for presentation at a future City Council meeting for review and potential action.

CONFLICT OF INTEREST

None.

Prepared by: Paul Armendariz, Assistant City Manager

Reviewed by: City Manager AA

CITY OF CLOVIS MUNICIPAL CODE
9.58.065 Operating standards for short-term rentals.

In addition to all other requirements of this chapter, and notwithstanding any contrary provisions in this Code, short-term rentals are subject to the following operational standards:

A. Definitions. The definitions in this subsection shall govern the construction, meaning, and application of the following words and phrases used in this chapter:

1. "Local contact person" shall mean a person designated by an owner or the owner's agent, who, if designated to act as such, shall be available to respond to notification of a complaint regarding the dwelling, and take remedial action necessary, as required under subsection D of this section. A local contact person may be the owner or the owner's agent.
2. "Occupant" shall mean any person who is on or in a short-term rental property other than service providers or the owner, whether or not the person stays overnight.
3. "Operator" shall mean the owner or the designated agent of the owner who is responsible for compliance with this section.
4. "Owner" shall mean the person(s) or entity(ies) that holds legal or equitable title to a dwelling. "Owner" includes a lessee.
5. "Short-term rental" shall mean the rental of a dwelling or a portion thereof by the owner to another person or group of persons for occupancy, dwelling, lodging or sleeping purposes for a period of less than thirty (30) consecutive calendar days. The rental of units within City-approved hotels, motels, bed and breakfasts, and time-share projects shall not be considered to be a short-term rental.
6. "Short-term rental unit" shall mean the habitable interior space of a dwelling, or any portion thereof, that is being rented, or is intended to be rented, as a short-term rental to a person or group of persons.

B. The owner of a short-term rental unit shall not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental unit, regardless of whether such noncompliance was committed by the owner's agent, a local contact person or the occupants of the owner's short-term rental unit.

C. The owner shall ensure that the short-term rental property and short-term rental unit(s) comply with all applicable codes regarding fire, building and safety, health and safety, and all other relevant laws, regulations and ordinances, obtain all permits required, and pay all applicable fees.

D. While a short-term rental unit is rented, the owner or a local contact person shall be available by telephone twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of occupants of a short-term rental unit. The owner or a local contact person must be on the premises of the short-term rental at the request of an enforcement officer or the City's

Police Department within forty-five (45) minutes of contact to satisfactorily correct or take remedial action necessary to resolve any complaint, alleged nuisance or violation of this chapter by occupants occurring at the short-term rental property. Failure of the owner or a local contact person to respond to calls or complaints in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this chapter and/or Chapter 7 of Title 1.

E. Within ten (10) calendar days following the issuance of a home occupation permit for a short-term rental, the owner shall mail or personally deliver in writing the following information to the owners and occupants of properties contiguous to and directly across the street (or alley or other right-of-way) from the short-term rental property: the name and telephone number of the person, whether the owner or the local contact person, who shall be available twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of occupants of a short-term rental unit. Thereafter, within thirty (30) days of the issuance of the permit, the owner shall sign under penalty of perjury, and submit to the Director, a dated written certification that the required mailing or delivery was completed. At any time during the pendency of a home occupation permit for a short-term rental such information changes, the owner shall promptly mail or personally deliver in writing the updated information to maintain accuracy and shall also promptly submit to the Director a signed (under penalty of perjury) and dated written certification that the required mailing or delivery of the updated information was completed.

F. Short-term rental property(ies) and short-term rental unit(s) shall be used only for overnight lodging accommodations. At no time shall a short-term rental unit or short-term rental property be used for activities in excess of the occupancy limits established in subsection H of this section, or for weddings, receptions, parties, commercial functions, advertised conferences, or other similar assemblies that are separate from the purpose of lodging.

G. All advertising appearing in any written publication or on any website that promotes the availability or existence of a short-term rental shall include the City-issued permit number as part of the rental offering. No person shall advertise the use of a dwelling as a short-term rental unless the City has approved a home occupation permit for short-term rental pursuant to this chapter.

Number of Bedrooms	Total Occupants
0-Studio	2
1	4
2	7
3	9
4	11
5	13
6	15
7	17
8	19

H. The owner shall limit occupancy of a short-term rental property to a specific number of occupants. The following table sets forth the maximum number of occupants:

For any dwelling having more than eight (8) bedrooms, the maximum number of occupants shall not exceed nineteen (19) persons. If the home occupation permit for short-term rental limits occupancy to a number less than that shown on the table, the limit in the permit shall govern.

I. Only the habitable interior portions of a dwelling shall be utilized as a short-term rental. No garages, tents, camper trailers, recreational vehicles, or other exterior structures or spaces are permissible as short-term rentals.

J. In any advertising concerning the availability of a dwelling as a short-term rental, the owner or a local contact person shall advertise the maximum number of occupants allowed to occupy the short-term rental.

K. All vehicles of occupants of a short-term rental unit shall be parked only in an approved driveway or garage on the short-term rental property. The maximum number of vehicles allowed on a short-term rental property shall be limited to the number of available off-street parking spaces; however, such property must have a minimum of two (2) off-street parking spaces. The owner shall provide access to the garage of the dwelling if that area has been included in the determination of the number of available off-street parking spaces pursuant to this chapter. In no event shall off-street parking include the use of landscaped areas, any private or public sidewalk, parkway, walkway or alley (or any portion thereof) located on, at or adjacent to the short-term rental property, or the blocking of the driveway or street in front of said property. The term "sidewalk" shall include that portion of a driveway that is delineated for pedestrian travel or is in the public right-of-way.

L. No on-site exterior signs shall be posted advertising the availability of a short-term rental at the short-term rental property.

M. If an enforcement officer has received a complaint concerning a suspected violation of this chapter or of this code or any applicable law, rule, or regulation pertaining to the use or occupancy of a short-term rental unit, or if the enforcement officer has reason to believe that such a violation has occurred, the enforcement officer may notify the owner or the local contact person of the complaint or suspected violation and the notified person shall cooperate in facilitating the investigation and the correction of the suspected violation. Failure of the owner or the local contact person to affirmatively respond to the officer's request within forty-five (45) minutes by reasonably cooperating in facilitating the investigation and the correction of the suspected violation shall be deemed to be a violation of this chapter. Notwithstanding the foregoing, it is not intended that an owner or the local contact person act as a peace officer or place himself or herself in an at-risk situation.

N. No musical instrument, phonograph, loudspeaker, amplified or reproduced sound, or any machine or device for the production or reproduction of any sound shall be used outside or be audible from the outside of a short-term rental unit between the hours of 10:00 p.m. and 9:00 a.m.

O. Occupants shall not engage in outdoor activities on a short-term rental property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of swimming pools, hot tubs, spas, tennis and paddleboard courts, play equipment and other similar and related improvements. The hours between 10:00 p.m. and 9:00

a.m. are considered to be “quiet time,” where all activities at a short-term rental property shall be conducted inside of a short-term rental unit so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a short-term rental property or cause discomfort or annoyance to any reasonable person of normal sensitivity residing in the area.

P. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the responsible trash hauler, as set forth in Section 6.3.06, which provides for containers to be placed at the curb on the day of pickup and removed by noon the following day. The owner of a short-term rental property shall provide sufficient trash collection containers and service to meet the demand of the occupants. The short-term rental property shall be free of debris both on site and in the adjacent portion of the street.

Q. It is unlawful for any owner, occupant, renter, lessee, person present upon, or person having charge or possession of a short-term rental to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area, or violates any provision of Chapter 5.27, Article 6.

R. The owner and the local contact person shall ensure that the occupants of a short-term rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise, disorderly conduct, overcrowding, the consumption of alcohol, or the use of illegal drugs. Owners and local contact persons are expected to take any measures necessary to abate disturbances, including, but not limited to, directing the occupants of a short-term rental unit to cease the disturbing conduct, calling for law enforcement services or enforcement officers, removing the occupant(s), or taking any other action necessary to immediately abate the disturbance.

S. The owner shall post a sign at a conspicuous location within the short-term rental unit advising occupants of all rules and operational standards imposed upon occupants under this section.

T. All short-term rentals shall be subject to the City’s transient occupancy tax, as required by Chapter 3.3, Article 4. The owner shall also maintain at all times a valid Clovis business registration.

U. Short-term rentals shall not exceed one unit per address in any multiple-family complex comprised of two (2) or more residential units. (§ 2, Ord. 17-30, eff. February 7, 2018)



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 10, 2025

SUBJECT: Consider Approval – A Request to submit a Letter of Opposition Unless Amended to H.R. 5147 “WIRELESS Leadership Act”; and Authorize the Mayor to sign on behalf of the City of Clovis.

Staff: Andy Haussler, City Manager

Recommendation: Approve

ATTACHMENTS: 1. Draft Letter of Opposition unless amended
2. Proposed Legislation – H.R. 5147 “WIRELESS Leadership Act”

RECOMMENDATION

The City Council approve a letter of opposition unless amended to H.R. 5147 “WIRELESS Leadership Act”; and authorize the Mayor to sign and submit the letter on behalf of the City of Clovis.

EXECUTIVE SUMMARY

On November 3, 2025, on a consensus vote from the Council, staff was directed to bring back an item to Council to consider opposing H.R. 5147 “WIRELESS Leadership Act.”

H.R. 5147, the “WIRELESS Leadership Act,” was introduced on September 4, 2025, and would amend the Communications Act of 1934 to streamline siting processes for personal wireless service facilities, including small wireless facilities. The bill proposes to expand federal preemption related to permitting timelines, standards, and review authority, and may limit the City’s ability to regulate the placement, construction, and modification of wireless infrastructure within the public right-of-way. If enacted, the bill could reduce the City’s discretion to apply local zoning and design standards, constrain the basis for denial, and increase the likelihood of applications being approved through “deemed granted” provisions if statutory timelines are not met. These changes may affect how the City manages wireless siting reviews and coordinates evaluation across departments. Additionally, potentially greater concerns related to encroachment permit work are related to both siting and installation coordination. Staff would propose the legislation be amended to exempt any localities that have adopted a Master License Agreement with the wireless utilities for small cell wireless facilities, which would include the City of Clovis.

BACKGROUND

On November 3, 2025, the City Council reached consensus directing staff to return with information regarding H.R. 5147 and a draft letter of opposition for consideration.

H.R. 5147, known as the “WIRELESS Leadership Act,” was introduced in the 119th Congress (2025–2026) to amend the Communications Act of 1934 to streamline siting processes for personal wireless service facilities. The bill has been introduced in the House of Representatives and has not been approved by that body, it is currently in; it has not been enacted into law. The bill is part of an ongoing federal trend to expand preemption over local authority in the regulation of wireless telecommunications infrastructure. The bill follows prior federal action including the Federal Communications Commission (FCC) Declaratory Ruling and Third Report and Order (FCC 18-133), which established nationwide standards and limits for small cell wireless deployment related to fees, permit review timelines, and aesthetic requirements.

Clovis City Council adopted a Master License Agreement (MLA) for small cell wireless facilities on July 20, 2020. The MLA maintains wireless design guidelines and updated sections of the municipal code to align with existing federal law and FCC rulings and was done in coordination with the City of Fresno. This framework establishes a process for small-cell wireless implementation within the public right-of-way and guides placement, design compatibility, and review coordination across departments. Local governments, including Clovis, have historically exercised authority over land use, zoning, and right-of-way management, which enables tailoring of wireless facility deployment to local community conditions, public safety considerations, and design standards.

If enacted in its current form, H.R. 5147 may reduce the City’s discretion to apply local standards related to placement, design compatibility, and land use; shorten review timeframes; and narrow the basis for denial. The bill also raises concerns regarding potential expanded rights to use City assets, impacts to encroachment permitting and installation coordination, and potential effects to the City’s wireless communications/spectrum use. Even where some provisions appear similar to current federal timelines, the cumulative loss of local control and limits on the City’s ability to manage its public infrastructure remain the primary concern.

Staff proposes to request an amendment to the legislation exempting localities that have adopted a Master License Agreement for small cell wireless facilities.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

On November 3, 2025, on a consensus vote from the Council, staff was directed to bring an item back to the Council to consider a position on H.R. 5147 “WIRELESS Leadership Act.”

ACTIONS FOLLOWING APPROVAL

If approved, staff will send the draft letter of opposition, including requested amendments if any, to H.R. 5147 “WIRELESS Leadership Act”.

CONFLICT OF INTEREST

None.

Prepared by: Briana Parra, City Clerk

Reviewed by: City Manager *AP*



November 12, 2025

The Honorable Robert Latta
U.S. House of Representatives
2470 Rayburn House Office Building
Washington, D.C. 20515

RE: Letter of Opposition Unless Amended – H.R. 5147 “WIRELESS Leadership Act”

Dear Honorable Robert Latta,

On behalf of the City of Clovis, we respectfully submit this letter to express our opposition unless amended to H.R. 5147, the Wireless Leadership Act. While we support continued advancement in wireless deployment and the need for reliable service, H.R. 5147, as currently drafted, would significantly reduce the City’s ability to responsibly manage wireless siting within our community.

The bill expands federal preemption over local authority, shortens review timeframes, and introduces mandatory “deemed granted” approvals if timelines are not met. These provisions may limit the City’s ability to apply local zoning standards, coordinate installation with other public infrastructure, and fully review site-specific complications before facilities are placed. In addition, the prohibition against regulations that “have the effect of prohibiting” service could be interpreted to undermine reasonable local design standards and review practices that protect community character, safety, and infrastructure functionality.

We are also concerned the bill could be interpreted to grant broader access to City-owned assets, such as traffic signal poles and other specialized public facilities, which are currently controlled due to safety, operational, and infrastructure coordination concerns.

Clovis adopted a Master License Agreement to address these issues. This has led to a collaboration with small-cell providers for many years, has maintained a cooperative permitting environment, and supports wireless deployment that is safe, efficient, and responsive to community needs. Any federal framework moving forward should maintain

meaningful local review authority to ensure responsible siting and compatible integration with public infrastructure.

For these reasons, the City of Clovis respectfully requests that localities that have adopted a Master License Agreement for small-cell wireless installations be exempted in the legislation and urges Congress to preserve local control in wireless facility siting decisions.

Sincerely,

Vong Mouanoutoua
Mayor
City of Clovis

Cc: Congressman Vince Fong

I

119TH CONGRESS
1ST SESSION

H. R. 5147

To amend the Communications Act of 1934 to streamline siting processes for personal wireless service facilities, including small personal wireless service facilities, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 4, 2025

Mr. LATTA introduced the following bill; which was referred to the Committee on Energy and Commerce

A BILL

To amend the Communications Act of 1934 to streamline siting processes for personal wireless service facilities, including small personal wireless service facilities, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Winning the Inter-
5 national Race for Economic Leadership and Expanding
6 Service to Support Leadership Act” or the “WIRELESS
7 Leadership Act”.

ATTACHMENT 2

1 **SEC. 2. PRESERVATION OF LOCAL ZONING AUTHORITY.**

2 Section 332(c) of the Communications Act of 1934
3 (47 U.S.C. 332(c)) is amended by striking paragraph (7)
4 and inserting the following:

5 “(7) PRESERVATION OF LOCAL ZONING AU-
6 THORITY.—

7 “(A) GENERAL AUTHORITY.—Except as
8 provided in this paragraph, nothing in this Act
9 shall limit or affect the authority of a State or
10 local government or instrumentality thereof over
11 decisions regarding the placement, construction,
12 or modification of personal wireless service fa-
13 cilities.

14 “(B) LIMITATIONS.—

15 “(i) IN GENERAL.—The regulation of
16 the placement, construction, or modifica-
17 tion of a personal wireless service facility
18 by any State or local government or instru-
19 mentality thereof—

20 “(I) shall not discriminate among
21 personal wireless service facilities or
22 providers of communications service,
23 including by providing exclusive or
24 preferential use of facilities to a par-
25 ticular provider or class of providers
26 of personal wireless service; and

1 “(II) shall not prohibit or have
2 the effect of prohibiting the provision,
3 improvement, or enhancement of per-
4 sonal wireless service.

5 “(ii) ENGINEERING STANDARDS; AES-
6 THETIC REQUIREMENTS.—It is not a viola-
7 tion of clause (i) for a State or local gov-
8 ernment or instrumentality thereof to es-
9 tablish for personal wireless service facili-
10 ties, or structures that support such facili-
11 ties, objective, reasonable, and nondiscrim-
12 inatory—

13 “(I) structural engineering stand-
14 ards based on generally applicable
15 codes;

16 “(II) safety requirements; or

17 “(III) aesthetic or concealment
18 requirements (unless such require-
19 ments prohibit or have the effect of
20 prohibiting the installation or modi-
21 fication of such facilities or struc-
22 tures).

23 “(iii) TIMEFRAMES.—

24 “(I) IN GENERAL.—Except in the
25 case of an eligible facilities request to

1 which section 6409(a) of the Middle
2 Class Tax Relief and Job Creation
3 Act of 2012 (47 U.S.C. 1455(a)) ap-
4 plies, a State or local government or
5 instrumentality thereof shall grant or
6 deny a complete request for authoriza-
7 tion to place, construct, or modify a
8 personal wireless service facility not
9 later than—

10 “(aa) in the case of a re-
11 quest for authorization to place,
12 construct, or modify a personal
13 wireless service facility that is
14 not a small personal wireless
15 service facility—

16 “(AA) if the request is
17 for authorization to place,
18 construct, or modify such fa-
19 cility using an existing
20 structure, including with re-
21 spect to an area that has
22 not previously been zoned
23 for personal wireless service
24 facilities (other than small
25 personal wireless service fa-

1 cilities), 90 days after the
2 date on which the complete
3 request is received by the
4 government or instrumen-
5 tality; or

6 “(BB) if the request is
7 for any other action relating
8 to such facility, 150 days
9 after the date on which the
10 complete request is received
11 by the government or instru-
12 mentality; and

13 “(bb) in the case of a re-
14 quest for authorization to place,
15 construct, or modify a small per-
16 sonal wireless service facility—

17 “(AA) if the request is
18 for authorization to place,
19 construct, or modify such fa-
20 cility using an existing
21 structure, 60 days after the
22 date on which the complete
23 request is received by the
24 government or instrumen-
25 tality; or

1 “(BB) if the request is
2 for any other action relating
3 to such facility, 90 days
4 after the date on which the
5 complete request is received
6 by the government or instru-
7 mentality.

8 “(II) TREATMENT OF BATCHED
9 REQUESTS.—In the case of complete
10 requests described in subclause (I)
11 that are submitted as part of a single
12 batch and received by the government
13 or instrumentality on the same day,
14 the applicable timeframe under such
15 subclause for each request in the
16 batch shall be the longest timeframe
17 under such subclause that would be
18 applicable to any request in the batch
19 if such requests were submitted sepa-
20 rately.

21 “(III) APPLICABILITY.—The ap-
22 plicable timeframe under subclause (I)
23 shall apply collectively to all pro-
24 ceedings required by a State or local

1 government or instrumentality thereof
2 for the approval of the request.

3 “(IV) NO TOLLING.—A time-
4 frame under subclause (I) may not be
5 tolled by any moratorium, whether ex-
6 press or de facto, imposed by a State
7 or local government or instrumentality
8 thereof on the submission, acceptance,
9 or consideration of any request for au-
10 thorization to place, construct, or
11 modify a personal wireless service fa-
12 cility.

13 “(iv) DEEMED GRANTED.—

14 “(I) IN GENERAL.—If a State or
15 local government or instrumentality
16 thereof fails to take final action to
17 grant or deny a complete request
18 within the applicable timeframe under
19 subclause (I) of clause (iii), the re-
20 quest shall be deemed granted on the
21 date on which the government or in-
22 strumentality receives a written notice
23 of the failure from the requesting
24 party.

1 “(II) RULE OF CONSTRUC-
2 TION.—In the case of a request that
3 is deemed granted under subclause
4 (I), the placement, construction, or
5 modification requested in the request
6 shall be considered to be authorized,
7 without any further action by the gov-
8 ernment or instrumentality, beginning
9 on the date on which the request is
10 deemed granted under such subclause.

11 “(v) WRITTEN DECISION AND
12 RECORD.—Any decision by a State or local
13 government or instrumentality thereof to
14 deny a request for authorization to place,
15 construct, or modify a personal wireless
16 service facility shall be—

17 “(I) in writing;

18 “(II) supported by substantial
19 evidence contained in a written
20 record; and

21 “(III) publicly released, and pro-
22 vided to the requesting party, on the
23 same day such decision is made.

24 “(vi) ENVIRONMENTAL EFFECTS OF
25 RADIO FREQUENCY EMISSIONS.—No State

1 or local government or instrumentality
2 thereof may regulate the operation, place-
3 ment, construction, or modification of per-
4 sonal wireless service facilities on the basis
5 of the environmental effects of radio fre-
6 quency emissions to the extent that such
7 facilities or structures comply with the
8 Commission's regulations concerning such
9 emissions.

10 “(vii) FEES.—To the extent permitted
11 by law, a State or local government or in-
12 strumentality thereof may charge a fee to
13 consider a request for authorization to
14 place, construct, or modify a personal wire-
15 less service facility or a fee for use of a
16 right-of-way or a facility in a right-of-way
17 owned or managed by the government or
18 instrumentality for the placement, con-
19 struction, or modification of a personal
20 wireless service facility, if the fee is—

21 “(I) competitively neutral, tech-
22 nology neutral, and nondiscrim-
23 inatory;

24 “(II) established in advance and
25 publicly disclosed;

10

1 “(III) calculated—

2 “(aa) based on actual and
3 direct costs for—

4 “(AA) review and proc-
5 essing of requests; and

6 “(BB) repairs and re-
7 placement of components
8 and materials resulting from
9 and affected by the place-
10 ment, construction, or modi-
11 fication (including the in-
12 stallation or improvement)
13 of personal wireless service
14 facilities or repairs and re-
15 placement of equipment that
16 facilitates the placement,
17 construction, or modification
18 (including the installation or
19 improvement) of such facili-
20 ties; and

21 “(bb) using, for purposes of
22 item (aa), only costs that are ob-
23 jectively reasonable; and

11

1 “(IV) described to a requesting
2 party in a manner that distinguishes
3 between—

4 “(aa) nonrecurring fees and
5 recurring fees; and

6 “(bb) the use of facilities on
7 which personal wireless service
8 facilities are already located and
9 facilities on which there are no
10 personal wireless service facilities
11 as of the date on which the com-
12 plete request is received by the
13 government or instrumentality.

14 “(C) JUDICIAL OR ADMINISTRATIVE RE-
15 VIEW.—

16 “(i) JUDICIAL REVIEW.—Any person
17 adversely affected by any final action or
18 failure to act by a State or local govern-
19 ment or any instrumentality thereof that is
20 inconsistent with this paragraph may,
21 within 30 days after the action or failure
22 to act, commence an action in any court of
23 competent jurisdiction, which shall hear
24 and decide the action on an expedited
25 basis.

1 “(ii) ADMINISTRATIVE REVIEW.—

2 “(I) IN GENERAL.—Any person
3 adversely affected by any final action
4 or failure to act by a State or local
5 government or any instrumentality
6 thereof that is inconsistent with this
7 paragraph may petition the Commis-
8 sion to review such action or failure to
9 act.

10 “(II) TIMING.—Not later than
11 120 days after receiving a petition
12 under subclause (I), the Commission
13 shall grant or deny such petition.

14 “(D) WHEN REQUEST CONSIDERED COM-
15 PLETE; RECEIVED.—

16 “(i) WHEN REQUEST CONSIDERED
17 COMPLETE.—

18 “(I) IN GENERAL.—For the pur-
19 poses of this paragraph, a request to
20 a State or local government or instru-
21 mentality thereof shall be considered
22 complete if the requesting party—

23 “(aa) has taken the first
24 procedural step within the control
25 of the requesting party—

1 “(AA) to submit such
2 request in accordance with
3 the procedures established
4 by the government or instru-
5 mentality for the review and
6 approval of such request; or

7 “(BB) in the case of a
8 government or instrumen-
9 tality that has not estab-
10 lished specific procedures for
11 the review and approval of
12 such request, to submit to
13 the government or instru-
14 mentality the type of filing
15 that is typically required to
16 initiate a standard review
17 for a similar facility or
18 structure; and

19 “(bb) has not received a
20 written notice from the govern-
21 ment or instrumentality within
22 10 days after the date on which
23 the request is received by the
24 government or instrumentality, if
25 the request is with respect to a

14

1 small personal wireless service fa-
 2 cility, or 30 days after such date,
 3 if the request is with respect to
 4 any other personal wireless serv-
 5 ice facility—

6 “(AA) stating that all
 7 the information (including
 8 any form or other docu-
 9 ment) required by the gov-
 10 ernment or instrumentality
 11 to be submitted for the re-
 12 quest to be considered com-
 13 plete has not been sub-
 14 mitted;

15 “(BB) identifying the
 16 information required to be
 17 submitted that was not sub-
 18 mitted; and

19 “(CC) citing a specific
 20 provision of a publicly avail-
 21 able rule, regulation, or
 22 standard of the government
 23 or instrumentality that re-
 24 quires the information iden-

15

1 tified under subitem (BB) to
2 be submitted.

3 “(II) DEFINITION.—In this
4 clause, the term ‘the date on which
5 the request is received by the govern-
6 ment or instrumentality’ means—

7 “(aa) in the case of a re-
8 quest submitted electronically,
9 the date on which the request is
10 transmitted;

11 “(bb) in the case of a re-
12 quest submitted in person, the
13 date on which the request is de-
14 livered to the individual or at the
15 location specified by the govern-
16 ment or instrumentality for in-
17 person submission; and

18 “(cc) in the case of a re-
19 quest submitted in any other
20 manner, the date determined
21 under regulations promulgated by
22 the Commission for the manner
23 in which the request is sub-
24 mitted.

“(ii) WHEN COMPLETE REQUEST CON-
SIDERED RECEIVED.—For the purposes of
this paragraph, a complete request shall be
considered received—

“(I) except as provided in sub-
clause (II), on the date on which the
requesting party submits to the gov-
ernment or instrumentality all infor-
mation (including any form or other
document) required by the govern-
ment or instrumentality to be sub-
mitted for the request to be consid-
ered complete; or

“(II) in the case of a request
with respect to which all such infor-
mation is not submitted and that is
considered complete under clause
(i)(I) because the requesting party has
not received a written notice from the
government or instrumentality within
the period described in such clause, on
the day after the last day of such pe-
riod.

“(E) RULE OF CONSTRUCTION.—Nothing
in this paragraph may be construed to affect

section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. 1455(a)).

“(F) DEFINITIONS.—In this paragraph:

“(i) ANTENNA.—The term ‘antenna’ means an apparatus designed for the purpose of emitting radiofrequency radiation, to be operated or operating from a fixed location for the transmission of writing, signs, signals, data, images, pictures, and sounds of all kinds.

“(ii) COMMUNICATIONS NETWORK.—The term ‘communications network’ means a network used to provide a communications service.

“(iii) COMMUNICATIONS SERVICE.—The term ‘communications service’ means each of—

“(I) cable service, as defined in section 602;

“(II) information service;

“(III) telecommunications service; and

“(IV) personal wireless service.

1 “(iv) GENERALLY APPLICABLE
2 CODE.—The term ‘generally applicable
3 code’ means a uniform building, fire, elec-
4 trical, plumbing, or mechanical code adopt-
5 ed by a national code organization, or a
6 local amendment to such a code, to the ex-
7 tent not inconsistent with this Act.

8 “(v) NETWORK INTERFACE DEVICE.—
9 The term ‘network interface device’ means
10 a telecommunications demarcation device
11 and cross-connect point that—

12 “(I) is adjacent or proximate
13 to—

14 “(aa) a small personal wire-
15 less service facility; or

16 “(bb) a structure supporting
17 a small personal wireless service
18 facility; and

19 “(II) demarcates the boundary
20 with any wireline backhaul facility.

21 “(vi) PERSONAL WIRELESS SERV-
22 ICE.—The term ‘personal wireless service’
23 means any fixed or mobile service (other
24 than a broadcasting service) provided via

1 licensed or unlicensed frequencies, includ-
2 ing—

3 “(I) commercial mobile service;

4 “(II) commercial mobile data
5 service (as defined in section 6001 of
6 the Middle Class Tax Relief and Job
7 Creation Act of 2012 (47 U.S.C.
8 1401));

9 “(III) unlicensed wireless service;

10 and

11 “(IV) common carrier wireless
12 exchange access service.

13 “(vii) PERSONAL WIRELESS SERVICE
14 FACILITY.—The term ‘personal wireless
15 service facility’ means a facility used to
16 provide or support the provision of per-
17 sonal wireless service.

18 “(viii) SMALL PERSONAL WIRELESS
19 SERVICE FACILITY.—The term ‘small per-
20 sonal wireless service facility’ means a per-
21 sonal wireless service facility in which each
22 antenna is not more than 3 cubic feet in
23 volume (excluding a wireline backhaul fa-
24 cility connected to such personal wireless
25 service facility).

1 “(ix) UNLICENSED WIRELESS SERV-
2 ICE.—The term ‘unlicensed wireless serv-
3 ice’—

4 “(I) means the offering of tele-
5 communications service using a duly
6 authorized device that does not re-
7 quire an individual license; and

8 “(II) does not include the provi-
9 sion of direct-to-home satellite serv-
10 ices, as defined in section 303(v).

11 “(x) WIRELINE BACKHAUL FACIL-
12 ITY.—The term ‘wireline backhaul facility’
13 means an above-ground or underground
14 wireline facility used to transport commu-
15 nications service or other electronic com-
16 munications from a small personal wireless
17 service facility or the adjacent network
18 interface device of such facility to a com-
19 munications network.”.

○