

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, WHICH GRANTS TO THE TOWING OPERATORS LISTED ON ATTACHMENT A NON-EXCLUSIVE FRANCHISE TO PARTICIPATE IN THE FRESNO POLICE DEPARTMENT'S TOW CAR ROTATION LIST.

THE COUNCIL OF THE CITY OF FRESNO (THE "CITY") DOES ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance effectuates the terms and conditions set forth in the form of the Franchise Agreements executed by the City and the Towing operator(s) listed on Attachment A.

SECTION 2. Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions; and words or phrases not hereinafter in this section defined, but which are defined in any Franchise Document, as herein defined, shall have the same meanings herein, as so defined in such Franchise Documents (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

(a) " Towing operator " shall mean one or more of the companies listed on Attachment A, attached hereto and incorporated herein by reference.

(b) "Franchise Documents" shall mean and shall include all of the following:

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Date Adopted:

Date Approved

Effective Date:

City Attorney Approval: Be

Ordinance No.

- (1) Article XIII of the Charter of the City of Fresno.
- (2) Chapter 6, Article 2, of the Fresno Municipal Code.
- (3) The Non-Exclusive Franchise Agreements for Towing Services.
- (4) The written acceptance of the granting of a Non-Exclusive Franchise to Towing operators.
- (5) Resolution No. _____, Resolution of Intention to grant Franchises to the Towing operators.
- (6) This Ordinance.
- (7) Any and all documents which are referred to, defined, or described in any of the foregoing as "Franchise Documents."

(c) "Franchise Fee" shall mean any and all compensation or other consideration paid directly or indirectly to the City for the non-exclusive right to perform City generated tows pursuant to, and in the amount defined in the Non-Exclusive Franchise Agreement, and other rates established by the Non-Exclusive Franchise Agreement.

SECTION 3. Non-Exclusive Franchise Authorizing and permitting the Towing operator to do all things described by the Franchise Documents is hereby granted to the Towing operators identified in Exhibit "A," who have provided written acceptance to the terms and conditions set out in the Franchise Documents.

SECTION 4. The term of the Non-Exclusive Franchise Agreements shall be expressly stated in Attachment B, which is attached hereto and incorporated by reference.

SECTION 5. Towing operators shall pay to the City all franchise/administrative fees pursuant to, and in accordance with the Non-Exclusive Franchise Two Agreement.

SECTION 6. Staff shall provide Council with an annual status report on the tow franchise during the time of the annual review of the towing and storage fees under the Non-Exclusive Franchise Tow Agreement.

SECTION 7. This ordinance shall become effective and in full force and effect at 12:01 a.m. on the thirty-first day after its final passage.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing ordinance was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2014.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2014
Mayor Approval/No Return: _____, 2014
Mayor Veto: _____, 2014
Council Override Vote: _____, 2014

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Brandon M. Collet Date
Deputy

Attachments: Attachment A - List of Grantees
Attachment B - Franchise Agreement