

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, WHICH GRANTS TO THE COMPANIES LISTED ON ATTACHMENT A NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF COLLECTION SERVICES WITHIN THE CITY OF FRESNO.

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 Contractor(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) "Contractor" 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:

(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 Roll-Off Collection Services.

(4) The written acceptance of the granting of a Non-Exclusive Franchise to Contractors.

(5) Resolution No. \_\_\_\_\_, Resolution of Intention to grant Franchises to the Contractors.

(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 the fee paid by the Contractors to the City for the privilege to hold the non-exclusive rights granted by the Franchise Agreement and as defined within Section 8.2 of the Non-Exclusive Franchise Agreement.

SECTION 3. Non-Exclusive Franchise Authorizing and permitting the Contractors to do all things described by the Franchise Documents is hereby granted to the Contractors.

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. Contractors shall pay to the City all Franchise Fees and other fees that are due and payable pursuant to the Franchise Agreements.

SECTION 6. 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