

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FRESNO,
CALIFORNIA, WHICH GRANTS TO SELMA DISPOSAL
AND RECYCLING, LLC, A NON-EXCLUSIVE FRANCHISE
FOR ROLL-OFF COLLECTION SERVICES WITHIN THE
CITY OF FRESNO.

THE COUNCIL OF THE CITY OF FRESNO ("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 Selma Disposal and Recycling, LLC.

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 Selma Disposal and Recycling, LLC.
- (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.

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Date Adopted:

Date Approved

Effective Date:

City Attorney Approval: ABF

Ordinance No.

(3) The Non-Exclusive Franchise Agreement for Roll-Off Collection Services.

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

(5) Resolution No. _____, Resolution of Intention to grant a Franchise to the Contractor.

(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 Contractor 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 Contractor to do all things described by the Franchise Documents is hereby granted to the Contractor.

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

SECTION 5. Contractor shall pay to the CITY all Franchise Fees and other fees that are due and payable pursuant to the Franchise Agreement.

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.

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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 _____, 2015.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2015
Mayor Approval/No Return: _____, 2015
Mayor Veto: _____, 2015
Council Override Vote: _____, 2015

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Amanda B. Freeman Date
Deputy

Attachments: Attachment A - Franchise Agreement

ABF:cg 68313cg/ord