

ORDINANCE 20-14**AN ORDINANCE GRANTING A FRANCHISE TO J & A RECYCLING, LLC FOR THE COLLECTION, TRANSPORTATION AND RECYCLING OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection and disposal of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, **J & A RECYCLING, LLC** is a solid waste recycling company that wishes to engage in the business of solid waste collection and recycling within the City; and

WHEREAS, the City Council wishes to grant to **J & A RECYCLING, LLC** a nonexclusive franchise to collect, transport and recycle solid waste within the City, upon the terms and conditions set forth herein below and in the Recycling Franchise Agreement (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit 1

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. The City of Roswell hereby grants to **J & A RECYCLING, LLC** a nonexclusive franchise for the collecting, transporting, and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in Exhibit B of the Agreement.

SECTION 2. **J & A RECYCLING, LLC** may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. **J & A RECYCLING, LLC** is prohibited from exercising the franchise in the absence of a written agreement with the City, however, **J & A RECYCLING, LLC** shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3. The franchise is contingent on **J & A RECYCLING, LLC**'s compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

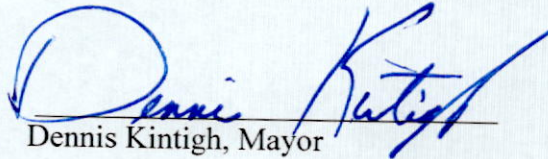
1
2 SECTION 6. This ordinance shall be effective after thirty (30) days following its after its adoption,
3 unless an election is held pursuant to NMSA 1978 Section 3-42-1 (C). A petition calling for an
4 election on the grant of this franchise must be filed no later than thirty (30) days after the adoption
5 of the ordinance and must comply with the requirements of NMSA 1978 Section 3-42-1 (C). In the
6 event that an election is held, the effective date shall be as prescribed by statute.

7 PASSED, ADOPTED, SIGNED and APPROVED December 10, 2020.

8
9 CITY SEAL



19 Sharon Coll, City Clerk


Dennis Kintigh, Mayor