



COMMERCIAL COLLECTION SERVICE

PERMIT APPLICATION

DESCRIPTION: All Commercial Collection Services that collect, remove, or transport recycling and/or organic compost within the City of Amarillo that are not defined as Residential Collection must obtain a Commercial Collection Permit. Applicant agrees to comply with all applicable provisions of the Municipal Code, as amended, and with the attached Terms and Conditions. The Amarillo Municipal Code is available here: https://library.municode.com/tx/amarillo/codes/code_of_ordinances.

For additional questions about this application, please contact Public Works at 806-378-6000 or COAPublicWorks@amarillo.gov.

INSTRUCTIONS: To obtain a Commercial Collection Service Permit this application and all attachments must be completed in full and signed by a legally authorized representative. All attachments must be clearly labeled.

1. Submit application by mail to: City of Amarillo, Attn: Public Works P.O. BOX 1971 Amarillo, TX 79105
2. Payment must be made in check or money order payable to: City of Amarillo.

Upon completed application, submission of all required certifications, fees, and a fully executed Permit Agreement, permit holder will receive two decals for each vehicle indicated. The placement of the decals shall be on the driver and the passenger door.

APPLICATION CHECKLIST:

- ☐ Complete Application with \$100 Application Fee
- ☐ Annual Report (If renewal)
- ☐ Insurance Certificates: Attach copies of your general and commercial automobile liability insurance policies
- ☐ Vehicle Fee \$100 per vehicle (2 decals per vehicle)
- ☐ Container Fee (\$25 per container)

COMMERCIAL COLLECTION SERVICE APPLICANT INFORMATION:

Name of Applicant

Business Entity Name

Tax ID

List Parent Company or any
Subsidiaries under which the
Business will operate

Local Address

City

State

Zip

Telephone:

Mailing Address (if different from
above)

City:

State:

Zip:

Business Email

Primary Contact

Title

Contact Email

Business Website

What type of collection services do you provide? ☐ Solid Waste/Landfill ☐ Recycling ☐ Compost/Organic

COMMERCIAL COLLECTION SERVICE PERMIT APPLICATION

Where are the materials hauled to (landfill, recycling center, compost facility – specify city and state)?

Expected tonnage to be delivered to the City of Amarillo Landfill during a 12-month period: _____

APPLICATION AND DECAL FEES:

VEHICLES: Requires two (2) decals per vehicle. The cost per decal is \$50.

Total of Commercial Collection vehicles _____ X \$100 = \$ _____
 _____ Total \$ _____

Commercial Collection Service Vehicles (list additional vehicles on separate page, if needed):

License Plate #	Make	Model	Year	Gross Vehicle Wt	Vin #

CONTAINERS: The cost per container is \$25. (list additional containers on separate page, if needed)

Total of Commercial Collection Service containers _____ X \$25 per container= \$ _____

Size (cubic yards)	Quantity	Type		
		<input type="checkbox"/> Solid waste/landfill	<input type="checkbox"/> Recycling	<input type="checkbox"/> Compost/organic
		<input type="checkbox"/> Solid waste/landfill	<input type="checkbox"/> Recycling	<input type="checkbox"/> Compost/organic
		<input type="checkbox"/> Solid waste/landfill	<input type="checkbox"/> Recycling	<input type="checkbox"/> Compost/organic
		<input type="checkbox"/> Solid waste/landfill	<input type="checkbox"/> Recycling	<input type="checkbox"/> Compost/organic
		<input type="checkbox"/> Solid waste/landfill	<input type="checkbox"/> Recycling	<input type="checkbox"/> Compost/organic

Application Fee Total \$100.00

Vehicle Decal Total (from above) \$ _____

Container Decal Total (from above) \$ _____

Total Due with Application \$ _____

COMMERCIAL COLLECTION SERVICE PERMIT APPLICATION

COMMERCIAL COLLECTION SERVICE PERMIT APPLICATION

SIGNATURES:

Signature	Printed Name	Date
Signature of Applicant (if different than Above)	Printed Name	Date

By signing this application, I certify that all statements and representations contained in this application are true, correct and complete.

THE STATE OF TEXAS

THE COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____,

Known to me the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposed and consideration therein expressed.

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, 20____.

[PERSONALIZED SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

COMMERCIAL COLLECTION SERVICE PERMIT APPLICATION

For City Use Only		
Approved	Public Works Manager	Date
<input type="checkbox"/> NEW	<input type="checkbox"/> RENEWAL	
Permit Holder No:		
	Signature	
	Director of Public Works	Date

COMMERCIAL COLLECTION SERVICE PERMIT AGREEMENT

TERMS AND CONDITIONS

1. **Audit.** The City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Permit Holder, and those of its officers, directors, agents, employees and subcontractors involving transactions relating to this Article and including but not limited to Permit Holder's financial condition and creditworthiness, regulatory compliance, insurance, bonding status; and customer and sales tax records for a period of four (4) years following the expiration or termination of the Agreement.
2. **Notices.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given: (i) upon delivery, if delivered by hand, (ii) three (3) days after being mailed first class, certified mail return receipt requested, postage and registry fees prepaid, or (iii) one Business Day after being delivered to a reputable overnight courier service excluding the U.S. Postal Service prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

Notices to Permit Holder:

Notices to City:

City of Amarillo
Attn: Legal Department
PO Box 1971
Amarillo, TX 79105-1971

3. **Taxes.** In the event that any excise, sales or other taxes are due or become due relating to this Agreement, Permit Holder shall be responsible for the timely payment of such taxes and any penalty and interest.
4. **Assignment.** The Permit Holder shall not sell, assign, transfer or convey any interest in this Agreement in whole or in part without the prior written consent of the City. No assignment, transfer or conveyance under this Agreement will be effective without the prior written consent of the City.
5. **Conflict of Interest.** The Permit Holder covenants and agrees that the Permit Holder and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Agreement. Any violation of this provision shall render this Agreement voidable at the discretion of the City.
6. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **Non-discrimination.** Permit Holder shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Permit Holder shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
8. **Disability.** In accordance with the Americans with Disabilities Act of 1990 (ADA), Permit Holder warrants that it and any and all of its sub-contractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions for employment for applicants for employment with, or employees of Permit Holder or any of its sub-contractors. Permit Holder warrants it will fully comply with ADA's provisions and any other applicable federal, state, and local laws concerning disability and will defend, indemnify and hold City Harmless against any claims or allegations asserted by third parties or sub-contractors against City arising out of Permit Holder's and/or its subcontractor's alleged failure to comply with the above referenced laws concerning disability discrimination in the performance of this Agreement.
9. **Compliance with Laws.** This Agreement is entered into subject to the Charter and ordinance of the City of Amarillo, as they may be amended from time to time and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws as they may be amended from time to time. Further, Permit Holder expressly agrees to comply with all City ordinances and state and federal laws regulating the handling, disposal, and transportation of hazardous waste materials. The parties to this Agreement agree and covenant that for all purposes including performance and execution that

COMMERCIAL COLLECTION SERVICE PERMIT AGREEMENT

this Agreement will be enforceable in Amarillo, Texas and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Potter County, Texas.

10. **INDEMNIFICATION.** Permit Holder agrees to indemnify and hold harmless City and its employees from and against damages, judgments, costs, reasonable attorneys' fees, interest, expenses, and liabilities of any kind arising out of the negligent performance of permit holder or permit holder's agents, subcontractors, or employees under this agreement.
11. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect the parties to the Agreement specifically intend that (a) the contract only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the City or Permit Holder or both; and (b) the terms of this Agreement are not intended to release, either by Agreement or operation of law, any third person or entity from obligation owing by them to either City or Permit Holder.
12. **Entire Contract; Modification.** This Agreement embodies the complete contract of the parties hereto and supersedes all oral or written previous and contemporary contracts between the parties relating to matters herein and except as otherwise provided herein, cannot be modified without written consent of the parties.
13. **Force Majeure.** Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure of delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
14. **Non-Waiver.** If either party fails to require the other to perform a term of this Agreement that failure does not prevent the party from later enforcing that term and all other terms. If either party waves the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Superintendent or by any other employee or agent of the City, of any part of the Permit Holder's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.
15. **Headings.** The headings of the sections contain in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement of any term, condition or provision hereof.
16. **Termination.** The City's right to terminate this Agreement for any of the reasons below is cumulative of all rights and remedies which exist now or in the future.
 - (a) **Termination for cause.** The City may terminate this Agreement for a breach by the Permit Holder of any provision of this Agreement or of Chapter 8-3 of the Amarillo Municipal Code, provided however, that the City shall have first notified the Permit Holder in writing of the proposed termination and shall have given the Permit Holder a thirty (30) day period to cure the breach.
 - (b) **Immediate Termination.** Immediate Termination may occur if, in accordance with Section 8-3-62 of the Amarillo Municipal Code, the Superintendent determines that termination is in the best interest of the public.
17. **Survival.** Permit Holder shall remain obligated to the City under all terms of this Agreement that expressly by their nature extend beyond the expiration or termination of the Agreement including but not limited to the indemnity provisions for four (4) years after the final termination of the Agreement unless a cause of action arises under the insurance provisions of this Agreement or a cause of action arises from an action that is not reasonably noticeable by the City during the term of the Agreement.

[signatures on next page]

COMMERCIAL COLLECTION SERVICE PERMIT AGREEMENT

IN WITNESS WHEREOF, the parties have hereto set their hands by the representatives thereunto duly authorized on this ____ day of _____, 2025.

Permit Holder:
Business Name

CITY OF AMARILLO, TEXAS

BY:

Title:

BY:

Grayson Path
City Manager

ATTEST:

BY:
Stephanie Coggins
City Secretary

Exhibit A

Tonnage Report (Submit with Permit Fee Remittance Form)

Permit Holder Name: _____

Quarterly Commercial Collection Report

Material Collected	Amount in Tons (For Quarter Ending): _____)
Solid Waste/Landfill	
Recycling	
Compost/Organic	
Other list type: (i.e. pallets, batteries, electronics, etc.	
Total Tonnage:	

Number of Containers Serviced:

Material Collected	Number of Containers Serviced:
Solid Waste/Landfill	
Recycling	
Compost/Organic	
Other list type: (i.e. pallets, batteries, electronics, etc.	

For City Use Only	
City Staff	Date Received
Comments"	

COMMERCIAL COLLECTION SERVICE PERMIT AGREEMENT

Exhibit B

Permit Fee Remittance Form

For Quarter Ending: (check one)

- ☐ **March (Due no later than April 30)**
☐ **June (Due no later than July 30)**
☐ **September (Due no later than October 30)**
☐ **December (Due no later than January 30)**

Permit Holder Name:

Address:

City

State

Zip Code

Telephone:

Email:

Permit Fees in the amount of _____ percent of gross revenues for Commercial Collection Service provided by the Permit Holder are due at the end of each calendar quarter no later than thirty (30) days after the end of each calendar quarter. Late fees shall be assessed for any fees not received by the due date.

Permit Fee Remittance Amount \$_____

Attach copies of:

Monthly or Quarterly financial statements that verify all services billed to Commercial customers during the quarter for which the report is being submitted (e.g., Income Statements, Sales Revenue, etc.)

Attach check or money order made payable to the: **City of Amarillo.**

Remit to: City of Amarillo
Attn: Public Works
P.O. BOX 1971
Amarillo, TX 79105