CITY OF HOUSTON
DEPARTMENT OF SOLID WASTE MANAGEMENT
SPONSORSHIP INSTRUCTIONS

A SPONSORSHIP AGREEMENT is a formal agreement between the Civic Association and the City of Houston, Department of Solid Waste Management. The Civic Association agrees to be responsible for the collection of solid waste for all residential units in the geographical area to be served. The Department of Solid Waste Management will, in turn, reimburse the civic association for the cost of such solid waste service in accordance with a rate established by the City Council of the City of Houston.

The Association must comply with the following requirements in order to enter into a **Sponsorship Agreement**:

The civic association that is applying must meet the requirements of Chapter 39 of the City of Houston Code of Ordinances as amended by Ordinance No. 2007-575, a copy of which is enclosed.

Two original agreements are enclosed for your convenience. Please study them carefully, as this present document is **only a guide**. Important details are outlined in full in the agreement.

Upon returning the sponsorship application, the following information is required in order to expedite your request for a sponsorship agreement:

1. **Provide a list of all streets in the service area, with the numbers of the eligible residences listed in numerical order below their respective street names and a plat map of the service area (THE NAMES OF THE PRESENT OCCUPANTS IS NOT REQUIRED.)**

2. **Provide a copy of the ARTICLES OF INCORPORATION.**

3. **Both agreements must be signed by the President of the association and attested by a second officer.**

Return both original agreements and completed form W-9 with the required information listed above so that the agreement can become effective at the earliest possible date, if approved. Processing can be delayed if the specified information is not returned. Please mail information to the following address:

City of Houston
Solid Waste Management Department
P.O. Box 1562
Houston, Texas 77251-1562

SOLID WASTE
SPONSORSHIP AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE

PRESENTS:
COUNTY OF HARRIS

THIS SOLID WASTE SPONSORSHIP AGREEMENT is made and entered into as of the date herein last specified by and between the **CITY OF HOUSTON, TEXAS,** a municipal corporation and home-rule city which is principally situated in Harris County, Texas, (hereinafter referred to as **"CITY"**) and _____ _____, (hereinafter referred to as **"CIVIC ASSOCIATION"**).

W I T N E S S E T H:

WHEREAS, the **CITY,** by Article 1175, V.R.C.S., is empowered to provide for collection of solid waste within the city limits of Houston; and,

WHEREAS, the **CITY,** by Council Code of Ordinance No. 2007-575, passed May 16, 2007, (hereinafter referred to as **"ORDINANCE"**), has established a policy to permit civic associations to conduct the private collection of solid waste from certain residential units located upon public streets within the city limits of Houston; and,

WHEREAS, the **CIVIC ASSOCIATION** is qualified under the terms of the **ORDINANCE,** and is authorized to enter in this Agreement as long as it continues to be qualified under said **ORDINANCE;**

NOW, THEREFORE, for and in consideration of these premises the **CITY** and the **CIVIC ASSOCIATION** agree as follows:

I.
DEFINITIONS

1.1 "CIVIC ASSOCIATION" shall mean a legally constituted entity, pursuant to corporate laws of the State of Texas, owned by or with membership consisting of a majority of the owners of the residential units within the agreed Service Area.

1.2 "DIRECTOR" shall mean the Director of the **Department of Solid Waste Management** of the **City of Houston, Texas,** or a duly authorized representative.

1.3 "RESIDENTIAL UNIT" shall mean any structure within the city limits of the **CITY** devoted to use as a single-family residence. Residential units shall also include the definition contained in **Chapter 39** of the **City of Houston Code of Ordinances.**

1.4 "SERVICE AREA" shall mean that area within the **CIVIC ASSOCIATION** shall be responsible for providing solid waste service to residential units, as shown in **Exhibit "A",** attached hereto and made a part hereof for all purposes, which shall include a complete list by street address, of the number of residential units serviced for which the **CITY** shall reimburse the **CIVIC ASSOCIATION.** The total number of qualified residential units is _____ .

II.
SCOPE OF SERVICE

2.1 Pursuant to the procedure stated in the **ORDINANCE,** the **CIVIC ASSOCIATION** shall be responsible for contracting for or otherwise acquiring solid waste services to serve all residential units, including those units which qualification pursuant to the **ORDINANCE** was requested by the **CIVIC ASSOCIATION** and denied by the **DIRECTOR,** within the Service Area. In so doing, the **CIVIC ASSOCIATION** shall act as an independent contractor, totally responsible for the supervision and day-to-day operation of said service, subject to the provisions of this agreement and the **ORDINANCE,** shall not act as an agent or representative of the **CITY** in acquiring or operating said service, holding **CITY** harmless as to any injury to persons or damage to property occurring as a result of said service. The **CIVIC ASSOCIATION** may contract with other entities for said service.

2.2 CIVIC ASSOCIATION agrees that any entity actually providing solid waste service hereunder shall be authorized to do business in the State of Texas with all permits, licenses, or other requisite conditions as required by Federal, State or Local Law.

2.3 CIVIC ASSOCIATION agrees that any entity actually providing solid waste service hereunder shall comply with all Federal, State, and Local Laws regarding the collection, transfer, and disposal of solid waste.

2.4 CIVIC ASSOCIATION agrees that any entity actually providing solid waste service hereunder shall be an independent contractor and not an agent or representative of the **CITY.**

2.5 CIVIC ASSOCIATION agrees that any entity actually providing solid waste service hereunder shall collect and dispose of solid waste within the Service Area for the **CIVIC ASSOCIATION** no less frequently than the basic service provided by the City pursuant to Section 39-65 of the Houston City Code; provided that, any such collection shall not be required and may be delayed until the subsequent regularly scheduled collection day when collection would fall on the following holidays:

New Years Day,
Martin Luther King's Birthday,
Easter Sunday,
Memorial Day,
July 4, Independence Day
Labor Day,
Thanksgiving Day, or
Christmas Day;

III.
PAYMENT OF COST OF GARBAGE SERVICE

3.1 The **CIVIC ASSOCIATION** shall be solely responsible for payment of the cost of solid waste service to any entity actually providing solid waste service hereunder.

3.2 The **CITY,** shall upon the request of paid invoices submitted by the **CIVIC ASSOCIATION** to the **CITY** on a monthly basis reimburse the **CIVIC ASSOCIATION** for the actual cost of the solid waste service provided hereunder, up to and not to exceed the amount established from time to time by the Houston City Council, as the limit to be paid by the **CITY** per month for each residential unit actually provided solid waste service by the **CIVIC ASSOCIATION.** [1] Furthermore, monthly invoices to the **CITY** shall contain: the number of units served under this **SPONSORSHIP AGREEMENT;** reimbursement rate per unit (**actual cost or the rate per unit set by the Houston City Council, whichever is smaller**); the total amount of reimbursement requested; the month for which reimbursement is requested; the correct name and mailing address of **CIVIC ASSOCIATION**; and the date invoice is prepared. **CITY** shall on or about thirty (30) days after receipt from the **CIVIC ASSOCIATION,** copies of actual paid invoices prepared by the entity actually providing solid waste services hereunder evidencing payment by the **CIVIC ASSOCIATION,** reimburse the **CIVIC ASSOCIATION,** subject to the limitations of the **CITY ORDINANCE** and such other limitations contained herein. Payment of this reimbursement shall constitute the **CITY'S** sole obligation under this Agreement. **CITY** shall not be obligated to reimburse the CIVIC **ASSOCIATION** on any invoices for solid waste service rendered during periods of time outside the term of this agreement.

3.3 The **CITY** shall have the right during normal business hours to inspect any and all **CIVIC ASSOCIATION** records regarding solid waste services, and the **CIVIC ASSOCIATION** shall cooperate fully in making such records available at the request of the **CITY.**

3.4 The Director at his sole discretion, shall have the right to require the **CIVIC ASSOCIATION** to cause all solid waste collected under this **AGREEMENT** or any

[1] **Pursuant to the Ordinance 2007-575, the Houston City Council may at any time adjust the reimbursement amount higher or lower than the current maximum rate of $6.00 per month per eligible household.**

renewal hereof to be disposed of at a site designated by the Director. The Director shall exercise this right or any renewal hereof by giving **CIVIC ASSOCIATION** written notice designating the required disposal site at least 30 days prior to the expiration of the then current term or renewal term of this **AGREEMENT** upon receipt of such notice, **CIVIC ASSOCIATION** shall have the option of complying with the CITY'S directive or refusing to renew this **AGREEMENT.**

IV.
DEFAULT BY CIVIC ASSOCIATION

4.1 When in the opinion of the **DIRECTOR,** the **CIVIC ASSOCIATION** has failed to comply with any of the provisions of the **ORDINANCE** or with any of the material terms and conditions of this **AGREEMENT,** including, but not limited to, by failure to provide solid waste service to all **RESIDENTIAL UNITS** within the **SERVICE AREA,** the **DIRECTOR** shall declare **CIVIC ASSOCIATION** in default of this **AGREEMENT,** and the **CITY** shall assume the responsibility for providing waste service to **RESIDENTIAL UNITS** within the **SERVICE AREA;** provided that prior to any termination for default, the **DIRECTOR** shall give the **CIVIC ASSOCIATION** ten (10) days' written notice of the substance of any such default within said ten (10) day period, then this **AGREEMENT** shall not be terminated; provided further, however, that the **DIRECTOR** may terminate this **AGREEMENT** without affording ten days' prior notice and an opportunity to cure when, in his opinion, conditions of the breach are such that in the **DIRECTOR's** judgement they constitute an immediate threat to the health, safety, or welfare of the citizens of the **CITY.**

V.
MISCELLANEOUS PROVISIONS

5.1 ADDRESS AND NOTICE. Unless otherwise provided in the Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made and accepted by any party to the other shall be in writing and shall be given or be served by depositing the same in the United States mail, post paid and registered or certified and addressed to the party to be notified, with return receipt requested. Any notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in the Agreement, from and after the expiration of three (3) days after it is so deposited.

Notices given in any other manner shall be effective if and when received by the party to be notified. For the purpose of notice, the address of the parties shall, until changed as hereinabove provided, be as follows:

If to the **CITY,** to

Director, Department of Solid Waste Management
City of Houston
Post Office Box 1562
Houston, Texas 77251

or if to the **CIVIC ASSOCIATION**, to:

_____

_____

_____

_____

Both parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address, provided at least fifteen (15) days written notice is given of such new address to the other parties.

5.2 ASSIGNABILITY. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other parties.

5.3 NO ADDITIONAL WAIVER IMPLIED. The failure of any party hereto to insist, in any one or more instances upon performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such party with respect to such future performance shall continue in full force and effect.

5.4 MODIFICATION. Except as otherwise provided in this Agreement, this Agreement shall be subject to amendment, change or modification with the mutual consent of the parties hereto or by amendment to the **ORDINANCE.**

5.5 PARTIES IN INTEREST. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon third party.

5.6 MERGER. This Agreement embodies the entire Solid Waste Sponsorship Agreement between the parties. There are no prior effective representations, warranties or agreements, oral or written, between the parties.

5.7 TERM. This Agreement shall be in force and effect from the countersignature date of the City Controller through the next June 30, following.

5.8 RENEWALS. The City Council hereby delegates to the Director the authority to approve additional one-year renewals of this **AGREEMENT** after the initial one year period set out in Section 3 of **Ordinance No. 2007-575** has expired, contingent upon **CIVIC ASSOCIATION's** having performed all of its duties under this **AGREEMENT** for the previous year, upon City Council's appropriation of sufficient funds to pay for the **AGREEMENT** and upon Director's determination that a renewal would be in the **CITY's** best interests. Each renewal option may be exercised by the **DIRECTOR** following the timely receipt of a letter from the **CIVIC ASSOCIATION** which clearly expresses an intent to renew for the one-year period following June 30 of the current Contract year. If no such letter is received by the **DIRECTOR** on or before June 30, then the renewal option right shall expire. Each renewal option term shall expire on the next following June 30, unless sooner terminated as elsewhere provided herein. Approval of such renewal by the Director shall be deemed to satisfy all requirements of **Ordinance No. 2007-575** relating to renewals, and by approval of this **AGREEMENT,** the City Council hereby amends such **ORDINANCE** to the extent necessary to permit the Director to authorize additional renewals of this **AGREEMENT** after expiration of the renewal terms in the **ORDINANCE.**

5.9 TERMINATION BY THE CITY. The **DIRECTOR** shall have the right to terminate this **AGREEMENT,** or any subsequent renewal, at any time, without notice where in his judgement an emergency exists that jeopardizes the public health, safety and welfare of the **CITY** or its citizens. The City Council of the **CITY** may cause this **AGREEMENT** to be terminated, without cause, upon thirty (3) days' advance written notice of the termination date to the **CIVIC ASSOCIATION.** The rights of termination in this Paragraph are cumulative of the rights extended in Paragraph 4.1 of this **AGREEMENT.**

5.10 TERMINATION BY THE CIVIC ASSOCIATION. The **CIVIC ASSOCIATION** shall have the right to terminate this **AGREEMENT,** or any subsequent renewal upon ninety (90) days advance written notice of the termination date to the **CITY.**

5.11 ENFORCEMENT BY CITY ATTORNEY. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this **AGREEMENT** without further authorization. The **CIVIC ASSOCIATION** covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining the **CIVIC ASSOCIATION's** compliance with this **AGREEMENT,** with the exception of those documents made confidential by federal or state law or regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, and shall be effective as of the date of this Ordinance referenced below.

CITY OF HOUSTON, TEXAS

_____
Harry J. Hayes
Solid Waste Management Department

COUNTERSIGNED:

_____
City Controller

Date of Countersignature:

_____ _____

_____
CIVIC ASSOCIATION

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

_____

Title: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of Houston, Texas, Ordinance No. 2007-575

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO SOLID WASTE COLLECTION IN THE CITY; REPEALING ORDINANCE NO. 85-842 RELATING TO SOLID WASTE SPONSORSHIP AGREEMENTS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, in 2006, the Mayor's Solid Waste Task Force ("Task Force") was appointed by Mayor Bill White to study various issues relating to the City's Solid Waste Management Department and its services; and

WHEREAS, on April 2, 2007, in a special meeting of the City Council, the Task Force presented its final report and recommendations for changes to the City's solid waste operations; and

WHEREAS, the Task Force recommended certain revisions to Chapter 39 of the Code of Ordinances, Houston, Texas, to address issues such as eligibility for basic garbage collection service provided by the City, sponsorship agreements in lieu of garbage collection by the City and other operational matters; and

WHEREAS, the City Council agrees with the Task Force recommendations as they relate to the suggested revisions to Chapter 39 and now wishes to effect such revisions to the City Code; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

Section 2. That Section 39-1 of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

"**Sec. 39-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alley means a public right-of-way that is used only for secondary access to individual properties that have their primary access from an adjacent public street or an approved common or compensating open space or courtyard that has direct access to a public street.

Automated service container means a rolling, molded plastic container, equipped with a lid, capable of holding not more than 90 gallons, and designed and intended to be collected by means of a garbage collection vehicle designed to be operated by a single individual.

Basic collection service means the collection of residential garbage or trash by the city effected by the use of a garbage truck manufactured or configured to permit the driver to collect the garbage and rubbish from automated service containers placed at the edge of the public street curbline or edge of paving by means of a mechanical device operated by the driver without the necessity of leaving the cab of the truck. The term also includes the collection of garbage or trash in one-way containers pursuant to section 39-62(c)(3) of this Code.

Bulk container means any container used for the collection and/or disposal of solid waste that is designated and intended:

a. To be transported from the premises where it is used by mechanical means with its contents to the dumpsite; or

b. To be emptied by mechanical means upon the premises where it is used into a waste transport vehicle.

Without limitation, the term includes the 'dumpster' type containers that are commonly used in multifamily residential, commercial, industrial and public locations. Provided, that the term shall not include the rolling automated service containers that are furnished by the city and private collection contractors to residents where basic collection service equipment is utilized.

Bulk container service provider means the owner of the bulk container, provided that if a person other than the owner is contractually or otherwise obligated to transport the bulk container and/or its contents for disposition, then it shall mean the person providing such service.

Central business district means the area beginning at the intersection of the centerline of U.S. 59 and the centerline of I.H. 45; thence in a northeasterly and northerly direction along the centerline of I.H. 45 to its intersection with the centerline of I.H. 10; thence in an easterly direction along the centerline of I.H. 10 to its intersection with the centerline of U.S. 59; thence in a southwesterly direction along the centerline of U.S. 59 to its intersection with I.H. 45, the point of beginning.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street; the curbline shall include the area three feet beyond said imaginary line on the residence side of the line.

Department means the department of solid waste management.

Director means the director of the department of solid waste management or the director's duly authorized representative.

Garbage means abandoned, discarded or unwanted putrescible animal and vegetable materials resulting from the handling, preparation, cooking and consumption of food, including such materials from food markets, food storage facilities, food handling, and the sale of produce and other food products.

Heavy or oversize trash means any rubbish or trash generated upon the premises of a residential unit and of such size or weight that it cannot be containerized pursuant to section 39-62 of this Code and is not subject to collection pursuant to section 39-64 of this Code including, but not limited to, major appliances and tree limbs having a diameter of three inches or more.

Houston Downtown Management District means the district created by Subchapter A of Chapter 376 of the Texas Local Government Code.

Litter means uncontrolled and improperly containerized garbage or trash on public or private property.

One-way container means a disposable bag made of plastic film or of any other synthetic or natural organic material that has

sufficient strength and quality to securely contain a capacity of not more than 35 gallons.

Public street means the entire width between property lines of any road, street, way, alley, bridge, or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, which is the responsibility of the city or other similar public agency to maintain, and over which the city has legislative jurisdiction under its police power.

Recyclable material means material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste; however, recyclable material may become rubbish at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be rubbish with respect only to the party actually abandoning or disposing of the material.

Residential unit means any occupied structure within the city limits of the city devoted to single-family residential use. Residential unit shall include, but not be limited to, houses, duplexes, condominiums, townhouses, townhomes, trailer homes, manufactured homes and patio homes. The term shall also include each apartment in an apartment project or community containing eight or fewer individual units. Residential unit shall not include apartment projects or communities containing more than eight individual units, hotels, motels, boarding houses, or other similar rental units.

Rubbish or *trash* means abandoned, discarded or unwanted nonputrescible solid waste materials consisting of both combustible and noncombustible waste materials; combustible rubbish or trash shall include feathers, paper, rags, cartons, boxes (flattened and tied), wood, excelsior, nonmetallic furniture, rubber, plastics, yard trimmings, shrubs, leaves, and similar materials; noncombustible rubbish or trash shall include glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit); provided that, rubbish or trash shall not include bulk quantities of building materials or major automotive components, and the city shall not be required to pick up such materials.

Sponsorship agreement means a reimbursement agreement between the city and a civic or homeowner's association or other qualified entity for the purpose of partially offsetting the cost incurred by the association or qualifying entity in assuming the responsibility for all garbage collection services to residential units eligible for such services pursuant to chapter 39 of this Code in certain defined areas of the city.

Solid waste means 'municipal solid waste' as that term is defined in the Texas Solid Waste Disposal Act; waste resulting from the construction or demolition of any structure; and any other type of solid waste as defined in Section 330.2 of the Texas Administrative Code and any amendments thereto.

Trash. See *rubbish* or *trash*.

Yard waste means grass, shrub, or other plant clippings, leaves, and tree limbs meeting the requirements of section 39-64 of this Code."

Section 3. That Sections 39-65 through 39-67 of the Code of Ordinances, Houston, Texas, are hereby redesignated as Sections 39-67 through 39-69 thereof, and new Sections 39-65 and 39-66 are added to read as follows:

"Sec. 39-65. Eligibility for basic collection service.

The following residential units shall be eligible for basic collection service:

(1) Except as provided in item (2) of this section, units abutting a public street; and

(2) Units within a development or subdivision containing private streets, permanent access easements or shared driveways, if at least one residential unit located within such development or subdivision is adjacent to at least one public street and the development or subdivision contains no more than 25 units and provided further:

a. Each automated service container or one-way container is placed at the curbline or edge of paving on the public

street adjacent to the development or subdivision or, if the development or subdivision is adjacent to more than one public street, on the street specified by the director;

b. The adjacent public street contains sufficient non-driveway frontage to permit the placement of automated service containers for all residential units within the development or subdivision when spaced on five foot centers; and

c. All units in the development or subdivision fully comply with each requirement of this item.

Any failure to comply with all conditions set forth in this item shall entitle the director to suspend basic collection service to the development or subdivision.

Sec. 39-66. Sponsorship agreements.

(a) The city shall enter into a sponsorship agreement, as defined in section 39-1 of this Code, only with a civic or homeowners association or other qualified entity that assumes responsibility for all garbage collection services available to those residential units eligible for such service pursuant to section 39-65 or any other provision of chapter 39 of this Code that are located within the geographical area to be served, provided the association or qualified entity is authorized to bind all residential units within the geographical area covered by the sponsorship agreement. Only those sponsorship agreements that are consistent with the provisions of this section and are in a form approved by the city attorney shall be approved.

(b) Sponsorship agreements shall be approved by the director, provided that any agreement that requires payment by the city in any one year of an aggregate amount in excess of the city council approval requirement limitation amount established pursuant to article II, section 19a of the City Charter shall be approved by the city council.

(c) A sponsorship agreement shall be administered on an all or none basis and shall apply to all units in the development or community. A residential development or community that is not eligible for basic collection service pursuant to section 39-65 of this Code shall not be eligible for a sponsorship agreement.

(d) No reimbursement payments shall be authorized by the director or the city council except pursuant to the terms of a properly executed sponsorship agreement. Reimbursements shall be made on a monthly basis. The amount of reimbursement for each residential unit included in a sponsorship agreement may be established annually as of July 1 of each year by the city council. If the city council does not, for any reason, establish an amount by July 1 of any year, the amount of reimbursement for the following fiscal year shall be that amount which was in effect during the prior fiscal year, and such amount shall remain in effect through June 30 of the following year.

(e) All sponsorship agreements shall terminate on June 30 of each and every year and shall expire unless the director receives from the association or qualified entity, at least sixty days prior to the termination date, written notice that the association or qualified entity wishes to extend the agreement for an additional year. If any sponsorship agreement is allowed to terminate and the association or qualified entity wishes to resume the agreement, a new agreement must be executed."

Section 4. That newly redesignated Section 39-67 of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

"**Sec. 39-67. Placement for basic collection service.**

(a) Except as otherwise specifically permitted in subsection (b), (c) or (f) of this section or section 39-65(2) of this Code, basic collection service shall be limited to automated service containers or one-way containers placed at the curbline of a public street in front of the property upon which the garbage or trash was generated.

(b) The director shall determine the street on which containers shall be placed for collection from a residential unit located on a corner lot.

(c) If vehicle parking is permitted on both sides of a narrow, one-way or dead-end public street on which residential units abut, the director may require that, on collection day:

(1) The parking of vehicles be restricted to one side of the street;

(2) Containers be placed for collection on only one side of the street; or

(3) The requirements of items (1) and (2) of this subsection both be met.

(d) All items shall be contained or bundled as provided in this chapter. Basic collection service shall be provided on the basis of a schedule established and promulgated by the director, which shall normally include one pickup per week. Basic collection service shall also be limited to materials authorized under rules established by the director, as provided in section 39-50 of this Code.

(e) It shall be unlawful to place or to allow to remain any materials at the curbline for basic collection service by the department prior to 6:00 p.m. of the day preceding a day designated by the director for basic collection service at that location. Basic collection service shall commence at 7:00 a.m. on the day designated by the director. It shall be unlawful to place or allow to remain any materials at the curbline on a designated collection day after department collection service personnel have passed the site for that day, and the department shall not have any obligation to return to collect items not present at the curb when the department vehicle serviced the site.

(f) The director may, in lieu of collection at the curbline or edge of paving of a public street, authorize basic collection service from the curbline or edge of paving of an alley if a majority of the residents having property abutting the alley prefer collection from the alley and if the alley meets each of the following criteria with respect to the portions of the alley that will be used by department equipment:

(1) The alley must have a paved surface at least 16 feet in width;

(2) The alley must have no overhang or projection lower than a height of 13 feet six inches above the pavement;

(3) The alley must have a minimum turning radius of 35 feet at each place where the alley intersects a public street;

(4) The alley must have no obstruction (parked vehicle, fixed object, or whatever) that would prevent, hinder or impede the free passage of department equipment for collection service; and

(5) The director may require that all containers be placed on one side of the alley."

Section 5. That Subsection (b) of Section 39-77 of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

> "(b) Service shall be limited to materials authorized under rules established by the director as provided in section 39-50 of this Code, and no more than eight cubic yards of material shall be collected from any one residential unit on any scheduled collection day."

Section 6. That Section 39-77 of the Code of Ordinances, Houston, Texas, is hereby amended by adding a new Subsection (g) that reads as follows:

> "(g) No heavy or oversize trash collection service shall be provided to residential units eligible for collection pursuant to item 2 of section 39-65 of this Code."

Section 7. That City of Houston Ordinance No. 85-842, passed June 11, 1985, and subsequently amended by Ordinance No. 2005-1061, passed September 20, 2005, establishing certain policies and procedures for solid waste disposal related to the participation of the city in agreements related to garbage collection, is hereby repealed.

Section 8. All sponsorship agreements in effect on the date of passage of this Ordinance shall remain in effect until the expiration of the term set forth in such agreements. Thereafter, the execution of sponsorship agreements shall be governed solely by the sponsorship provisions of Chapter 39 of the Code of Ordinances, Houston, Texas, as adopted in Sections 2 through 6 of this Ordinance; provided that (i) residential units previously ineligible for garbage collection service by the City that become eligible for such service pursuant to the provisions adopted in Section 3 of this Ordinance shall be eligible to execute a sponsorship agreement in lieu of such service upon the effective date of this Ordinance; and (ii) the term of a sponsorship agreement for any residential unit

made ineligible for City garbage collection service may be extended by the director until the last day of December 2007.

Section 9. Twelve months from passage, the Solid Waste Management Department shall present a status report to the appropriate Council Committee on the effects of implementation of eligibility and service changes for solid waste collection, in order for committee to make possible recommendations to the administration.

Section 10. That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 11. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect at 12:01 a.m. on the sixtieth day next following the date of its passage and approval by the Mayor.

PASSED AND APPROVED this 16th **day of** May **, 2007.**

Bill White

Mayor of the City of Houston

Prepared by Legal Dept. _____ Senior Assistant City Attorney
RDC:asw 05/01/2007
Requested by Thomas M. "Buck" Buchanan, Director, Department of Solid Waste Management
L.D. File No. 0420600101003

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
✓		EDWARDS
	✓	WISEMAN
✓		KHAN
✓		HOLM
✓		GARCIA
✓		ALVARADO
✓		BROWN
✓		LOVELL
✓		GREEN
	ABSENT	BERRY
CAPTION	ADOPTED	

...TION PUBLISHED IN DAILY COURT REVIEW
DATE: MAY 2 2 2007