

**NURA BOARD MEMORANDUM
14-07**

DATE: October 8, 2014
TO: NURA Board of Directors
FROM: Debbie Tuttle, NURA Executive Director
SUBJECT: Cross Development BUAG Request

PROJECT BACKGROUND & OVERVIEW

Cross Development from Texas has purchased the former Northglenn Dodge Collision Center located at 650 W. 106th Avenue. Cross is the development company that represents Caliber Collision that will be the tenants of this building.

The company is investing approximately \$647,000 in exterior (shell) improvements, and an additional \$141,510 for interior improvements to the building. NURA provided a \$12,500 Business Improvement Grant for exterior improvements (Res. 14/10).

Recently, the company has been informed by Xcel Energy that they will be required to design, rebuild and upgrade the electrical transformer to accommodate for the power requirements for this project. The total cost for this improvement is \$35,308 (see Attachment C - Xcel Quote). Attached to this memorandum is Exhibit A (Agreement) and Exhibit B (BUAG application) which provides an overview of the Xcel Energy Transformer upgrade project.

STAFF RECOMMENDATION & BOARD CONSIDERATION

Staff recommends approval of Resolution N/14-21 for a \$10,000 BUAG agreement (Exhibit A) with Cross Development for electrical improvements of the property at 650 W. 106th Avenue.

STAFF REFERENCE:

If you have any comments or questions, they may contact Debbie Tuttle at 303-450-8743 or dtuttle@northglenn.org

A RESOLUTION APPROVING A BUSINESS UTILITY ASSISTANCE GRANT (BUAG) WITH CROSS DEVELOPMENT CC NORTHGLENN, LLC

WHEREAS, (the "Owner") is making electrical improvements to its property located at 650 W. 106th Avenue, Northglenn, CO 80234 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the Owner for exterior improvements to the property as described hereto as **Exhibit B** (the "Improvements").

WHEREAS, NURA specifically finds that entering into this Agreement (**Exhibit A**) will enhance the economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

Section 1. The Incentive Agreement attached hereto as **Exhibit A** is hereby approved and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2014

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
BUSINESS UTILITY ASSISTANCE AGREEMENT**

THIS BUSINESS UTILITY ASSISTANCE AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2014, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and ("Business Owner") Cross Development CC Northglenn, LLC (individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight;

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within NURA boundaries, to businesses within the NURA boundaries, and to Business Owner of the property within NURA boundaries;

WHEREAS, Business Owner desires to improve the property it owns located at 650 West 106th Avenue, Northglenn, CO 80234 (the "Property") with a electrical improvements more specifically described in the attached **Exhibit B** (the "Improvements");

WHEREAS, the Improvements are intended to preserve the public appearance of the Property, by protecting against its deterioration, maintaining a positive business environment in the City, and attracting other businesses to the City and the Northglenn Urban Renewal Area;

WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, NURA desires to reimburse Business Owner for its expenditures by paying up to a maximum of Ten Thousand Dollars (\$10,000.00) to Business Owner for the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. REIMBURSEMENT

A. NURA agrees to reimburse Business Owner an amount up to a maximum of Ten Thousand Dollars (\$10,000.00) for the Improvements as follows:

1. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable building and technical codes, and City of Northglenn ordinances (collectively, the "Laws");
2. The Improvements shall be maintained and operated in compliance with the Laws;
3. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained by Business Owner prior to construction of the Improvements;
4. All contractors and subcontractors have signed lien waivers for all work and materials related to the Improvements; and
5. Business Owner shall provide NURA with itemized reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the Actual Direct Costs of the Improvements.

The phrase "Actual Direct Costs" means costs invoiced to Business Owner by the contractor(s), but shall not include taxes or internal Business Owner costs, such as Business Owner staff time or Business Owner travel expenses.

B. Reimbursement to Business Owner shall be made as follows:

1. Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied;
2. Upon completion of the Improvements and Business Owner being in compliance with all of the requirements of this Agreement, and upon delivery to NURA of fully paid invoices for all the Improvements, NURA shall reimburse Business Owner up to a maximum of Ten Thousand Dollars (\$10,000.00) for the Actual Direct Costs incurred by Business Owner for the Improvements; and
3. NURA's obligation to reimburse Business Owner shall terminate if Business Owner has not met all of the above-listed conditions by April 8, 2015.

II. ONGOING BUSINESS OWNER OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Business Owner shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Business Owner fails to comply with the above-referenced conditions, Business Owner shall reimburse NURA for all amounts paid by NURA to Business Owner under this Agreement; provided that NURA shall first provide Business Owner with written notice that one or both of the above-referenced conditions has been breached and Business Owner shall have ten (10) days to cure the breach.

III. PROMOTION

The applicant authorizes NURA to promote the approved project, including but not limited to the following: Web site, Signage, Northglenn Connection, Economic Development Enewsletter, and other marketing and promotional publications and communication methods.

IV. LIEN

NURA may record this Agreement with the Adams County Clerk and Recorder, and this Agreement shall constitute a lien securing the amount paid by NURA to Property under this Agreement. If the Improvements are not maintained in accordance with this Agreement as required by Section II, NURA shall have the right to foreclose on this lien to recover the Grant amount. At the conclusion of the five-year period, NURA shall release this lien on the property provided Business Owner is not in default.

V. INDEMNIFICATION

Business Owner agrees to indemnify and hold harmless NURA and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, business loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Business Owner, any subcontractor of Business Owner, or any officer, employee, representative, or agent of Business Owner, or which arise out of any worker's compensation claim of any employee of Business Owner or of any employee of any subcontractor of Business Owner.

VI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and NURA, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the following addresses set forth on the first page of this Agreement.

If to NURA: Executive Director
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, CO 80233

If to Business Owner: Cross Development CC Northglenn, LLC
650 W. 106th Avenue
Northglenn, CO 80234

Either party may change such notice address upon prior written notice to the other party.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. NURA, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to NURA and its officers or employees.

J. Rights and Remedies. The rights and remedies of NURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Subject to Annual Appropriations. Any financial obligations of NURA not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

NORTHGLENN URBAN RENEWAL
AUTHORITY

Rosie Garner
Chair

Date



Business Utilities Assistance Grant (BUAG) Application Form

Name of Applicant: Cross Development

Name of Business: Caliber Collision

Address of Business: 650 N West 106th Ave., Northglenn, CO 80234

Mailing Address (if different than business): 5317 Inverrary Dr., Plano, TX 75093

Phone Number: 214-614-8252 Fax Number: 214-556-1110

E-mail Address: steve@crossdevelopment.net

Type of Business: Retail / Automotive Paint and Body Shop

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? 15+

How long has the business been operating at the current location? To open late 2014

When does your current lease expire? 15 year

If lease expires in less than two years, please explain the circumstances:

Property owner's name (if different from applicant): same

Property owner's address: same

Property owner's phone number: same

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application under Property Owner Authorization on Page 3.

Why are you requesting this grant?

To supplement cost for XCEL Energy to Remove/Replace Facility Transformer - \$35,308.00

Proposed Improvements:

Please describe the proposed improvements to the property. Include at least one color photograph of all areas showing the existing building conditions **prior** to the improvements (if applicable).

Two bids are required for the proposed work. If you have any additional building information such as measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs, permit and construction fees and taxes), please include them with your application.

Utilities Improvements Description:

Removal of Existing Pole Mounted Transformer
Replace with New Pad Mounted Unit. Change required to meet additional
Electrical Load prompted by new Major Remodel Project.

Bid information:

Bid #1: Company XCEL Energy Amount \$ 35,308.00

Bid #2: Company n/a - competitive bid not allowed. Amount \$ _____

Which company have you chosen to perform the work? Required for Electrical Service

Budget & Timing:

Total overall proposed project budget: \$ 35,308.00

Total amount of funding assistance being requested: \$ 10,000.00

Desired completion date: Fall 2014

Authorization:

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to, displaying a NURA grant program sign or sticker at the site during and after construction, and the use of photographs and descriptions of the city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Utilities Assistance Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded. The applicant must also provide proof of the completed project prior to the release of grant funds.

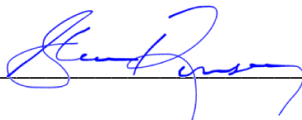
Signature of Applicant  **Date** 10/3/2014

Property Owner Authorization:

If the applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

As owner of property at 650 West 106th Ave, North glenn (address) I have reviewed the above application and authorize the operator of Caliber Collission (Tenant) (business name) at said address to perform improvements described above as part of the NURA Business Utilities Assistance Grant program.

Signature of Property Owner or Authorized Representative:

 10/3/2014

Name **Date**

SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

- Original Application Form
- At least one color photo of each area of the building where the improvements will be made **prior** to the improvements (if applicable)
- Color rendering(s) of proposed scope of work
- Two (2) contractor bids (including a complete project description and cost estimate)
- \$25 application fee payable to NURA
- Project Fact Sheet
- Pre-Treatment Questionnaire
- Completed W-9 – Request for Taxpayer ID & Certification



October 2, 2014

Cross Development CC, Northglenn LLC
5317 Inverrary Drive
Plano, TX 75093

Subject: Request For Electric Rebuild at 650 W. 106th Avenue Northglenn, CO 80234

Dear Mike:

I have completed the engineering design and cost estimate to provide Electric Rebuild based upon information you have provided. This design is based upon installing Electric Rebuild, as shown on the enclosed drawing. The cost to provide the requested Rebuild is \$35,308.00, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the Rebuild.

If you accept the above costs and system design, please sign and date the second page of this letter and return the documents to me along with the payment made out to Public Service Company of Colorado, at the address shown below. We are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. After the signed and dated documents and total payment of \$35,308.00 are received, a work order will be issued and released so your project can be placed on the construction schedule. Our current lead-time to begin work after receiving the payment and signed documents is approximately 4-6 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until December 2, 2014. If you have any questions regarding this project, please call me at 303-425-3873.

Sincerely,

Fabricia Garzza
Planner North Metro Design

Mailing address:

Public Service Company of Colorado
5460 W 60th Ave
Arvada, CO 80003

Enc: Design Sketch

Re: 650 W. 106th Avenue Northglenn, CO 80234

I have reviewed and approve of the enclosed design. I accept the cost of \$35,308.00 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. I will send a signed copy of this letter with the applicable agreements.

*Signature: Mike Stults

Date: 10/3/14

Print Name: MIKE STULTS

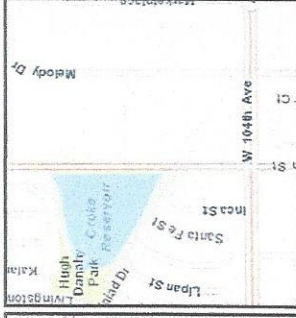
Title: PROJECT MANAGER

Mailing address: CROSS DEVELOPMENT CC, NORTHGLENN LLC

5317 INUERRARY DR.

PLANO, TX 75093

* Confidential Information



Work Order Information	
Service Request #	01127660
Design Number	000072747 1
Designer/Planner ID	13222
Designer/Planner Name	Garza, Fabiola
Designer/Planner Ph #	(800) 425-3873
Manager Approval	

Job Utility	
E:	G:
T:	C:

Design Location	
Division	NORTH METRO REGION
County	Adams
City	NORTHGLENN
Address	650 W. 106th Ave.
T: 2S	R: 68V
S: 10	
Map #	2139202103
Permit #	

Electric	120/208V
Phase	3PH
Reap Div ID:	
System	
Size	
Pressure	
Material	
Dead End	
Work Order #	
Date	10/02/2014
Sketch	1 OF 1 Sketch Data
Scale	1" equals 100'

Xcel Energy

CONSTRUCTION USE ONLY

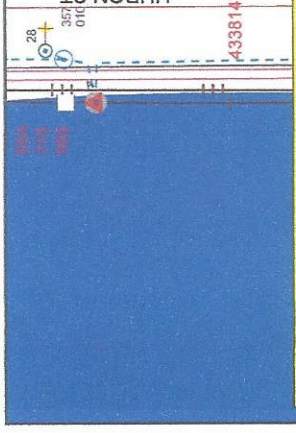
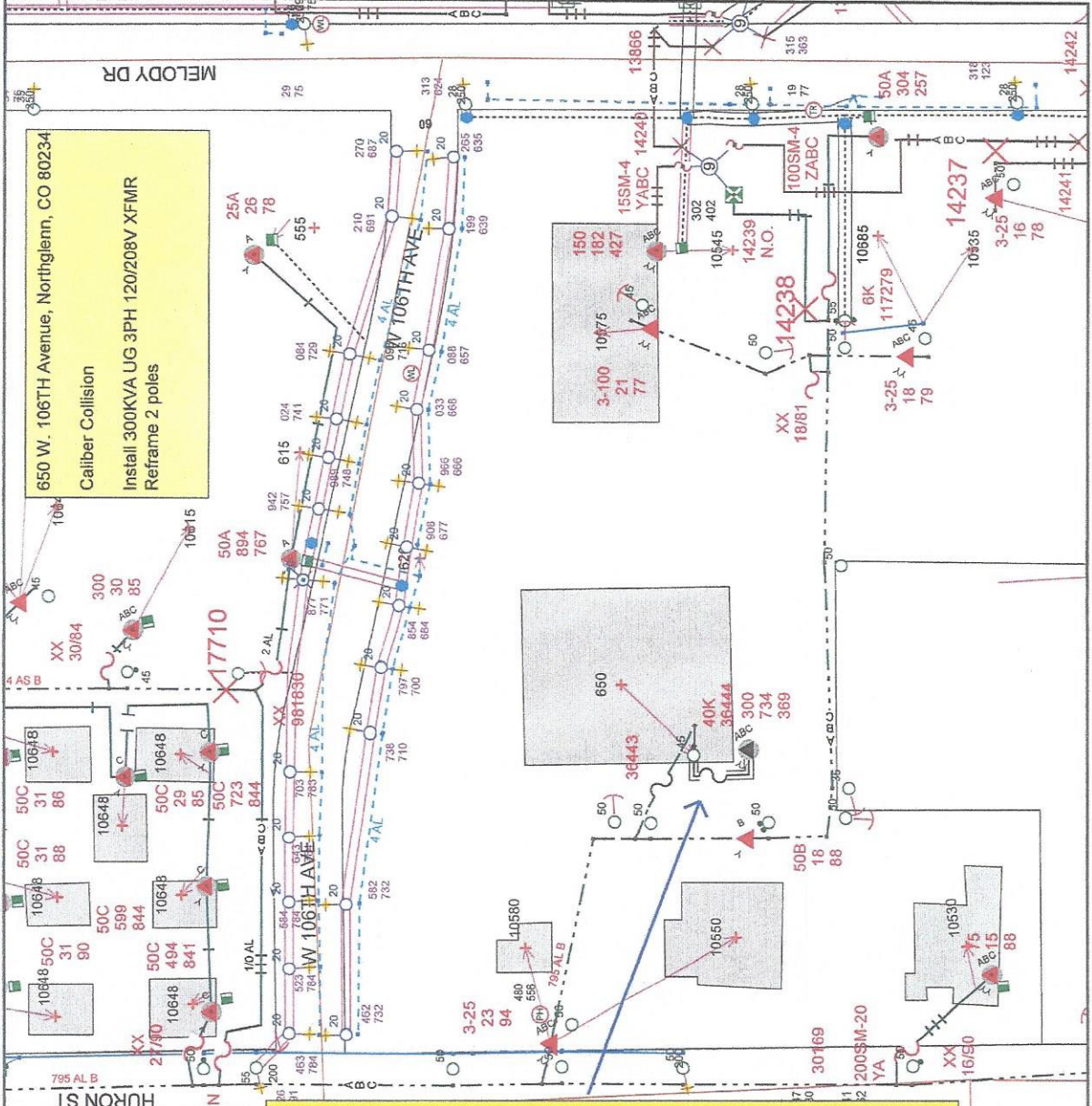
NO CHANGES (BUILT AS DESIGNED)

CHANGES MADE AS INDICATED

(ALL URS MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____ DATE _____

TEAM LEADER _____



INSTALL - 1 -

- 1 - U-GUARD 5"
- 3 - 100A CUTOUPS FUSED AT 40 AMPS
- 3 - 100A CUTOUPS FUSED AT 65 AMPS

160' - CONDUCTOR 1/0 AL, JKT, 15KV, 3PH
 80' - CONDUIT 4"
 80' - T&B 12"x36", WHEEL TAMP

1 - XFMR, 300KVA, 3PH, 120/208V
 1 - FDN, 3PH, PRECAST 68X78

XCEL TO TERMINATE ALL SECONDARY CONDUCTORS IN THE TRANSFORMERS

FINAL GRADE MUST BE + OR - 6 INCHES ALONG ENTIRE TRENCH ROUTE

NO VERTICAL OBSTRUCTION MAY BE PLACED WITHIN 10' OF THE DOOR SIDE OF TRANSFORMER. CUSTOMER TO INSTALL, OWN AND MAINTAIN SECONDARY WIRE TO XFMR.

CONTACT MIKE STULTS 515-491-6942
 XCEL CONTACT FAB GARZA 303-425-3873

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Mike Stults



WESTERN
CEMENTS
101-255-1944

FREE
ESTIMATE
ATKINSON
AUTO COLLISION & GLASS
www.atkinsoncollision.com
303-255-1544

ATKINSON
COLLISION
303-255-1544
FOR COLLISION REPAIR
303-467-8918
FOR PARTS
303-252-1100
FOR SERVICE HOURL

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.	Name (as shown on your income tax return) Cross Development CC Northglenn LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 5317 Inverrary Dr. City, state, and ZIP code Plano, TX 75093	Requester's name and address (optional)
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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
4	6	-	5	6	6	9	7	3	7

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 ▶ 10/6/14
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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.