RESOLUTION 2019-100  

PASSED: JUNE 24, 2019

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) ECONOMIC INCENTIVE FOR LINCOLN 311, LLC, LOCATED AT 311 E. LINCOLN HIGHWAY, DEKALB, ILLINOIS, IN THE AMOUNT OF $25,000.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City has previously created the Architectural Improvement Program (AIP) Grant process, and seeks to approve of an AIP Grant for the property at 311 E. Lincoln Highway, owned by 311, LLC (Charles G. Brown and Matthew L. Brown, Members);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a $25,000 AIP Grant for 311, LLC ("Owner") for use at 311 E. Lincoln Highway, DeKalb, Illinois ("the Property"), subject to the following provisions:

1. Given the small scope of the requested grant, the City waives formal compliance with the requirements of the AIP process except as outlined herein. The City also waives requirement of a promissory note or mortgage to secure the AIP Grant.

2. Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than $50,000 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) $25,000; or, b) in the event Owner fails to incur costs of $50,000 façade renovation at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rata reduction in Owner’s investment of $50,000); c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act; or, d) the amount which is not more than 25% of the total project costs for window replacement.

3. The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.

4. The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven by 20% (1/5) each year on the anniversary of their payment to Owner, until fully
forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the AIP Grant amount.

5. The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.

6. The Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City, once completed.

7. All work shall be completed within one calendar year of the date of approval of this Resolution, or the funding approval contemplated herein shall terminate and this Resolution shall be of no further force or effect.

8. Owner shall provide a letter to the City, acknowledging and agreeing to the terms and conditions of this Resolution, prior to the City's issuance of payment to Owner.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 24th day of June 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Fagan, McAdams, Verbic, Faiivre, Mayor Smith. Nay: None.

ATTEST:

LYNN A. FAZEKAS, City Clerk
JERRY SMITH, Mayor
June 25, 2019

Mr. Bill Nicklas, City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115

Re: City of DeKalb Architectural Improvement Program (AIP) Grant / Letter Agreement.

Lincoln 311, LLC (Charles G. Brown and Matthew L. Brown, Members), ("Owner"), hereby acknowledges and agrees to the terms of that certain Resolution 2019-100 ("the Resolution"), approving of an $25,000.00 AIP Grant for use at 311 E. Lincoln Highway, DeKalb, Illinois ("the Property"), subject to the following provisions:

1. Payment of the AIP Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not less than $50,000 on façade renovation at the Property. The AIP Grant shall be in the amount which is the lesser of: a) $25,000; or b) in the event Owner fails to incur costs of $50,000 at the Property, the amount which represents a pro-rata reduction of the approved AIP Grant (based on a pro-rata reduction in Owner's investment of $50,000); c) the total of all expenses which are eligible for payment under the Tax Increment Financing Allocation Act; or, d) the amount which is not more than 25% of the total project costs for window replacement.

2. The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.

3. The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven by 20% (1/5) each year on the anniversary of their payment to Owner, until fully forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the AIP Grant amount.

4. The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's obligation to provide funding shall not accrue until Owner
provides the City with evidence of lien waivers from all contractors and materialmen
providing labor or materials for the project.

5. The Owner shall complete all related work in a good and workmanlike fashion, in
accordance with all applicable codes and ordinances, and after having obtained all
required permits. All work shall be subject to inspection and approval by the City,
once completed.

6. All work shall be completed by June 24, 2020 or the funding approval from the City
shall terminate and this Resolution shall be of no further force or effect.

Agreed to as of this 28th day of June 2019.

Lincoln 311, LLC (Charles G. Brown and Matthew L. Brown, Members)

Charles G. Brown Matthew Brown
Print Name(s)

Members

Title(s)
Architectural Improvement Program Application

Name: Lincoln 311, LLC (Charles G. Brown and Matthew L. Brown, Members)

Home Address: 301 East Lincoln Highway, DeKalb, IL 60115

Property Identification (PIN) Number: 08-23-160-018

Location of Property: 311 East Lincoln Highway, DeKalb, IL 60115

Phone number: 815-756-6328 Email: mbrown@brownlawdekalb.com

Proposed use of funding (check all that apply)

50% Reimbursement: Major Capital Improvements
10% Reimbursement: Deferred Maintenance

25% Reimbursement: Minor Capital Improvements

___ ADA Compliance
___ Painting
___ Roof repair

XX Façade renovation
___ Exterior lighting
___ Gutter replacement

___ Fire alarm systems
___ Tuckpointing/Masonry
___ Stair/handrail repair

___ Life safety equipment
___ Interior improvements
___ Floor surface repair

___ Electrical, Mechanical, Plumbing rehabilitation
___ Window/Door Replacement
___ Water damage repair

___ Design Professional Fees/Architectural Services
___ Screening of unsightly utilities
___ Water heater repair

___ Fire suppression system upgrades
___ Restoration of Architectural Features

Other improvements (Please Specify):
Have you consulted with City of DeKalb about your project? XX Yes ___ No
(If yes, who did you talk with at City of DeKalb?) Jascon Michnick, Thaddeus Mack, Bill Nicklas
Have you submitted to a pre-inspection of the property? XX Yes ___ No
Total cost estimate of project $48,700.00 - $52,380.00
Matching funds* requested $25,000.00
*(Typically, 50% of total project costs up to a maximum of $25,000)
How long has the property been owned or operated by you? 1 year

Supplementary Questions

In a separate word document, please answer the following questions as part of your application:

1.) In 500 words or less, please describe the existing condition of the building, and the need for architectural/structural improvement (use additional pages if necessary). Include previous investments that you have made during the time of your ownership or operations that have added value to this building.

2.) In 500 words or less, please describe the proposed work to be accomplished. Include the added value that this work will contribute to the existing building if it is completed.

3.) In 500 words or less, please describe how the proposed work will help the city support its strategic goals of community vitality and neighborhood.

4.) In 250 words or less, please describe how you plan to fund the proposed work (equity, bank loan, cash, etc.).

5.) In 250 words or less, please describe how you plan to maintain the improvements once the work has been completed for at least five years.
Application Check List:

All of the following items must be included in with your application in order to be reviewed. Please verify that each of the following is completed and enclosed.

✓ 1. One (1) copy of the Completed Application Form containing all of the following items:

✓ 2. Required Signatures on Application Form

✓ 3. Narrative Description of Project (Concise and clear description of work proposed)

N/A 4. Drawings of proposed work (architectural or other) as appropriate **None Prepared

✓ 5. Photographs of current building and area to be addressed and concept drawings

✓ 6. Completed City of DeKalb AIP standard estimate completed by each contractor for the work to be performed.

✓ 7. One (1) copy of the Deed to the Property containing the legal description of the property.

N/A 8. Copies of letters of credit and/or letters of commitment for private funding. **Account Statements available upon request


NOTES:
Upon project approval by the AIP Committee, the applicant will be required to sign and notarize an Architectural Improvement Funding Agreement before the application can be presented to the City Council. Upon project approval by the City Council, the Property Owner will be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb to the Property Owner.

For projects where the City of DeKalb's matching portion is greater than $20,000, a minimum of three quotes for each individual portion of the project are required.

To obtain a copy of the legal description of your property, you must request in person a copy of your property deed (this will also prove ownership) from:

Tax Assessors Office
DeKalb County Government
133 W. State Street
Sycamore, IL 60178
815-895-7120
Statement of Understanding:

A. I/We hereby agree to comply with all of the guidelines and procedures of the City of DeKalb Architectural Improvement Program.

B. I/We understand that copies of the following must be submitted prior to the City Council’s consideration of my funding request: (1) A copy of the property deed containing the legal description of the property, (2) Copies of the City of DeKalb’s AIP Standard estimate templates completed by each contractor for the work to be performed, and (3) Signed copies of the City of DeKalb’s Architectural Improvement Funding Agreement.

C. I/We understand that any work performed prior to approval by City Council will be ineligible for funding.

D. I/We understand that funding for standard projects is contingent upon my/our submittal of detailed cost documentation, copies of receipts, contracts, certified payroll records, and contractor’s final waivers of lien upon completion ALL of the approved improvements BEFORE reimbursement will be authorized.

E. I/We understand that I/We may be required to sign and notarize both a mortgage on the property improved, as well as a promissory note for the full forgivable loan amount. This must be done prior to reimbursement by the City of DeKalb.

F. I/We understand that Architectural Improvement funds are subject to taxation, and that the City of DeKalb is required to report that amount and receipt of said grants to the Internal Revenue Service.

Signature of Applicant

Name of Applicant (please print or type)
Brown Law Group, LLC, by Charles G. Brown, Manager

Address of Applicant
301 East Lincoln Highway, DeKalb, IL 60115

Telephone number 815-756-6328 Date 6-21-19

Signature of Co-Applicant

Name of Co-Applicant (please print or type)

Address of Co-Applicant

Telephone number Date
1.) In 500 words or less, please describe the existing condition of the building, and the need for architectural/structural improvement (use additional pages if necessary). Include previous investments that you have made during the time of your ownership or operations that have added value to this building.

A plaque on the façade of the building states that the year of construction was 1876. The commercial space has been largely unoccupied for the last 20 years. Applicants' proposal will improve two separate areas of the building:

Front Façade: The current commercial storefront includes two single pane glass windows and two commercial glass doors with aluminum surrounds. The estimated age of this installation is 40 years. The windows are built upon a wooden knee wall that is rotting due to exposure to street chemicals and weather. Our locksmith has advised that the existing doors are of an age and manufacture that they cannot be fitted with new lock assemblies and the current lock assemblies are malfunctioning.

Rear Façade: The original building was constructed of brick with a depth from the sidewalk of 60 feet. From the rear of the building to the rear property line, prior owners constructed a covered wooden porch that allows access to the rear exit from the first and second floor of the building. Below the wooden porch, the original building had exterior basement access. The north side of the porch is “enclosed” by the exterior wall of the neighboring building to the north. Two-thirds of the west side of the porch is enclosed by the neighboring building to west. The east side of the porch is open to the adjacent lot to the east. Prior owners desired to enclose the porch in its entirety. To accomplish this enclosure, the east wall and the upper portion of the west wall were framed and covered with corrugated metal siding. Four windows were added to allow natural light into the enclosed porch. Access to the adjacent lot and alley is provided by wooden stairs to a recessed alcove. The metal siding has rusted to the point of failure in some places. The access stairs have rotted and risk collapse. Two of the four windows have been shattered and boarded. The other windows are not sealed from the exterior and the framing is rotted. The rear entry alcove smells of urine and is littered with alcoholic beverage containers due to its location being shielded from view of the street.

Previous Investment: The applicants purchased the building in June 2018 after it was foreclosed upon by the previous owner's lender. In 2018, applicants emptied the building of accumulated trash and property left by prior owners. Beginning in June 2019, applicants began the remodel of the building's commercial space. The remodel includes a connection between the subject property and the applicants' existing building at 301 E. Lincoln Highway, the construction of conference room facilities, a new copy room, an interior stairwell for basement access, and file storage facilities. The purpose of these improvements is to allow the applicants to expand their law practice to the new space in the connected buildings. The estimated cost of the applicants' current renovations (excluding the façade improvements described herein) exceeds $100,000.

2.) In 500 words or less, please describe the proposed work to be accomplished. Include the added value that this work will contribute to the existing building if it is completed.
Front Façade: The improvements to the front façade will include the removal of the existing windows and commercial doors, the installation of a masonry knee wall and new commercial windows and doors with aluminum framing and “low E” clear glass. The new façade will match the existing brick design of the building. This construction method will be more appropriate for the location of the building facing Lincoln Highway and resistant to the street chemicals that contact the building during the winter. Applicants anticipate that other restorative improvements may be necessary during the demolition and reconstruction of the front façade.

Rear Façade: The current rear façade is an eyesore and a safety hazard. The applicants will remove all existing steel siding and windows and framing. The east wall of the rear porch will be re-built with masonry block and a brick façade to the roof line (approximately 22 feet). A metal commercial door will be installed, and the orientation of the door will be reconfigured to eliminate the entry alcove, which will remove the security risk at the rear of the building. The upper portion of the west wall will be re-built with new wood framing covered by vinyl siding. All windows in the rear porch will be removed with no replacement therefor.

A new rear entrance stairway will be built with masonry block.

The applicants’ previous investments have added to the value of building and increased the functionality of the building. The proposed façade improvements will provide a benefit by increasing the building’s useful life, decreasing maintenance costs and increasing building security. The primary benefit of the façade improvements, however, is beautification of a historic building and contribution to the historic downtown.

3.) In 500 words or less, please describe how the proposed work will help the city support its strategic goals of community vitality and neighborhood.

The proposed work improves the appearance of historic downtown DeKalb by restoring the façade of an original building (built 1876). It will also improve the security in the rear of the building by eliminating a recessed alcove.

4.) In 250 words or less, please describe how you plan to fund the proposed work (equity, bank loan, cash, etc.).

Applicants intend to fund the proposed with current cash on hand.

5.) In 250 words or less, please describe how you plan to maintain the improvements once the work has been completed for at least five years.

The planned improvements are intended to require no additional maintenance upon completion. If unexpected maintenance is required, applicants will make necessary repairs. Applicants’ business has been located in its current location in downtown DeKalb for 20 years.
Front Façade:
Rear Façade — East Wall
Rear Façade – West Wall
WEAVER CONSTRUCTION INC
228 W. Page St. - Sycamore, IL 60178
Todd@WeaverConstructionInc.com

ESTIMATE

5/28/2019

BROWN LAW GROUP LLC
MATT BROWN
301 E. Lincoln Hwy
DeKalb, IL 60115

RE:

311 E. Lincoln Hwy
DeKalb, IL 60115

We appreciate the opportunity to serve your needs.

Todd Weaver

DEMO & MASONRY

Scope of work to include:

- Demo lower storefront area on south elevation.
- Build new masonry below new window on south elevation.
- Supply and install new storefront windows and door on south elevation.
- Demo existing frame staircase area on north elevation.
- Build new all masonry block and brick stair addition.
- Build and finish out new stairs and landing.

All labor, material, and equipment to complete work described above provided by WCI unless otherwise noted.

Quality is remembered long after price is forgotten.

TOTAL this Estimate: $52,380.00
PROPOSAL FOR NEW FAÇADE WORK AT 311 E. LINCOLN

Remove existing storefront glass, framing, doors and lower masonry. Replace with new brick with block backup. Kawneer 451 aluminum framing with "low E" clear glass and two (2) entrance doors with closers and built-in panic devices for exiting.

Remove corrugated siding, porch, stairs and framing at NE corner of building.

Shore up structural members and construct new masonry block and brick façade, approximately 22' in height. Rebuild a new entrance staircase and landing.

$48,700.00
SPECIAL WARRANTY DEED

THIS INDENTURE, made this 13th day of June 2018, between HEARTLAND REAL ESTATE HOLDINGS, LLC, an Illinois limited liability company, 405 North Hershey Road, Bloomington, Illinois 61704, party of the first part, and LINCOLN 311, LLC, an Illinois limited liability company, 301 East Lincoln Highway, DeKalb, Illinois 60115, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, FOREVER, all of the following described real estate, situated in the County of DeKalb and State of Illinois known and described as follows to wit:

See Exhibit “A” attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity of, in and to the above described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, forever.

Party of the first part, for itself, and its successors, makes no warranties, representations or covenants whatsoever concerning the above referenced property described herein or its condition, it being expressly understood that the property is being sold “AS IS” and “WHERE IS” with no warranties, either expressed or implied, including, but not limited to, warranties of fitness for a particular purpose. And the party of the first part, for itself, and its successors, does covenant, promise and agree to and with the party of the second part, and successors, that it had not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to general exceptions of the title commitment; general real estate taxes not yet due and payable at the time of closing; covenants, conditions, and restrictions of record; public and utility easements; building lines and buildings laws, ordinances, and restrictions; drainage and detention easements, drainage ditches, feeder, laterals and drain tile, pipe or other conduit;
annexation agreements and annexation ordinances of record; all special governmental taxes or
assessments confirmed and unconfirmed; use or occupancy restrictions; zoning laws and ordinances;
public roads and highways, if any; party wall rights and agreements, if any; condominium regular or
special assessments confirmed and unconfirmed; limitations and conditions imposed by the Illinois
Condominium Property Act, Illinois Common Interest Community Act, and declaration of
covenants, if any; acts done by or suffered through party of the second part; reservation of mineral
rights; any code violations currently existing on or in the subject property; existing leases, tenancies
and occupancies; and those other title exceptions assumed by party of the second part under the
terms of the contract.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be
hereto affixed, and had caused its name to be signed to these presents by its Vice President as of the
day and year first above written.

HEARTLAND REAL ESTATE HOLDINGS,
LLC, an Illinois limited liability company,

By: 
Craig Orwig
Vice President

DeKalb County Transfer Tax $7.50

STATE OF ILLINOIS
JUN 19 18
DeKALB COUNTY
REAL ESTATE TRANSFER TAX
00095.00
FP 326654

-2-
STATE OF ILLINOIS

COUNTY OF McLEAN

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Craig Orwig, Vice President of Heartland Real Estate Holdings, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial seal this 12th day of June, 2018.

[Signature]
Notary Public

My Commission expires:

[Date]

This Instrument Prepared by:
Tina M. Jacobs, Esq.
Joy Pinta, Esq.
JACOBS & PINTA
77 West Washington Street, Suite 1005
Chicago, Illinois 60602
(312) 263-1005
EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:
Lot 72 in Block 14 in the City of DeKalb, according to the County Clerk’s Subdivision as recorded in the Recorder’s Office of DeKalb County, Illinois, in Book “C” of plats, page 42, situated in DeKalb County, Illinois.

COMMON ADDRESS: 311 East Lincoln Highway
DeKalb, Illinois 60115

PERMANENT INDEX No: 08-23-160-018
Request for Taxpayer Identification Number and Certification

Do to www.irs.gov/FormW9 for instructions and the latest information.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Lincoln 311, LLC.

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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 = corporation, S = corporation, P = Partnership)
   - 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)

5. Address (number, street, and apt. or suite no.) See instructions.
   201 East Lincoln Highway
   DeKalb, IL, 60115

6. City, state, and ZIP code
   61011

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 instructions for Part I. For entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number

Or

Employer identification number

61-1890455

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 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 for Part II, later.

Signature of U.S. person

Date

6-4-19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, 1089-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, later.

Form W-9 (Rev. 10-2018)