300 West Waugh Street
Dalton, Ga. 30720
(706) 529-2470 fax (706)277-4640
cdbg@daltonga.gov



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME	OF	BU	SI	NESS:	
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Sol de Mayo, LLC

LENDER:

The City of Dalton

LOAN:

\$15,000.00

NUMBER OF JOBS

3.48

RETAINED/REHIRED:

THIS AGREEMENT, made and entered into on the May ______, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and Sol de Mayo, LLC, a for profit entity, hereinafter referred to as the "Borrower," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of 3.48 full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

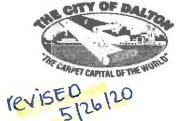
City of Dalton

CDBG Program Office 300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE BUSINESS:	FOR CITY OF DALTON:
By Constant (Signature) By Constant (Signature) (Typed Name/Fitte) 6-18-2020	By(Signature) Mayor By <u>David Pennington, Mayor</u> (Typed Name/Title)
(Signature Date)	(Signature Date)
ATTEST:	ATTEST:
By (Signature)	By(Signature) City Clerk
By Vasmin Flower (Typed Name/Title) 51612020	By Bernadette Chattam, City Clerk (Typed Name/Title)
(Signature Date)	(Signature Date)
	ATTEST:
	(Signature) CFO
	By <u>Cindy Jackson. CFO</u> (Typed Name/Title)
	(Signature Date)



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF BUSINESS:

SK Trader, Inc d/b/a Metro by T-Mobile

LENDER:

The City of Dalton

LOAN:

\$15,000.00

NUMBER OF JOBS

6.00

RETAINED/REHIRED:

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of <u>6.00</u> full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to



City as provided in the program guidelines or upon request:

- 1. Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- 3. For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- 3. Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- 9. Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

> represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE BUSINESS:	FOR CITY OF DALTON:
(Signature)	By(Signature) Mayor
By Strang Reserve	By David Pennington, Mayor (Typed Name/Title)
(Signature Date)	(Signature Date)
ATTEST:	ATTEST:
By (Signature)	By (Signature) City Clerk
By (Typed Name/Title)	By Bernadette Chattam, City Clerk (Typed Name/Title)
(Signature Date)	(Signature Date)
	ATTEST:
	By(Signature) CFO
	By <u>Cindy Jackson. CFO</u> (Typed Name/Title)
	(Signature Date)



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF BUSINESS:

Tamay Samples, Inc. d/b/a Sample Stars

LENDER:

The City of Dalton

LOAN:

\$15,000.00

NUMBER OF JOBS

5.00

RETAINED/REHIRED:

WITNESSETH:

WHEREAS. City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of <u>5.00</u> full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Berrower shall provide the following information and documentation to



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Seif-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4 Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below

SS SS	FOR CITY OF DALTON
By Danie TAMA Y (Typed Name/Title) By Chicaco Tohnkirk By Friend Tohnkirk By Friend Tohnkirk (Typed Name/Title)	By Signature: Mayor By David Pennington Mayor (Typed Name/Title) (Signature Date) ATTEST. By (Signature) City Clerk (Signature) City Clerk (Typed Name/Title)
(Signature Date)	(Signature Date) ATTEST: By Amkle (Friend) (Signature) 0F0 (Signature Date) (Signature Date)

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF BUSINESS:	Three Oaks Custom Cabinets
LENDER:	The City of Delton

LOAN:

The City of Dalton

\$15.000.00

NUMBER OF JOBS

3.00

RETAINED/REHIRED:

THIS AGREEMENT, made and entered into on the May ______, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and Three Oaks Custom Cabinets, a for profit entity, hereinafter referred to as the "Borrower," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of <u>3.00</u> full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

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GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with

the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient

forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event

any lawsuit is filed in connection with this Agreement.



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE BUSINESS:	FOR CITY OF DALTON:
By War Sandy Bullon (Signature)	By(Signature) Mayor
By DAVID Gregory BADOME	By David Rennington, Mayor
(Typed Name/Title)	(Typed Name/Title)
5/14/20	
(Signature Date)	(Signature Date)
ATTEST	ATTEST:
By Mandy Broone (Signature)	By(Signature) City Clark
By Many Broome (Typed Name/Tible)	By Bernadette Chattarn, City Clerk (Typed Name/Title)
(Signature Date)	(Signature Date)
	ATTES18
	(Signature) CEO
	Ely Cindy Jacksons CFO (Typed Name/Title)
	(Siĝnature Date)

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF BUSINESS:

Totally Enterprises, LLC

LENDER:

The City of Dalton

LOAN:

\$15,000.00

NUMBER OF JOBS

2.00

RETAINED/REHIRED:

THIS AGREEMENT, made and entered into on the May 14 , 2020 by and between City of Dalton, a municipal corporation of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and Totally Enterprises, LLC, a for profit entity, hereinafter referred to as the "Borrower," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$15,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of 2.00 full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- 3. For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- 3. Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- 9. Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

City of Dalton CDBG Program Office 300 West Waugh Street

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE BUSINESS:	FOR CITY OF DALTON:
By (Stgmature) (Fo	By(Signature) Mayor
By Robert Weiner CFO (Typed Name/Title)	By <u>David Pennington, Mayor</u> (Typed Name/Title)
05/14/2020 (Signature Date)	(Signature Date)
ATTEST:	ATTEST:
By (Signature)	By(Signature) City Clerk
By <u>Controller</u> (Typed Name/Title)	By Bernadette Chattam, City Clerk (Typed Name/Title)
05/14/2020 (Signature Date)	(Signature Date)
	ATTEST:
	(Signature) CFO
	By Cindy Jackson. CFO (Typed Name/Title)
	(Signature Date)

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF	BUSINESS:
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The Perfect Cup

LENDER:

The City of Dalton

LOAN:

\$12,000.00

NUMBER OF JOBS

4.00

RETAINED/REHIRED:

THIS AGREEMENT, made and entered into on the May ______, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and The Perfect Cup, a for profit entity, hereinafter referred to as the "Borrower," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$12,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of <u>4.00</u> full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- 3. For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- 6. Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daitonga.gov



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such

persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with

the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient

forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event

any lawsuit is filed in connection with this Agreement.

City of Dalton CDBG Program Office 300 West Waugh Street

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

(Signature) Mayor By <u>David Pennington, Mayor</u> (Typed Name/Title) (Signature Date)
·
ATTEST:
Зу
(Signature) City Clerk
By Bernadette Chattam, City Clerk
(Typed Name/Title)
(Signature Date)
TTEST:
y
(Signature) CFO
y <u>Cindy Jackson</u> , CFO
(Typed Name/Title)
(Signature Date)

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



CITY OF DALTON Small Business Stabilization Forgivable Loan Program Agreement

NAME OF BUSINESS:

Triple L Construction, LLC

LENDER:

The City of Dalton

LOAN:

\$8,000.00

NUMBER OF JOBS

3.00

RETAINED/REHIRED:

THIS AGREEMENT, made and entered into on the May _______, 2020 by and between City of Dalton, a municipal corporation of the State of Georgia acting by and through its duly elected City Council, hereinafter referred to as the "City", and <u>Triple L Construction, LLC</u>, a for profit entity, hereinafter referred to as the "Borrower," located within the municipal boundary of the City of Dalton, Georgia, and incorporated in the State of Georgia.

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various economic development activities in the City's CDBG Program; and

WHEREAS, \$8,000.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

WHEREAS, the Borrower agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

PROJECT DESCRIPTION:

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



USE OF FUNDS:

The Loan proceeds may only be used for paying payroll for the retention or rehiring of employees. Borrower will be monitored for the eligible use of said funds.

JOB RETENTION AND/OR JOB REHIRE:

In addition to meeting the requirements provided in the program guidelines, in order to meet the national objective of retaining low to moderate income (LMI) jobs, Borrower and/or Borrower's tenants must retain or rehire a minimum of 3.00 full time equivalent (FTE) jobs with at least 51% of such jobs being jobs held by LMI persons.

FUNDING:

The City shall initially reimburse Borrower for the actual payroll expended for the number of jobs retained and/or rehired for the month of April, 2020 up to the maximum principal loan amount. In addition, the City shall advance to the Borrower an amount of \$7,500 towards the actual payroll expended for the number of jobs retained and/or rehired for the month of May, 2020 up to the maximum principal loan amount. The City shall pay to Borrower any remaining balance of the maximum principal loan amount not already funded by June 30, 2020. The Borrower shall furnish supporting documentation as requested by City.

INTEREST RATES:

Interest Rate of 0% (zero) per annum during term of loan and/or after default.

MATURITY AND REPAYMENTS:

Repayment of the principal loan amount shall not be required by Borrower provided that for a period of 2 YEARS from the anniversary date of the Note, the Borrower has met the requirements outlined in Job Retention. Principal loan amount shall be forgiven at the rate of 50% of the outstanding loan amount at the 1st anniversary date of the Note and the remaining 50% of the outstanding loan amount at the 2nd anniversary date.

OTHER FINANCING AND SCHEDULE OF VALUES:

Prior to the closing, Borrower shall provide to City all updated source of additional funding received by Borrower for disaster-related issues, including but not limited to: FEMA funds, SBA funds and private insurance funds.

REPORTING:

Borrower shall provide the following information and documentation to

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



City as provided in the program guidelines or upon request:

- Weekly, bi-weekly, or monthly or quarterly payroll register with copies of cancelled checks or EFT's for employees included on the Monthly Job Rehire/Retention Report
- 2. For W-2 employees include monthly or quarterly federal and state payroll tax reports
- For 1099 employees include weekly, bi-weekly, or monthly payroll certification form and copies of cancelled checks or EFT's
- 4. Monthly Job Rehire/Retention Report
- 5. Self-Certification Report for all LMI employees retained or rehired
- 6. Annual W-2's or 1099's of each employee

DEFAULT:

The occurrence of any one or more of the following events shall be deemed a default:

- 1. Failure to submit monthly/quarterly/annual forms
- 2. Failure to comply with Job Retention/Rehire section of Agreement
- Borrower ceases operation or otherwise closes business prior to 2nd anniversary date of this Agreement
- 4. Sale of business to a third party
- 5. Change of business ownership
- Borrower files bankruptcy or Borrower's creditor(s) files an involuntary bankruptcy against Borrower
- 7. Business is located outside the municipal boundary of City
- 8. Borrower fails to maintain a current City of Dalton business license
- Borrow fails to pay and is past due on any real estate taxes, occupational taxes, other taxes, licenses or fees owed to City
- 10. Borrower files suit against City
- 11. City obtains civil judgment against Borrower on any grounds

Remedy upon default. Upon the occurrence of any event of default, the entire unpaid principal balance, at the option of City, shall become immediately due and payable without further demand.

PREPAYMENT:

Payment is not required except in the event of default. No penalty for prepayment of this obligation.

REPRESENTATIONS AND WARRANTIES:

The Borrower represents that all information provided in the Small Business Stabilization Forgivable Loan Program application and supporting documentation is true and accurate. Further, Borrower

300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



represents that said business is 1) properly organized in the State of Georgia and administratively active with the Secretary of State; 2) that the undersigned is a duly elected officer, director, or member of the business; 3) that business is not prohibited from borrowing funds pursuant to this Agreement; 4) that the undersigned is duly authorized to sign all documents, including but not limited to the Agreement and Note on behalf of said business.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses arising out of or relating to the Loan, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement. This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

JURISDICTION:

Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

JURY TRIAL:

The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

City of Dalton

CDBG Program Office 300 West Waugh Street Dalton, Ga. 30720 (706) 529-2470 fax (706)277-4640 cdbg@daltonga.gov



IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE BUSINESS:	FOR CITY OF DALTON:
By PSC-M) (Signature)	By(Signature) Mayor
(Typed Name/Title)	By <u>David Pennington, Mayor</u> (Typed Name/Title)
(Signature Date)	(Signature Date)
By (Signatulre)	ATTEST: By(Signature) City Clerk
Typed Name/Title Very Aministra (Typed Name/Title) Cossista	
(Signature Date)	(Signature Date)
	ATTEST:
	(Signature) CFO
	By <u>Cindy Jackson. CFO</u> (Typed Name/Title)
	(Signature Date)