

- (39) **P320**-Department of Commerce
- (a) Deal Closing Fund \$ 3,700,000;
 - (b) LocateSC \$ 9,000,000;
 - (c) Office Modernization \$ 600,000;·
 - (d) Palmetto Railways Repayment \$ 5,000,000;
 - (e) Publicly Owned Aeronautics Infrastructure - New and Existing Business \$ 55,000,000;·
 - (f) Strategic Marketing \$ 5,000,000;
- (87) **P320**-Department of Commerce
- (a) City of Anderson - Economic Development Event \$ 600,000;·
 - (b) City of Charleston Entrepreneurial Resource Center \$ 2,500,000;·
 - (c) City of Clinton Industrial Park \$ 1,500,000;
 - (d) City of Forest Acres – Redevelopment of Forest Acres \$ 1,000,000;
 - (e) City of Loris - Old Loris High School Redevelopment \$ 1,000,000;
 - (f) City of Simpsonville - Economic Development/
Capital Projects \$ 1,000,000;·
 - (g) Fairfield County- Vision Center Inc \$ 2,000,000;
 - (h) Graduation Alliance \$ 1,000,000;
 - (i) South Carolina Quantum Association Curriculum Development and Use Study \$ 15,000,000;·
 - (j) South Carolina Alliance - SCIC Industrial Park \$ 750,000;
 - (k) Spartanburg County - Spartanburg Infrastructure Upgrades \$ 20,000,000;
 - (l) Spartanburg Downtown Development Infrastructure \$ 10,000,000;
 - (m) Study of Offshore Wind Energy \$ 250,000;·
 - (n) Sumter County - Pocatigo Industrial Park \$ 2,000,000;·
 - (o) Town of Lexington - Lexington Conference Center \$ 10,000,000;·
 - (p) Town of Seneca - Downtown Revitalization \$ 12,000,000;
 - (q) Town of Timmons ville -Timmons ville Revitalization Project \$ 500,000;
 - (r) Umoja Village - Economic development \$ 250,000;
- (101) **P320**-Department of Commerce
- Town of Fort Mill --Downton Economic Development \$ 25,000,000.

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 5, 2023, is between the South Carolina Department of Commerce (SCDOC) and the City of Anderson (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to host the 2024 International Network of Michelin Cities (INMC) Conference April 15 – 20 in Anderson, SC.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$600,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. **Payment upon fully executed grant agreement.**

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so, directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 12 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

**Section 14: REPORTING REQUIREMENTS:
Program/Financial Reporting Requirements:**

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

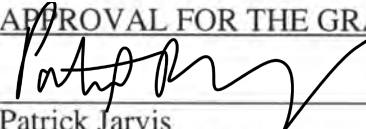
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	July 1, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

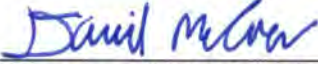
APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

10/6/2023
Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

10/5/2023
Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2024 and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of each quarter and by June 30, 2024.

Contribution Information		
Amount	State Agency Providing the Contribution	Purpose
\$600,000.00	P320 - Department of Commerce	2024 International Network of Michelin Cities Conference (INMC)

Organization Information	
Entity Name	City of Anderson
Address	401 South Main Street
City/State/Zip	Anderson, SC 29624
Website	cityofandersonsc.com
Tax ID#	57-6000221
Entity Type	Municipality

Organization Contact Information	
Name	Beth Batson
Position/Title	Director of Strategic Communications
Telephone	864-231-2200
Email	bbatson@cityofandersonsc.com

Reporting Period	
Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024

Accounting of how the funds have been spent:							
Description	Budget	Expenditures				Total	Balance
		7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/31/24	4/1/24-6/30/24		
Hotels	\$159,000.00			\$11,971.35		\$11,971.35	\$147,028.65
Meals	\$65,000.00					\$0.00	\$65,000.00
Transportation	\$39,000.00		\$5,000.00			\$5,000.00	\$34,000.00
Event Production	\$141,000.00	\$30,000.00		\$88,130.64		\$118,130.64	\$22,869.36
Personnel	\$139,000.00	\$1,350.00	\$5,550.00	\$14,900.00		\$21,800.00	\$117,200.00
Conference Information	\$215,000.00	\$57,915.58	\$10,451.81	\$28,334.99		\$96,702.38	\$118,297.62
Global Marketing	\$119,000.00	\$31,244.45	\$8,203.21	\$6,906.26		\$46,353.92	\$72,646.08
Miscellaneous	\$73,000.00	\$1,583.83	\$741.63	\$3,672.50		\$5,997.96	\$67,002.04
						\$0.00	\$0.00
Grand Total	\$950,000.00	\$122,093.86	\$29,946.65	\$153,915.74	\$0.00	\$305,956.25	\$644,043.75

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

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Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

 Signature
 Brittney Gamble
 Printed Name

 Grants Specialist
 Title
 1/31/2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2024 and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of each quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$600,000.00	P320 - Department of Commerce	2024 International Network of Michelin Cities Conference (INMC)

Organization Information

Entity Name	City of Anderson
Address	401 South Main Street
City/State/Zip	Anderson, SC 29624
Website	cityofandersonsc.com
Tax ID#	57-6000221
Entity Type	Municipality

Organization Contact Information

Name	Beth Batson
Position/Title	Director of Strategic Communications
Telephone	864-231-2200
Email	bbatson@cityofandersonsc.com

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description	Budget	Expenditures				Total	Balance
		7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/31/24	4/1/24-6/30/24		
Hotels	\$159,000.00					\$0.00	\$159,000.00
Meals	\$65,000.00					\$0.00	\$65,000.00
Transportation	\$39,000.00		\$5,000.00			\$5,000.00	\$34,000.00
Event Production	\$141,000.00	\$30,000.00				\$30,000.00	\$111,000.00
Personnel	\$139,000.00	\$1,350.00	\$5,550.00			\$6,900.00	\$132,100.00
Conference Information	\$215,000.00	\$57,915.58	\$10,451.81			\$68,367.39	\$146,632.61
Global Marketing	\$119,000.00	\$31,244.45	\$8,203.21			\$39,447.66	\$79,552.34
Miscellaneous	\$73,000.00	\$1,583.83	\$741.63			\$2,325.46	\$70,674.54
						\$0.00	\$0.00
Grand Total	\$950,000.00	\$122,093.86	\$29,946.65	\$0.00	\$0.00	\$152,040.51	\$797,959.49

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

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Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

 Signature
 Brittney Gamble
 Printed Name

 Grants Specialist
 Title
 1/31/2024
 Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated 10/24/23 is between the South Carolina Department of Commerce (SCDOC) and the City of Charleston, South Carolina Government (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to support the City of Charleston's Entrepreneurial Resource Center.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$2,500,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be disbursed to the Grantee upon execution of the grant agreement.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: Per SCDOC, there is no project completion date set for this State Appropriation funding. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024
October – December	January 31, 2025
January - March	April 30, 2025
April – June	June 30, 2025 (note date)
July – September	October 31, 2025
October – December	January 31, 2026
January - March	April 30, 2026
April – June	June 30, 2026 (note date)
July – September	October 31, 2026

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

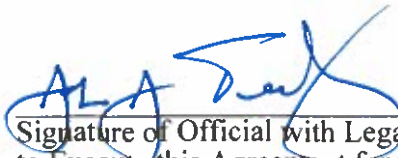


Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

11/2/2023

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

10/24/23

Date

John J. Tecklenburg
Mayor
City of Charleston, SC Government

**State of South Carolina Request for Contribution Distribution**

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information		
Amount	State Agency Providing the Contribution	Purpose
\$2,500,000.00	P320 - Department of Commerce	City of Charleston's Entrepreneurial Resource Center (ERC)

Organization Information	
Entity Name	City of Charleston, SC Government
Address	116 Meeting Street
City/State/Zip	Charleston, SC 29401
Website	www.charleston-sc.gov
Tax ID#	57-6000226
Entity Type	Municipality

Organization Contact Information	
Contact Name	Ruth Jordan
Position/Title	Director of ERC/ Minority Business Enterprise Manager
Telephone	(843) 724-7434
Email	Jordanr@charleston-sc.gov

Plan/Accounting of how these funds will be spent:		
Description	Budget	Explanation
Construction of Entrepreneurial Resource Center	\$250,000.00	Construction of the Center at James Lewis Site (900 Hanover Street)
Construction of Entrepreneurial Retail Space	\$500,000.00	Construction of Retail Space at Francis Marion Site (401 King Street)
Startup Operational Costs of Entrepreneurial Resource Center	\$150,000.00	One-time startup operational costs
Programs of Entrepreneurial Resource Center	\$1,600,000.00	Direct programs, subsidized rent, and technical assistance for entrepreneurs
Grand Total	\$2,500,000.00	

Please explain how these funds will be used to provide a public benefit:

These funds allocated to the Entrepreneurial Resource Center (ERC) in downtown Charleston will provide a public benefit by addressing the specific challenges faced by minority and women-owned businesses, particularly African American owned businesses, in the region. The ERC aims to create a supportive environment that fosters economic empowerment and inclusivity. The key offerings of the ERC includes: affordable workspaces, skills training, financial education, and greater access to financing resources. Through these efforts, the ERC will empower entrepreneurs, boost the local economy, promote diversity, and contribute to the development of a more equitable and inclusive community in the Charleston region. Specifically, this State appropriation will support the construction, startup operations, and programming of the ERC in addition to the construction of the Entrepreneurial Retail Space for entrepreneurs to establish brick-and-mortar storefronts on King Street, the main commercial area in downtown Charleston.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


 Organization Signature

Mayor
 Title

John Tecklenburg
 Printed Name

November 1, 2023
 Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

 Agency Head Signature

 Date

 Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,500,000.00	P320 - Department of Commerce	City of Charleston Entrepreneurial Resource Center (ERC)

Organization Information

Entity Name	City Of Charleston
Address	116 Meeting Street
City/State/Zip	Charleston, SC 29401
Website	www.charleston-sc.gov
Tax ID#	57-60000226
Entity Type	Municipality

Organization Contact Information

Name	Ruth Jordan
Position/Title	Director of ERC/ Minority Business Enterprise Manager
Telephone	(843) 724-7434
Email	jordanr@charleston-sc.gov

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:


Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Construction of Entrepreneurial Resource Center	\$250,000.00		\$0.00	\$0.00		\$0.00	\$250,000.00	
Construction of Entrepreneurial Retail Space	\$500,000.00		\$0.00	\$0.00		\$0.00	\$500,000.00	
Startup Operational Costs of Entrepreneurial Resource Center	\$150,000.00		\$0.00	\$0.00		\$0.00	\$150,000.00	
Programs of Entrepreneurial Resource Center	\$1,600,000.00		\$0.00	\$0.00		\$0.00	\$1,600,000.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

At this time, no funds have been spent, but expenses have been encumbered.

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Tyler Clem
 Printed Name

AST. FINANCE DIRECTOR
 Title
 4/17/24
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,500,000.00	P320 - Department of Commerce	City of Charleston Entrepreneurial Resource Center (ERC)

Organization Information

Entity Name	City Of Charleston
Address	116 Meeting Street
City/State/Zip	Charleston, SC 29401
Website	www.charleston-sc.gov
Tax ID#	57-60000226
Entity Type	Municipality

Organization Contact Information

Name	Ruth Jordan
Position/Title	Director of ERC/ Minority Business Enterprise Manager
Telephone	(843) 724-7434
Email	jordanr@charleston-sc.gov

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Construction of Entrepreneurial Resource Center	\$250,000.00		\$0.00			\$0.00	\$250,000.00	
Construction of Entrepreneurial Retail Space	\$500,000.00		\$0.00			\$0.00	\$500,000.00	
Startup Operational Costs of Entrepreneurial Resource Center	\$150,000.00		\$0.00			\$0.00	\$150,000.00	
Programs of Entrepreneurial Resource Center	\$1,600,000.00		\$0.00			\$0.00	\$1,600,000.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

At this time, no funds were spent in quarter 2.

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 TYLER CLEM
 Printed Name

SENIOR ACCOUNTANT
 Title
 1/23/24
 Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,500,000.00	P320 - Department of Commerce	

Organization Information

Entity Name	City of Clinton
Address	211 N Broad St
City/State/Zip	Clinton, SC 29325
Website	cityofclintonsc.com
Tax ID#	57-6001015
Entity Type	Municipality

Organization Contact Information

Contact Name	Joey Meadors
Position/Title	Assistant City Manager
Telephone	864-833-7523
Email	jmeadors@cityofclintonsc.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Installation of new equipment for project	\$895,133.25	Materials needed to install distribution system to Commerce Park
Removal Units	\$95,220.79	Material that are unable to be used during new construction
Tree Trimming	\$35,000.00	Clearing Right of Way for the distribution system
Contingency (25%)	\$256,338.51	Funds for unforeseen issues that may arise during construction
Engineering (Design)	\$62,500.00	Design of the Project
Engineering (Inspection)	\$35,000.00	Inspection of the project
"Copy of Engineers Budget is attached"		
Grand Total	\$1,379,192.55	

Please explain how these funds will be used to provide a public benefit:

The City of Clinton has invested in developing an Industrial Park at the intersection of SC Hwy 72 and I-26. This industrial park is already home to one industrie (GE) and construction on another is set to begin shortly. This request is made due to the need to increase electrical capacity at the Industrial Park site and to continue successful industrial growth in Laurens County, and specifically within this industrial park; and is vital to our continued economic industrial growth in the upstate and all of South Carolina. The Clinton 26 Industrial Park is currently on the short list for several large manufacturing companies and our goal is that projects looking to invest in the upstate of South Carolina become a reality. These companies could bring hundreds of jobs and hundreds of millions in capital investments. We feel it is important to get ahead of the industrial growth in the upstate and have the electric distribution infrastructure in place for companies to invest in Laurens County and South Carolina.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


Organization Signature

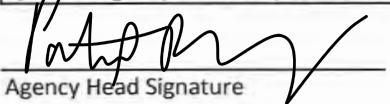
Assistant City Manager
Title

Joey Meadors
Printed Name

4-Dec-23
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.


Agency Head Signature

12/6/2023
Date

Patrick Jarvis, CFO
Printed Name

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated December 4, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Clinton (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to extend Electric Distribution Line to Clinton 26 Commerce Park.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$1,500,000.00 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once construction is about to commence.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within +/-24 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

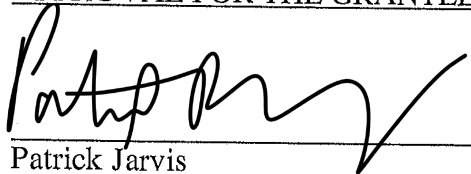
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD




Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

12/6/2023

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

12/4/23
Date

Tom Brooks, City Manager



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,500,000.00	P320 - Department of Commerce	Electric Distribution Line Extension

Organization Information

Entity Name	City of Clinton
Address	211 N Broad St.
City/State/Zip	Clinton, SC 29325
Website	www.cityofclintonsc.com
Tax ID#	57-60010015
Entity Type	Municipality

Organization Contact Information

Name	Joey Meadors
Position/Title	Assistant City Manager
Telephone	864-833-7523
Email	jmeadors@cityofclintonsc.com

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
No Funds Spent at this time.						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Explanation of any unspent funds *(to be provided only if unspent funds remain at the end of the fiscal year)* :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature
Joey Meadors

Printed Name

Assistant City Manager

Title
23-Jan-24

Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,500,000.00	P320 - Department of Commerce	

Organization Information

Entity Name	City of Clinton
Address	211 N Broad St.
City/State/Zip	Clinton, SC 29325
Website	www.cityofclintonsc.com
Tax ID#	57-6001015
Entity Type	Municipality

Organization Contact Information

Name	Joey Meadors
Position/Title	Assistant City Manager
Telephone	864-938-5008
Email	jmeadors@cityofclintonsc.com

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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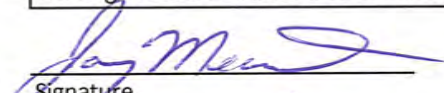
Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Installation of New Equipment for Project - Materials	\$895,133.25		\$58,923.24			\$58,923.24	\$836,210.01
Removal Units	\$95,220.79					\$0.00	\$95,220.79
Tree Trimming	\$35,000.00					\$0.00	\$35,000.00
Contingency (25%)	\$256,338.51					\$0.00	\$256,338.51
Engineering (Design)	\$62,500.00		\$31,000.00			\$31,000.00	\$31,500.00
Engineering (Inspection)	\$35,000.00					\$0.00	\$35,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$1,379,192.55	\$0.00	\$89,923.24	\$0.00	\$0.00	\$89,923.24	\$1,289,269.31

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Joey Meadors
 Printed Name

Asst. City Manager
 Title
 4/9/2024
 Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 3, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Simpsonville (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to provide additional funding for Simpsonville's Downtown Revitalization and Streetscape Project, which includes the resurfacing of multiple streets, realignment of traffic patterns as proposed by SCDOT, installation of new traffic signals, installation of pedestrian scale lighting, sidewalk and crosswalk improvements, and landscape and hardscape improvements.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$1,000,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once construction is about to commence OR INCLUDED PAYMENT SCHEDULE

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from

project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 36 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

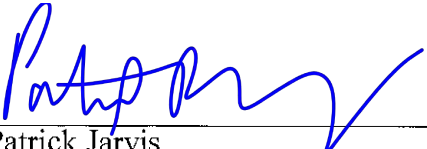
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

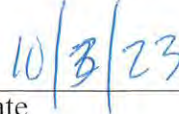
11/9/2023

Date

ACCEPTANCE FOR THE GRANTEE

A handwritten signature in blue ink, appearing to read "J. Daniel Spaulding", written over a horizontal line.

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

A handwritten date in blue ink, "10/3/23", written over a horizontal line.

Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,000,000.00		City of Simpsonville Downtown Revitalization and Streetscape Project

Organization Information

Entity Name	City of Simpsonville
Address	118 NE Main Street
City/State/Zip	Simpsonville, SC 29681
Website	www.simpsonville.com
Tax ID#	57-6001106
Entity Type	

Organization Contact Information

Contact Name	Dianna Gracely
Position/Title	City Administrator
Telephone	864.967.5404
Email	dianna@simpsonville.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Road Resurfacing on State Highway 14 (NE and SE Main Street)	\$1,000,000.00	State Funds will be used to resurface State Roads in the downtown area. The total budget is anticipated to be in excess of \$30 million dollars, which includes this direct allocation. The cost estimate is attached to this form.
Grand Total	\$1,000,000.00	

Please explain how these funds will be used to provide a public benefit:

This project is currently in design phase, and will go out for public bid in January 2024, with construction beginning in April 2024. The City of Simpsonville has issued Revenue Bonds to pay for much of the project. State funding will provide \$1,000,000 toward the total project cost. The State funding will be used for road resurfacing.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.



Organization Signature

Dianna Gracely
Printed Name

City Administrator

Title

3-Oct-23

Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name

Cost Estimate SIMPSONVILLE STREETScape

CONTRACT NO.: GLDTC 591
 DATE: 10/11/23
 REVISED: 11/8/23

CONTRACT					PERFORM	
AWARD DATE	COMPLETION DATE	REVISED COMPLETION DATE	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	WORK START DATE	PERCENT OF TIME EXPIRED

0.00% AHEAD OF SCHEDULE

SUMMARY

FILE NO.	TOTAL CONTRACT			DUE THIS ESTIMATE		
	VALUE	AMOUNT RETAINED BY ESCROW AGENT	PREVIOUS PAYMENTS	TOTAL DUE CONTRACTOR	FORCED ACCOUNT	MISC.
GLDTC 591 ROADWAY	\$21,278,974.00	\$0.00	\$0.00	\$21,278,974.00		
LANDSCAPE	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00		
HARDSCAPE	\$6,160,000.00	\$0.00	\$0.00	\$6,160,000.00		
ELECTRICAL	\$2,530,000.00	\$0.00	\$0.00	\$2,530,000.00		
SUBTOTAL	\$33,268,974.00	\$0.00	\$0.00	\$33,268,974.00	\$0.00	\$0.00
TOTALS	\$33,268,974.00	\$0.00	\$0.00	\$33,268,974.00	\$0.00	\$0.00

Audited Total

ALL LABOR PAYROLLS RECEIVED

		Force Account Previous Est.	
By	Date	Total Force Account to Date	

EXAMINED			EXAMINED	
NAME	TITLE	DATE	NAME	TITLE
	Project Manager, CoTransCo, LLC			Clerk
	Operations, CoTransCo, LLC			Office Engineer
	CFO, CoTransCo			Maint., or Bridge Engr.



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,000,000.00	P320 - Department of Commerce	Simpsonville Downtown Traffic Realignment and Streetscape Project

Organization Information

Entity Name	City of Simpsonville
Address	118 NE Main Street
City/State/Zip	Simpsonville, SC 29681
Website	simpsonville.com
Tax ID#	57-6001106
Entity Type	Municipality

Organization Contact Information

Name	Dianna Gracely
Position/Title	City Administrator
Telephone	864-967-5404
Email	dianna@simpsonville.com

Reporting Period

Reporting Period	Quarter 4: April 1, 2024 - June 30, 2024
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Accounting of how the funds have been spent:


Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
State allocation for road resurfacing	\$1,000,000.00	\$0.00				\$0.00	\$1,000,000.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Bids will be let for project in May. The expected start date is July, 2024.

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Dianna Gracely
 Printed Name

City Administrator
 Title
 3/22/2024
 Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated 11/9/23 is between the South Carolina Department of Commerce (SCDOC) and the City of Spartanburg (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to develop downtown economic growth infrastructure. Recent State budgets have included a total of \$54 in state funding for economic development infrastructure in downtown Spartanburg. This multi-block project will involve \$120 million in public investment (\$54 million in state funds plus \$66 in local public funding) along with \$305 million in private development. This project will transform several blocks in the heart of downtown Spartanburg to include new tourist destinations, entertainment venues, and public gathering spaces; over 200,000 square feet of new office spaces, 375 residential units, 150 hotel rooms, public parking for 1,500 vehicles; and full redesign and reconstruction of water, sewer, stormwater, electrical, and telecommunications infrastructure for a multi-block area in downtown. Collectively, these investments will significantly boost Spartanburg tourist economy and solidify downtown Spartanburg as a white-collar employment hub. \$42 million will be provided by the department of commerce and will provide for the above costs. \$12 million of this request was appropriated in the FY 22-23 Appropriations Act, Proviso 118.19(94)(a), and \$20 million and \$10 million were appropriated in the FY 23-24 Act, Proviso 118.19(87)(k) and (l), respectively.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$42,000,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be disbursed to Grantee upon execution of the grant agreement.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive

prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend,

in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

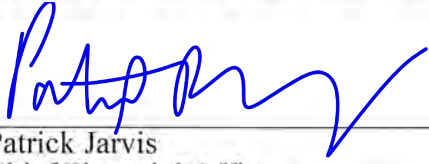
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

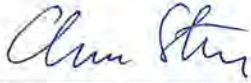


Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

11/9/2023

Date

ACCEPTANCE FOR THE GRANTEE



Chris Story
City Manager
City of Spartanburg

11/9/23

Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$42,000,000.00	P320 - Department of Commerce	Economic Development for downtown Spartanburg

Organization Information

Entity Name	City of Spartanburg
Address	P.O Box 1749
City/State/Zip	Spartanburg, SC 29304
Website	www.cityofspartanburg.org
SCEIS Vendor #	7000030010
Entity Type	Municipality

Organization Contact Information

Contact Name	Chris Story
Position/Title	City Manager
Telephone	864-596-2712
Email	cstory@cityofspartanburg.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Geotech, Environmental, Etc...	\$500,000.00	Environmental Assessments
Special Inspections during Construction	\$400,000.00	detailed inspection process
Commissioning	\$100,000.00	required commissioning on construction
Consultant Fees	\$1,250,000.00	Various consultation fees
Lender Inspection Fees	\$7,500.00	compliance requirement
Spartanburg Water Fees	\$250,000.00	fees for service and construction
Duke Fees	\$200,000.00	fees for service and construction
Verizon, Comcast, Spectrum, AT&T Fees	\$1,100,000.00	fees for service and construction
Miscellaneous (insurance, legal, marketing, PR, JDA internal)	\$1,500,000.00	Various additional services required
Soft Cost Contingency	\$692,500.00	Contingency for unanticipated services
Utilities	\$12,000,000.00	Utility work cost
Earthwork	\$5,000,000.00	Cost of moving Earth
Infrastructure - Roads	\$3,000,000.00	New road construction connecting Main and Henry
Foundations	\$11,000,000.00	foundation construction cost
Public Entertainment Venue Hard Costs	\$5,000,000.00	building costs
Grand Total	\$42,000,000.00	

Please explain how these funds will be used to provide a public benefit:

Recent State budgets have included a total of \$54 in state funding for economic development infrastructure in downtown Spartanburg. This multi-block project will involve \$120 million in public investment (\$54 million in state funds plus \$66 in local public funding) along with \$305 million in private development. This project will transform several blocks in the heart of downtown Spartanburg to include new tourist destinations, entertainment venues, and public gathering spaces; over 200,000 square feet of new office spaces, 375 residential units, 150 hotel rooms, public parking for 1,500 vehicles; and full redesign and reconstruction of water, sewer, stormwater, electrical, and telecommunications infrastructure for a multi-block area in downtown. Collectively, these investments will significantly boost Spartanburg tourist economy and solidify downtown Spartanburg as a white-collar employment hub. \$42 million will be provided by the department of commerce and will provide for the above costs.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

Organization Signature

City Manager
Title

Chris Story
Printed Name

11/9/2023
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

1 of 2

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$42,000,000.00	P320 - Department of Commerce	Economic Development for Downtown Spartanburg

Organization Information

Entity Name	City of Spartanburg
Address	P.O. Box 1749
City/State/Zip	Spartanburg, SC 29304
Website	www.cityofspartanburg.org
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Dennis Locke
Position/Title	Director of Finance & Budget
Telephone	864-596-2119
Email	dlocke@cityofspartanburg.org

Reporting Period

Reporting Period	
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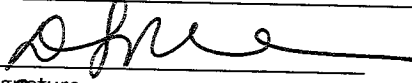
Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Soft Cost Contingency	\$692,500.00		\$232,308.00			\$232,308.00	\$460,192.00	
Utilities	#####					\$0.00	#####	
Earthwork	\$5,000,000.00					\$0.00	\$5,000,000.00	
Infrastructure - Roads	\$3,000,000.00					\$0.00	\$3,000,000.00	
Foundations	#####					\$0.00	#####	
Public Entertainment Venue Hard Costs	\$5,000,000.00					\$0.00	\$5,000,000.00	
Architectural & Engineering			\$2,747,807.00			\$2,747,807.00	-\$2,747,807.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	#####	\$0.00	\$2,980,115.00	\$0.00	\$0.00	\$2,980,115.00	#####	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Dennis Locke
 Printed Name

Director of Finance & Budget
 Title
 1/12/2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

2022

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$42,000,000.00	P320 - Department of Commerce	Economic Development for Downtown Spartanburg

Organization Information

Entity Name	City of Spartanburg
Address	P.O. Box 1749
City/State/Zip	Spartanburg, SC 29304
Website	www.cityofspartanburg.org
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Dennis Locke
Position/Title	Director of Finance & Budget
Telephone	864-596-2119
Email	dlocke@cityofspartanburg.org

Reporting Period

Reporting Period	
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Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Geotech, Environmental, Etc...	\$500,000.00		\$53,570.00			\$53,570.00	\$446,430.00
Special Inspections During Construction	\$400,000.00					\$0.00	\$400,000.00
Commissioning	\$100,000.00					\$0.00	\$100,000.00
Consultant Fee	\$1,250,000.00		\$185,378.00			\$185,378.00	\$1,064,622.00
Lender Inspection Fees	\$7,500.00					\$0.00	\$7,500.00
Spartanburg Water Fees	\$250,000.00					\$0.00	\$250,000.00
Duke Fees	\$200,000.00					\$0.00	\$200,000.00
Verizon, Comcast, Spectrum, AT&T Fees	\$1,100,000.00					\$0.00	\$1,100,000.00
Miscellaneous (Insurance, Legal, Marketing, PR, JDA Internal)	\$1,500,000.00		\$175,968.00			\$175,968.00	\$1,324,032.00
Grand Total	\$5,307,500.00	\$0.00	\$414,916.00	\$0.00	\$0.00	\$414,916.00	\$4,892,584.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Dennis Locke
Signature
Dennis Locke
Printed Name

Director of Finance & Budget
Title

1/12/2024
Date

Project: CORE
 Location: Spartanburg, SC

Draw #: 01
 Date: 12/20/2023

	Original Project Budget	Budget Reclassifications	Total Budget to be Funded in Loan	Budget Modifications	Adjusted Budget	DRAW DATE: Amt. Approved This Draw	Total Drawn Incl This Draw	% Drawn	Remaining Surplus (Deficit)
LAND									
Land Acquisition			-		-	-	-	0.0%	-
Other Land Costs			-		-	-	-	0.0%	-
SUB-TOTAL LAND COSTS			-		-	-	-	0.0%	-
HARD COSTS									
GC Contract (Venue)	79,000,000		79,000,000		79,000,000	232,308	232,308	0.3%	78,767,692
Other Sitework + Utilities	21,880,000		21,880,000		21,880,000	-	-	0.0%	21,880,000
			-		-	-	-	0.0%	-
FF&E	1,000,000		1,000,000		1,000,000	-	-	0.0%	1,000,000
Other Building Costs	1,300,000		1,300,000		1,300,000	-	-	0.0%	1,300,000
Hard Cost Contingency	4,000,000		4,000,000		4,000,000	-	-	0.0%	4,000,000
SUB-TOTAL HARD COSTS	107,180,000		107,180,000		107,180,000	232,308	232,308	0.2%	106,947,692
SOFT COSTS									
Architectural & Engineering	7,000,000		7,000,000		7,000,000	2,747,807	2,747,807	39.3%	4,252,193
Testing & Environmental	1,000,000		1,000,000		1,000,000	53,570	53,570	5.4%	946,430
Fees, Permits, Taxes & Utilities	1,580,000		1,580,000		1,580,000	-	-	0.0%	1,580,000
Survey & Other Consultants	1,250,000		1,250,000		1,250,000	185,378	185,378	14.8%	1,064,622
Miscellaneous (insurance, legal, marketing, PR)	1,000,000		1,000,000		1,000,000	175,968	175,968	17.6%	824,033
Prior Costs	250,000		250,000		250,000	-	-	0.0%	250,000
			-		-	-	-	0.0%	-
			-		-	-	-	0.0%	-
			-		-	-	-	0.0%	-
			-		-	-	-	0.0%	-
			-		-	-	-	0.0%	-
Soft Cost Contingency	740,000		740,000		740,000	-	-	0.0%	740,000
SUB-TOTAL SOFT COSTS	12,820,000		12,820,000		12,820,000	3,162,723	3,162,723	24.7%	9,657,277
PROJECT BUDGET TOTALS:	120,000,000		120,000,000		120,000,000	3,395,031	3,395,031	2.8%	116,604,969
NOTES:									



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$42,000,000.00	P320 - Department of Commerce	Economic Development for Downtown Spartanburg

Organization Information

Entity Name	City of Spartanburg
Address	P.O. Box 1749
City/State/Zip	Spartanburg, SC 29304
Website	www.cityofspartanburg.org
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Dennis Locke
Position/Title	Director of Finance & Budget
Telephone	864-596-2119
Email	dlocke@cityofspartanburg.org

Reporting Period

Reporting Period	
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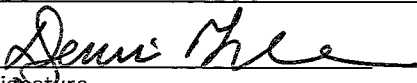
Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Soft Cost Contingency	\$692,500.00		\$232,308.00			\$232,308.00	\$460,192.00
Utilities	#####					\$0.00	#####
Earthwork	\$5,000,000.00					\$0.00	\$5,000,000.00
Infrastructure - Roads	\$3,000,000.00					\$0.00	\$3,000,000.00
Foundations	#####					\$0.00	#####
Public Entertainment Venue Hard Costs	\$5,000,000.00					\$0.00	\$5,000,000.00
Architectural & Engineering			\$2,747,807.00	\$1,305,757.00		\$4,053,564.00	-\$4,053,564.00
GC Venue				\$8,356,725.00		\$8,356,725.00	-\$8,356,725.00
						\$0.00	\$0.00
Grand Total	#####	\$0.00	\$2,980,115.00	\$9,662,482.00	\$0.00	#####	#####

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Dennis R. Locke
 Printed Name

Director of Finance & Budget
 Title
 4/15/2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$42,000,000.00	P320 - Department of Commerce	Economic Development for Downtown Spartanburg

Organization Information

Entity Name	City of Spartanburg
Address	P.O. Box 1749
City/State/Zip	Spartanburg, SC 29304
Website	www.cityofspartanburg.org
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Dennis Locke
Position/Title	Director of Finance & Budget
Telephone	864-596-2119
Email	dlocke@cityofspartanburg.org

Reporting Period

Reporting Period	
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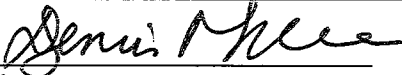
Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Geotech, Environmental, Etc...	\$500,000.00		\$53,570.00	\$47,704.00		\$101,274.00	\$398,726.00
Special Inspections During Construction	\$400,000.00					\$0.00	\$400,000.00
Commissioning	\$100,000.00					\$0.00	\$100,000.00
Consultant Fee	\$1,250,000.00		\$185,378.00			\$185,378.00	\$1,064,622.00
Lender Inspection Fees	\$7,500.00					\$0.00	\$7,500.00
Spartanburg Water Fees	\$250,000.00					\$0.00	\$250,000.00
Duke Fees	\$200,000.00					\$0.00	\$200,000.00
Verizon, Comcast, Spectrum, AT&T Fees	\$1,100,000.00					\$0.00	\$1,100,000.00
Miscellaneous (Insurance, Legal, Marketing, PR, JDA Internal)	\$1,500,000.00		\$175,968.00	\$205,779.00		\$381,747.00	\$1,118,253.00
Grand Total	\$5,307,500.00	\$0.00	\$414,916.00	\$253,483.00	\$0.00	\$668,399.00	\$4,639,101.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Dennis R. Locke
 Printed Name

Director of Finance & Budget
 Title
 4/15/2024
 Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000	SC Department of Commerce	Refurbish the former White Oak Center

Organization Information

Entity Name	Vision Center, Inc.
Address	110 Pisgah Church Road
City/State/Zip	Columbia, SC 29203
Website	
Tax ID#	83-2278399
Entity Type	Nonprofit Organization

Organization Contact Information

Contact Name	Samuel L. Green, Sr.
Position/Title	President
Telephone	407-946-1717
Email	slgreensr@aol.com

Plan/Accounting of how these funds will be spent:

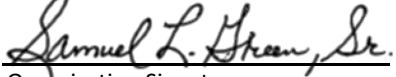
Description	Budget	Explanation
Budget Included on separate form		
Grand Total	\$0.00	

Please explain how these funds will be used to provide a public benefit:

The funds will be used to help refurbish the Vision Center (formerly White Oak Center), to be used as a Conference, Training and Multi-Purpose Convention Center. The Vision Center, Inc. is dedicated to operating a Multi-Purpose Convention Center located at 633 Mobley Road, Winnsboro, SC. The Center, once refurbished, will host Conferences, Annual Conventions, Youth Meetings and Educational Events throughout the year. The Corporation will operate and provide employment for persons to work in the hospitality industry in Fairfield County.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.



Organization Signature

President

Title

Samuel L. Green, Sr.

Printed Name

16-Oct-23

Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.



Agency Head Signature

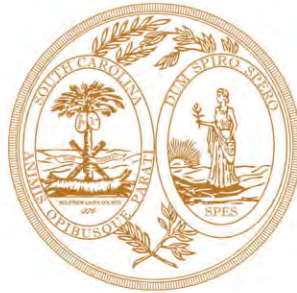
11/16/2023

Date

Patrick Jarvis, CFO

Printed Name

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Vision Center, a nonprofit corporation duly organized under the laws of the State of South Carolina on October 5th, 2018, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 20th day
of October, 2023.


Mark Hammond, Secretary of State

**Vision Center
110 Pisgah Church Road
Columbia, South Carolina, 20203**

Initial Site Cleanup		
New Entry and Porte Cochere (Reduced Scale)	\$175,00	
Update Entry Signage	\$10,000	
Add Site Lighting	\$150,000	
Landscaping/Signage	\$50,000	
Tree Service	\$30,000	
Mill & 2" overlay paving at entrance drive/Porte cochere (4,700 Sy)	\$150,000	
Sweep/seal coat remaining paving (19,000 Sy)	\$89,000	
Striping/parking signage	\$51,750	
Total Initial Site Cleanup Upgrades	\$530,925.00	
Initial Hub Upgrades		
Design Fee (Multi-Purpose Room)	\$12,000	
Replace existing carpet in offices and meeting rooms with new carpet	\$51,800	
Internal and external Door hardware upgrades/replacement	\$47,400	
Cleaning ice cream and bar equipment	\$2000	
Roof Repair	\$50,000	
Select demolition of theatre, equipment, and furniture	\$39,500	
Plumbing Upgrades	\$47,400	
Replacing tile and epoxy in foyer and halls with LVT (luxury vinyl tile)	\$84,000	
Total Initial Hub Upgrades	\$334,100.00	
Classroom Building Upgrades		
Interior/Exterior door hardware upgrades/replacement	\$54,200	
Remove Misc. classroom equipment	\$10,000	
Replace corridor VCT with LVT	\$67,750	
Technology Upgrades @Meeting Spaces/Classrooms (18 ea.)	\$2700	
Plumbing Upgrades	\$81,300	
Total Classroom Building Upgrades	\$215,950.00	
Upgrades-Lecture Hall		
Paint handrails	\$5,000	
Foyer walls: remove wallpaper, prep, and paint	\$21,200	
Add ADA access to the stage	\$30,000	
Add ADA seating by the sound booth	\$30,000	
Inspection/start-up of elevator and wheelchair lift	\$5,000	
Paint black ceiling in foyer	\$11,000	

Doors/hardware upgrades	\$26,500	
Electrical upgrades	\$53,000	
Technology and Security upgrades	\$31,800	
HVAC upgrades	\$26,500	
Plumbing Upgrades	\$26,500	
Total Upgrades-Lecture Hall	\$266,500.00	
Upgrades Lecture Hall Classroom		
Repair Roof	\$50,000	
Remove wallpaper, prep, and paint	\$51,200	
Remove and replace carpet with new carpet	\$76,800	
Technology Upgrades @Meeting Spaces/Classrooms (4 ea.)	\$6,000	
Technology and Security upgrades	\$38,400	
HVAC upgrades	\$64,000	
Plumbing Upgrades	\$38,400	
Total Upgrades Lecture Hall Classroom	\$324,800.00	
Upgrades Dining Hall		
Sheetrock repair	\$61,500	
Repair/replace flooring	\$12,300	
Refurbish Skylights	\$17,325	
Painting ceiling and soffit	\$36,900	
Doors/hardware upgrades	\$36,900	
Fire suppression (repair in dining hall only)	\$36,900	
Technology and security upgrades	\$24,600	
HVAC Upgrades	\$89,000	
Plumbing upgrades	\$12,300	
Total Upgrades Dining Hall	\$327,725.00	

Summation

Initial Site Cleanup Scope (Grounds)	\$530,925.00	
Total Initial Hub Upgrades	\$334,100.00	
Total Classroom Building Upgrades	\$215,950.00	
Total Upgrades-Lecture Hall	\$266,500.00	
Total Upgrades Lecture Hall Classroom	\$324,800.00	
Total Upgrades Dining Hall	\$327,725.00	
Grand Total All Upgrades	\$2,000,000.00	



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	Renovations

Organization Information

Entity Name	Vision Center, Inc
Address	110 Pisgah Church Road
City/State/Zip	Columbia, SC 29203
Website	
Tax ID#	83-2278399
Entity Type	Nonprofit Organization

Organization Contact Information

Name	Samuel L. Green, Sr.
Position/Title	President
Telephone	803-935-0500
Email	bishopsam125@gmail.com

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
P320 - Department of Commerce - Beginning Balance	\$2,000,000.00					\$0.00	\$2,000,000.00
ServPro for Dining Hall Renovations	-\$188,032.99			-\$94,016.49		-\$94,016.49	-\$94,016.50
Electrical & Plumbing - Admin & Dining Hall	-\$118,673.15			-\$59,336.57		-\$59,336.57	-\$59,336.58
Pearson & Son Hauling LL	-\$11,550.00			-\$2,550.00		-\$2,550.00	-\$9,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$1,681,743.86	\$0.00	\$0.00	-\$155,903.06	\$0.00	-\$155,903.06	\$1,837,646.92

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Samuel L. Green Sr.
 Signature
 Samuel L. Green, Sr.
 Printed Name

 President
 Title
 3/31/24
 Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	City of Forest Acres Redevelopment of Richland Mall

Organization Information

Entity Name	City of Forest Acres
Address	5209 N Trenholm Rd
City/State/Zip	Columbia, SC 29206
Website	www.forestacres.net
SCEIS Vendor #	
Entity Type	Municipality

Organization Contact Information

Contact Name	Shaun Greenwood
Position/Title	City Administrator
Telephone	803-782-9475
Email	sgreenwood@forestacres.net

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Purchase of Property	\$2,000,000.00	The City of Forest Acres purchased the property for a public park
Grand Total	\$2,000,000.00	

Please explain how these funds will be used to provide a public benefit:

These funds are being used to reimburse the City of Forest Acres for the purchase of a portion (6 acres) of the Richland Mall property that will be turned into a public park. This park will serve as a large event space and will be an attractant for the the local retail and apartments that are planned for the redevelopment.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


Organization Signature

City Administrator
Title

Shawn Greenwood
Printed Name

10-25-23
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.


Agency Head Signature

10-25-23
Date

Shawn Greenwood
Printed Name

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 10, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Forest Acres (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to purchase property and construct a park as part of the overall redevelopment of the former Richland Mall site.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$1,000,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once the grant award agreement is executed and accepted.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 48 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

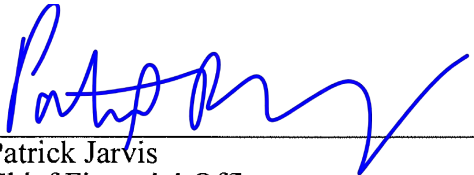
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

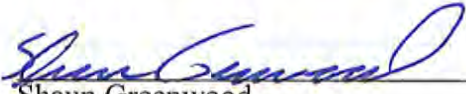


 Patrick Jarvis
 Chief Financial Officer
 South Carolina Department of Commerce

10/26/2023

 Date

ACCEPTANCE FOR THE GRANTEE



Shaun Greenwood
City Administrator
City of Forest Acres

10/16/23

Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	City of Forest Acres Redevelopment of Richland Mall

Organization Information

Entity Name	City of Forest Acres
Address	5209 Trenholm Rd
City/State/Zip	Columbia, SC 29206
Website	www.forestacres.net
Tax ID#	
Entity Type	Municipality

Organization Contact Information

Name	Shaun Greenwood
Position/Title	City Administrator
Telephone	803-782-9475
Email	sgreenwood@forestacres.net

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Reimbursement of the Purchase of Land for the Future Park	\$2,000,000.00	\$2,000,000.00				\$2,000,000.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Shaun Greenwood
 Printed Name

City Administrator
 Title
 3-28-24
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	City of Forest Acres Redevelopment of Richland Mall

Organization Information

Entity Name	City of Forest Acres
Address	5209 Trenholm Rd
City/State/Zip	Columbia, SC 29206
Website	www.forestacres.net
Tax ID#	
Entity Type	Municipality

Organization Contact Information

Name	Shaun Greenwood
Position/Title	City Administrator
Telephone	803-782-9475
Email	sgreenwood@forestacres.net

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
------------------	--

Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Reimbursement of the Purchase of Land for the Future Park	\$2,000,000.00	\$2,000,000.00					\$2,000,000.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
Grand Total	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Shaun Greenwood
 Printed Name

City Administrator
 Title
 3-28-24
 Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated September 30, 2023 is between the South Carolina Department of Commerce (SCDOC) and the Graduation Alliance (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to provide the Adult Workforce High School Diploma Program in conjunction the SC Coordinating Council for Economic Development, the Department of Commerce. Graduation Alliance launched the Adult Workforce High School Diploma to provide adults with an avenue to high school graduation. This program fosters college and career exploration as well as connect job creators to skilled and ready workers.

Modeled after similar state programs in Ohio, Michigan, and Indiana, South Carolina's Adult Workforce High School Diploma is a pay-for-performance model where payment is only issued to the providers when students achieve milestones. These milestones come in the form of credits earned, industry recognized credentials, and graduation.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$1,000,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once construction is about to commence.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify

the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within July 1, 2023 and June 30, 2024 of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require

repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.


This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

October 2, 2023

Date

Andy Cusimano

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION BY A FOREIGN CORPORATION FOR A CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN THE STATE OF SOUTH CAROLINA

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500 (b)(1) if the corporation is a professional corporation. (Must match corporation name on certificate of existence from domestic state)

Graduation Alliance, Inc.

2. It is incorporated as (check applicable item) a general business corporation a professional corporation under the laws of the state of Delaware

3. The date of its incorporation is 10/13/2006 and the period of its duration is Perpetual

4. The address of the principal office of the corporation is:

310 South Main Street, 12th Floor

(Street Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

5. The address of the proposed registered office in the state of South Carolina is:

2 Office Park Court, Suite 103

(Street Address)

Columbia

(City)

South Carolina

29223

(Zip Code)

6. The name of the proposed registered agent in South Carolina at such address is

C T Corporation System

(Print Name)

I hereby consent to the appointment as registered agent of the corporation

C T Corporation System

By:

(Signature of the Registered Agent)

Graduation Alliance, Inc.

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a.)

Jessica Hinkle

(Director Name)

310 South Main Street, 12th Floor

(Business Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

Lisa Nutter

(Director Name)

310 South Main Street, 12th Floor

(Business Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

Kyle Matter

(Director Name)

310 South Main Street, 12th Floor

(Business Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

b.)

Ron Klausner

(Principal Officer Name)

President/CEO

(Principal Officer Position)

310 South Main Street, 12th Floor

(Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

Andy Cusimano

(Principal Officer Name)

Chief Financial Officer

(Principal Officer Position)

Graduation Alliance, Inc.

Name of Corporation

310 South Main Street, 12th Floor

(Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

Chad Craycraft

(Principal Officer Name)

General Counsel

(Principal Officer Position)

310 South Main Street, 12th Floor

(Address)

Salt Lake City, Utah, 84101

(City, State, Zip Code)

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class: (if no shares are issued please enter "none")

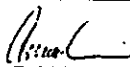
Class of Shares (and Series, if any)	Authorized Number of Each Class (and Series)
Common	100

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): _____

Date: 09/10/2023

Name of Corporation:

Graduation Alliance, Inc.



Signature of Officer

Andy Cusimano

Type or Print Name

Chief Financial Officer

Position of Officer

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GRADUATION ALLIANCE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4235148 8300

SR# 20233520791

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204188134

Date: 09-18-23



Reset Form

Print Form

dor.sc.gov



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 5/4/23)
3134

Pay the \$25 minimum License Fee when you file your CL-1.

Submit your CL-1 and the \$25 fee online at sos.sc.gov/online-filings when registering your business with the South Carolina Secretary of State (SCSOS).

Section A: Identifying information

Business's legal name: Graduation Alliance, Inc. FEIN: 20-8610553
 Date your business commenced in SC: 01/01/23 Date of incorporation: 10/13/2006
 State of incorporation: Delaware Country of incorporation: USA
 Month your corporation closes its books (select one):
 Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec
 Nature of business: Education Check if Subchapter S election

Section B: Contact information

Phone # (including area code): (801) 931-2707 Email: Accounting@graduationalliance.com
 Address of the principal office:
 Street: 310 South Main Street, 12th Floor
 City: Salt Lake City State: Utah ZIP: 84101
 Mailing address:
 Street: 310 South Main Street, 12th Floor
 City: Salt Lake City State: Utah ZIP: 84101
 Registered agent's name: C T Corporation System
 Registered agent's address:
 Street: 2 Office Park Court, Suite 103
 City: Columbia State: South Carolina ZIP: 29223

Section C: Number of shares

Total number of authorized shares of capital stock itemized by class and series, if any, within each class:

Number of shares	Class	Series
<u>100</u>	<u>Common</u>	

Total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class:

Number of shares	Class	Series

Section D: Owner/officer/director information

Name/Title	Address	SSN
<u>Ron Klausner, President/CEO</u>	<u>310 South Main Street, 12th Floor</u>	
<u>Andy Cusimano, Chief Financial Officer</u>	<u>Salt Lake City, UT 84101</u>	

Section E: Signature

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

Andy Cusimano, Chief Financial Officer 09/10/2023
 Preparer's printed name Date Signature of incorporator or officer authorized to sign



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,000,000.00	P320 - Department of Commerce	Adult Workforce Diploma

Organization Information

Entity Name	Graduaton Alliance
Address	80 West Broadway, Suite 700
City/State/Zip	Salt Lake City, Utah 84101
Website	https://www.graduationalliance.com
Tax ID#	20-8610553
Entity Type	Certified B Corporation

Organization Contact Information

Contact Name	Patrick Jarvis
Position/Title	Chief Financial Officer
Telephone	803-737-0462
Email	pjarvis@sccommerce.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
0.5 Credit Completion	\$849,000	\$250 per person
Employability Skills Certificate Completion	\$30,000	\$250 per person
Tier 1 Credential Completion	\$1,000	\$250 per person
Tier 2 Credential Completion	\$500	\$500 per person
Tier 3 Credential Completion	\$1,500	\$750 per person
Graduate	\$118,000	\$1,000 per person
Grand Total	\$1,000,000.00	

Please explain how these funds will be used to provide a public benefit:

In conjunction the SC Coordinating Council for Workforce Development, the Department of Commerce launched the Adult Workforce High School Diploma to provide adults with an avenue to high school graduation. This program fosters college and career exploration as well as connect job creators to skilled and ready workers.

Modeled after similar state programs in Ohio, Michigan, and Indiana, South Carolina's Adult Workforce High School Diploma is a pay-for-performance model where payment is only issued to the providers when students achieve milestones. These milestones come in the form of credits earned, industry recognized credentials, and graduation.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

Organization Signature

Title

Printed Name

Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose

Organization Information

Entity Name	Graduaton Alliance
Address	80 West Broadway, Suite 700
City/State/Zip	Salt Lake City, Utah 84101
Website	https://www.graduationalliance.com
Tax ID#	20-8610553
Entity Type	Certified B Corporation

Organization Contact Information

Name	Patrick Jarvis
Position/Title	Chief Financial Officer
Telephone	803-737-0462
Email	pjarvis@sccommerce.com

Reporting Period

Reporting Period	Quarter 1: July 1, 2023 - September 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
0.5 Credit Completion	\$849,000.00	\$81,500.00				\$81,500.00	\$767,500.00
Employability Skills Certificate Completion	\$30,000.00	\$1,500.00				\$1,500.00	\$28,500.00
Tier 1 Credential Completion	\$1,000.00	\$500.00				\$500.00	\$500.00
Tier 2 Credential Completion	\$500.00					\$0.00	\$500.00
Tier 3 Credential Completion	\$1,500.00					\$0.00	\$1,500.00
Graduate	\$118,000.00	\$42,000.00				\$42,000.00	\$76,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$1,000,000.00	\$125,500.00	\$0.00	\$0.00	\$0.00	\$125,500.00	\$874,500.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

--

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature

Title

Printed Name

Date

Row Labels**7/31/2023**

Count of Credits Earned	383
Count of Employability Skills Complete	241
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	176

8/31/2023

Count of Credits Earned	415
Count of Employability Skills Complete	243
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	184

9/30/2023

Count of Credits Earned	504
Count of Employability Skills Complete	260
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	193

10/31/2023

Count of Credits Earned	575
Count of Employability Skills Complete	289
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	206

11/30/2023

Count of Credits Earned	646
Count of Employability Skills Complete	319
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	219

12/31/2023

Count of Credits Earned	687
Count of Employability Skills Complete	351

Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	236
1/31/2024	
Count of Credits Earned	807
Count of Employability Skills Complete	395
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	259
2/29/2024	
Count of Credits Earned	809
Count of Employability Skills Complete	449
Count of Tier 1	2
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	281
3/31/2024	
Count of Credits Earned	809
Count of Employability Skills Complete	484
Count of Tier 1	3
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	308
4/30/2024	
Count of Credits Earned	809
Count of Employability Skills Complete	502
Count of Tier 1	3
Count of Tier 2	
Count of Tier 3	1
Count of Graduate	334
Total Count of Credits Earned	6444
Total Count of Employability Skills Complete	3533
Total Count of Tier 1	22
Total Count of Tier 2	
Total Count of Tier 3	10
Total Count of Graduate	2396

Row Labels	
7/31/2023	
Sum of Credit Completion Billing	11,000.00
Sum of ES Completion Billing	0.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	6,000.00
8/31/2023	
Sum of Credit Completion Billing	9,000.00
Sum of ES Completion Billing	500.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	8,000.00
9/30/2023	
Sum of Credit Completion Billing	44,250.00
Sum of ES Completion Billing	4,250.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	9,000.00
10/31/2023	
Sum of Credit Completion Billing	83,000.00
Sum of ES Completion Billing	7,250.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	13,000.00
11/30/2023	
Sum of Credit Completion Billing	90,000.00
Sum of ES Completion Billing	7,500.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	13,000.00
12/31/2023	
Sum of Credit Completion Billing	107,250.00
Sum of ES Completion Billing	8,000.00

Month	Service Value	Paid Date
Jul-23	\$17,000.00	
Aug-23	\$17,500.00	
Sep-23	\$57,500.00	
Oct-23	\$103,250.00	11/6/2023
Nov-23	\$110,500.00	
Dec-23	\$132,250.00	
Jan-24	\$159,250.00	
Feb-24	\$178,000.00	
Mar-24	\$156,000.00	
Apr-24	\$122,750.00	
May-24		
Jun-24		

Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	17,000.00
1/31/2024	
Sum of Credit Completion Billing	125,250.00
Sum of ES Completion Billing	11,000.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	23,000.00
2/29/2024	
Sum of Credit Completion Billing	142,500.00
Sum of ES Completion Billing	13,500.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	22,000.00
3/31/2024	
Sum of Credit Completion Billing	120,000.00
Sum of ES Completion Billing	8,750.00
Sum of Tier 1 Billing	250.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	27,000.00
4/30/2024	
Sum of Credit Completion Billing	92,250.00
Sum of ES Completion Billing	4,500.00
Sum of Tier 1 Billing	0.00
Sum of Tier 2 Billing	0.00
Sum of Tier 3 Billing	0.00
Sum of Graduate Billing	26,000.00
Total Sum of Credit Completion Billing	824,500.00
Total Sum of ES Completion Billing	65,250.00
Total Sum of Tier 1 Billing	250.00
Total Sum of Tier 2 Billing	0.00
Total Sum of Tier 3 Billing	0.00
Total Sum of Graduate Billing	164,000.00

Paid Amount	Balance	
	\$17,000.00	
	\$34,500.00	
	\$92,000.00	
1,000,000.00	(\$804,750.00)	Credit
	(\$694,250.00)	Credit
	(\$562,000.00)	Credit
	(\$402,750.00)	Credit
	(\$224,750.00)	Credit
	(\$68,750.00)	Credit
	\$54,000.00	Over Allocation

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated November 6, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Loris (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to Purchase the Old Loris High School Property at 3610 Broad Street, Loris, South Carolina 29569.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$1,000,000.00 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once the property has a closing date agreed upon by interested parties.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 12 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. The progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below: UPDATE AS NEEDED

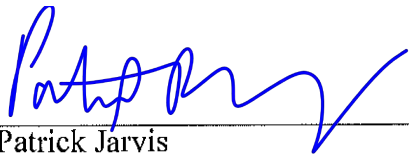
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



 Patrick Jarvis
 Chief Financial Officer
 South Carolina Department of Commerce

11/13/2023

 Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date 10/25/2023





State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,000,000.00		Acquisition of Property

Organization Information

Entity Name	City of Loris
Address	4101 Walnut Street
City/State/Zip	Loris, SC 29569
Website	cityoflorissc.com
Tax ID#	57-60010169
Entity Type	Municipality

Organization Contact Information

Contact Name	W. Clay Young
Position/Title	City Administrator
Telephone	843-756-4004
Email	williamyoung@cityofloris.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Acquisition of Old Loris High School Property	\$1,000,000.00	The City of Loris will purchase the Old Loris High School. These funds will be
Grand Total	\$1,000,000.00	

Please explain how these funds will be used to provide a public benefit:

The City pf Loris will purchase the Old Loris High School property. The property is in drepair and is a health risk to anyone that may enter. The City will use this area to enhance the downtown with public spaces and wellness opportunities.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

W. Clay Young
Organization Signature

W. CLAY Young
Printed Name

City Administrator
Title

11-13-2023
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$1,000,000.00	P320 - Department of Commerce	Acquisition of Property

Organization Information

Entity Name	City of Loris
Address	4101 Walnut Street
City/State/Zip	Loris, SC 29569
Website	cityoflorissc.com
Tax ID#	
Entity Type	

Organization Contact Information

Name	Clay Young
Position/Title	City Administrator
Telephone	843-756-4004
Email	williamyoung@cityofloris.org

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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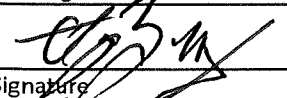
Accounting of how the funds have been spent:

Description <small>(Attach additional detail for subgrantees and affiliated nonprofits)</small>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
\$1,000,000.00 was forwarded to the closing attorney. Closing date set for Ma	\$1,000,000.00	\$1,000,000.00				\$1,000,000.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 W. Clay Young
 Printed Name

City Administrator
 Title
 2-22-2024
 Date

CITY OF LORIS

RETAIN FOR YOUR RECORDS

NO. 2701

DESCRIPTION		AMOUNT
PO: 24-01341 DESC: LORIS HIGH SCHOOL PURCHASE INV: LORIS HS AMT: 1,300,000.00		1,300,000.00
VENDOR	CHECK DATE	CHECK AMOUNT
WRIGHT, WORLEY, POPE, EKSTER, &	12/21/23	1,300,000.00

DETACH BEFORE DEPOSITING

MGL PRINTING SOLUTIONS, (908) 665-1999 L167-01

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY

CITY OF LORIS

General Fund Checking
4101 Walnut Street
PO Box 548
Loris, SC 29569-0548

Synovus
3650 Main Street
Loris, SC 29569
54-60/611

NO. 2701

DATE ISSUED	CHECK NO.	CHECK AMOUNT
12/21/23	2701	\$\$\$1,300,000.00

One Million Three Hundred Thousand AND 00/100 Dollars

TO THE ORDER OF:

WRIGHT, WORLEY, POPE, EKSTER, &
628A SEA MOUNTAIN HWY N
North Myrtle Beach, SC 29582
United States

Janet P. Vesceir

AUTHORIZED SIGNATURE

Janet P. Vesceir

AUTHORIZED SIGNATURE



⑈00270⑈ ⑆06⑆⑆00606⑆ 060009250⑆⑈



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	Infrastructure and Site Work in the Pocotaligo Industrial Park Sumter, SC

Organization Information

Entity Name	Sumter County
Address	13 E. Canal St.
City/State/Zip	Sumter, SC 29150
Website	https://www.sumtercountysc.org/
Tax ID#	57-600405
Entity Type	County

Organization Contact Information

Contact Name	Gary Mixon
Position/Title	Sumter County Administrator
Telephone	803-436-2102
Email	gmixon@sumtercountysc.gov

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Regional stormwater detention	\$1,944,500.00	Regional stormwater detention in the Pocotaligo Industrial Park
Switchback Rd. gravel drive re-route	\$340,581.25	Rerouting of existing Switchback Dr. due to new industrial park road
Secondary main access road installation	\$908,640.63	Installation of additional main access road into the Pocotaligo Industrial Park
Grand Total	\$3,193,721.88	

Please explain how these funds will be used to provide a public benefit:

These funds will be used to further develop the publicly owned 303-acre undeveloped greenfield property in the Pocotaligo Industrial Park in Sumter, SC. The installation of an additional main access road will allow for an additional ingress and egress to the property. The installation of the new access road will lead to the re-routing of the existing Switchback Dr. The regional stormwater detention will set the public property up for success to handle future development stormwater challenges. These projects are connected and necessary to continue developing and marketing the Pocotaligo Industrial Park as a premier site for future industrial project recruitment in Sumter County, SC.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


Organization Signature

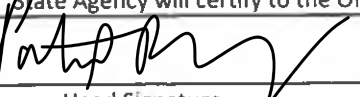
Sumter County Administrator
Title

Gary Mixon
Printed Name

12/6/2023
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.


Agency Head Signature

12/12/2023
Date

Patrick Jarvis, CFO
Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	Infrastructure and Site Work in the Pocatigo Industrial Park, Sumter, SC

Organization Information

Entity Name	Sumter County
Address	13 East Canal Street
City/State/Zip	Sumter, SC 29150
Website	www.sumtercountysc.org
Tax ID#	57-6000405
Entity Type	Municipality

Organization Contact Information

Name	Jay Schwedler
Position/Title	President & CEO - Sumter Economic Development/TheLINK
Telephone	803-418-0702
Email	jschwedler@sumtersc.gov

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Pocatigo Industrial Park Improvements	\$2,000,000.00	\$0.00				\$0.00	\$2,000,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00

Explanation of any unspent funds *(to be provided only if unspent funds remain at the end of the fiscal year)* :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 John N. Schwedler
 Printed Name

President & CEO
 Title
 3/28/2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$2,000,000.00	P320 - Department of Commerce	Infrastructure and Site Work in the Pocatigo Industrial Park, Sumter, SC

Organization Information

Entity Name	Sumter County
Address	13 East Canal Street
City/State/Zip	Sumter, SC 29150
Website	www.sumtercountysc.org
Tax ID#	57-6000405
Entity Type	Municipality

Organization Contact Information

Name	Jay Schwedler
Position/Title	President & CEO - Sumter Economic Development/TheLINK
Telephone	803-418-0702
Email	jschwedler@sumtersc.gov

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
Pocatigo Industrial Park Improvements	\$2,000,000.00	\$0.00	\$0.00	\$77,500.00		\$77,500.00	\$1,922,500.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$2,000,000.00	\$0.00	\$0.00	\$77,500.00	\$0.00	\$77,500.00	\$1,922,500.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 John N. Schwedler
 Printed Name

President & CEO
 Title
 5/24/2024
 Date

Sumter County Government
 PROJECT ACTIVITY LISTING

PROJECT:EVAC -Black Nickel Locate SC TYPE: ST-State Funded Grants SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD	

220-6001-407.53-01 Grants						.00	77,500.00	77,500.00	.00	77,500.00-	
AP	607797	03/21/2024		7829		CARLISLE ASSOCIATES INC POCOTALIGO IND PARK		3,900.00	.00	2024 09	
AP	607708	02/21/2024		7829		CARLISLE ASSOCIATES INC POCOTALIGO PRK ENTRANCE		10,125.00	.00	2024 09	
AP	607708	01/24/2024		7829		CARLISLE ASSOCIATES INC POCOTALIGO PRK ENTRANCE		53,950.00	.00	2024 09	
AP	607708	01/11/2024		7829		CARLISLE ASSOCIATES INC POCOTALIGO PRK ENTRANCE		9,525.00	.00	2024 09	
								TRANSACTION TOTAL:	77,500.00	.00	

=== PROJECT: EVAC ===== P R O J E C T T O T A L S =====

CLASSIFICATION TOTALS:	EXPENDITURES:	77,500.00		
TRANSACTION TOTAL:		77,500.00	.00	
ESTIMATE COMPARISON:	.00	77,500.00	77,500.00	77,500.00-
(ACTUAL) SUMMARY TOTAL:	.00	77,500.00	77,500.00	77,500.00-

CARLISLE
ASSOCIATES

ARCHITECTS
ENGINEERS

SUMTER COUNTY ECONOMIC DEVELOPMENT AUTHORITY
JAY SCHWEDLER
10 E. LIBERTY STREET
SUMTER, SC 29150

Invoice number 106835
Date 03/21/2024

Project S341 POCOTALIGO IND. PARK 2ND
ENTRANCE & REGIONAL STORMWATER

Bid Phase 50% Complete.
For Professional Services Rendered Thru March 17, 2024.

Prepared by: Terri Wilton, BSBA, CDFA
CAI, Business Manager

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Pocotaligo Ind. Park Entrance & Regional Stormwater	99,400.00	77.97	73,600.00	77,500.00	3,900.00
Total	99,400.00	77.97	73,600.00	77,500.00	3,900.00

Invoice total 3,900.00

220-6001-407-53-01

Project code: EVAC

 3/21/24
TWB

CARLISLE
ASSOCIATES

ARCHITECTS
ENGINEERS

SUMTER COUNTY ECONOMIC DEVELOPMENT AUTHORITY
JAY SCHWEDLER
10 E. LIBERTY STREET
SUMTER, SC 29150

Invoice number 106814
Date 02/21/2024

Project S341 POCOTALIGO IND. PARK 2ND
ENTRANCE & REGIONAL STORMWATER

Construction Documents 100% Complete.
For Professional Services Rendered Thru February 18, 2024.

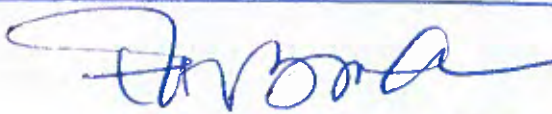
Prepared by: Terri Wilton, BSBA, CDFA
CAI, Business Manager

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Pocotaligo Ind. Park Entrance & Regional Stormwater	99,400.00	74.04	63,475.00	73,600.00	10,125.00
Total	99,400.00	74.04	63,475.00	73,600.00	10,125.00

Invoice total 10,125.00

220.6001.407.53.01

Project code: EVAC


2/27/24 (EM)

CARLISLE
ASSOCIATES

ARCHITECTS
ENGINEERS

SUMTER COUNTY ECONOMIC DEVELOPMENT AUTHORITY
JAY SCHWEDLER
10 E. LIBERTY STREET
SUMTER, SC 29150

Invoice number 108808
Date 01/24/2024

Project S341 POCOTALIGO IND. PARK 2ND
ENTRANCE & REGIONAL STORMWATER

Construction Document Phase 75% Complete - \$30,375.00
Geotechnical and Surveyor Expenses - \$23,575.00

For Professional Services Rendered Thru January 21, 2024.

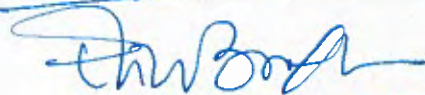
Prepared by: Terri Wilton, BSBA, CDFA
CAI, Business Manager

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Pocotaligo Ind. Park Entrance & Regional Stormwater	99,400.00	63.86	9,525.00	63,475.00	53,950.00
Total	99,400.00	63.86	9,525.00	63,475.00	53,950.00

Invoice total 53,950.00

220.6001.407.53.01

Project code: EVAC



2/21/24 (DWS)



SUMTER COUNTY ECONOMIC DEVELOPMENT AUTHORITY
JAY SCHWEDLER
10 E. LIBERTY STREET
SUMTER, SC 29150

Invoice number 106803
Date 01/11/2024

Project S341 POCOTALIGO IND. PARK 2ND
ENTRANCE & REGIONAL STORMWATER

Preliminary Phase 100% Complete.
For Professional Services Rendered Thru January 7, 2024.

Prepared by: Terri Wilton, BSBA, CDFA
CAI, Business Manager

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Pocotaligo Ind. Park Entrance & Regional Stormwater	99,400.00	9.58	0.00	9,525.00	9,525.00
Total	99,400.00	9.58	0.00	9,525.00	9,525.00

Invoice total 9,525.00

220.6001.407.53-01
Project code: EVAC

[Signature]
2/21/24 (TW)

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 5, 2023 is between the South Carolina Department of Commerce (SCDOC) and the SOUTH CAROLINA QUANTUM ASSOCIATION (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to fund a Quantum Curriculum, Innovation Ecosystem, and Use Studies in South Carolina.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$15,000,000.00 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 24 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

10/5/2023

Date

ACCEPTANCE FOR THE GRANTEE



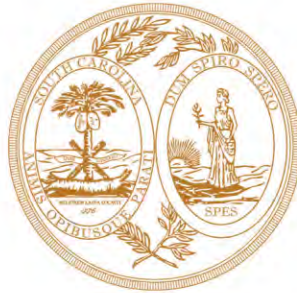
Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

October 5, 2023

Date

Joe Queenan
Executive Director
South Carolina Quantum Association

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

The South Carolina Quantum Association, a nonprofit corporation duly organized under the laws of the State of South Carolina on March 18th, 2022, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 18th day
of March, 2022.


Mark Hammond, Secretary of State

QUARTERLY REPORT

TO: SC DEPARTMENT OF COMMERCE, C/O MR. PATRICK JARVIS (pjarvis@sccommerce.com)

FROM: Joe Queenan, SCQA Executive Director

DATE: January 30, 2024

In accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19, this will serve as the South Carolina Quantum Association’s Quarterly Report for the period October 1, 2023, through December 31, 2023.

PROJECT BACKGROUND

In the coming years, quantum computing and quantum information science (“QIS”) will contribute greatly to the fields of finance, drug discovery, aerospace design, artificial intelligence, advanced manufacturing, and data security – all areas of critical importance to South Carolina's economy.

The South Carolina Quantum Association (“Association”), a 501c3 nonprofit corporation organized under the laws of the State of South Carolina in March 2022, is on a mission is to *champion the advancement of quantum talent and technology in South Carolina*.

As outlined in the FY24 Earmark Appropriations Disbursement Request, the South Carolina Quantum Association ("SCQA") is using the appropriated funds to provide public benefits across 3 areas:

- 1) Education (curriculum, training and workforce development),
- 2) Entrepreneurship/Innovation (startups & corporate demonstration projects), and
- 3) Awareness (research, convening of experts, discovery).

SUMMARY

For the period 1 October 2023 through 31 December 2023

<u>Original funds awarded</u>	<u>\$ 15,000,000</u>
Funds employed	
Awards and grants	(500,000)
Operating expenses	(398,327)
<u>Total funds employed</u>	<u>(898,327)</u>
<u>Remaining funds</u>	<u>\$ 14,101,673</u>

Please contact me with any questions. Thank you.

END

QUARTERLY REPORT

TO: SC DEPARTMENT OF COMMERCE, C/O MR. PATRICK JARVIS (pjarvis@sccommerce.com)

FROM: Joe Queenan, SCQA Executive Director

DATE: April 29, 2024

In accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19, this will serve as the South Carolina Quantum Association’s Quarterly Report for the period January 1, 2024, through March 31, 2024.

PROJECT BACKGROUND

In the coming years, quantum computing and quantum information science (“QIS”) will contribute greatly to the fields of finance, drug discovery, aerospace design, artificial intelligence, advanced manufacturing, and data security – all areas of critical importance to South Carolina's economy.

The South Carolina Quantum Association (“Association”), a 501c3 nonprofit corporation organized under the laws of the State of South Carolina in March 2022, is on a mission is to *champion the advancement of quantum talent and technology in South Carolina*.

As outlined in the FY24 Earmark Appropriations Disbursement Request, the South Carolina Quantum Association ("SCQA") is using the appropriated funds to provide public benefits across 3 areas:

- 1) Education (curriculum, training and workforce development),
- 2) Entrepreneurship/Innovation (startups & corporate demonstration projects), and
- 3) Awareness (research, convening of experts, discovery).

SUMMARY

For the period 1 October 2023 through 31 December 2023

Original funds awarded	<u>\$15,000,000</u>
Fund balance as of 12/31/2023, as originally reported	14,101,673
Expense adjustment	<u>25,583</u>
Fund balance as of 12/31/2023, restated	<u>14,127,256</u>
Funds employed	
Awards and grants	(15,000)
Operating expenses	(397,093)
Total funds employed	(412,013)
Fund balance as of 03/31/2024	<u><u>13,715,243</u></u>

Please contact me with any questions. Thank you.

END

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated September 22, 2023 is between the South Carolina Department of Commerce (SCDOC) and the South Carolina Technology & Aviation Center or SCTAC (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to construct, improve, maintain and repair hangars, buildings, building components, capital equipment, and other infrastructure, owned by the Grantee and leased and used by a major aviation tenant at the Grantee's international business park and general aviation airport located in Greenville, South Carolina. Eligible costs include amounts expended for design and engineering, pre-construction, construction, demolition, construction management, insurance, betterments, improvements, replacements, building components, asbestos and other environmental remediation, non-routine repairs and maintenance, fixed assets software, and directly related legal and accounting services expenses incurred, commencing on January 1, 2023. It is anticipated the Project will encompass many sub-projects to be completed over approximately three years, based on sub-project priorities, recommendations of Construction Managers At Risk (CMAR), availability of labor and materials, tenants' production schedules, required governmental permits and other approvals, weather, and other factors.

Section 3: AWARD AMOUNT: The Legislature and Governor of the State of South Carolina's approved a \$55 million Appropriation, of which \$50 million is ear-marked to be used for the Project at SCTAC. Accordingly, the SCDOC hereby commits an amount not to exceed \$50,000,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project, and as described in the Project Description. 100% of Grant funds will be forwarded to the Grantee once SCDOC has legally received the Appropriation relating to the Project.

Section 4: AMENDMENTS: Any material changes in the scope of work of the Project must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee in excess of eligible Project expenditures actually incurred.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must have its financial statements audited annually by an independent CPA firm; audits shall disclose total Project costs expended during the Grantee's fiscal year, and cumulatively since inception of the Project. The Grantee shall submit a copy of the audit report to the SCDOC, within 30 days of receiving the completed audit. The Grantee agrees that it will reimburse the SCDOC for any unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee annually during the Project period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after final close out of the Project. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee shall use its best efforts to complete the Project within 36 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion, which extensions shall not be unreasonably withheld.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due in 2024 as set forth below:

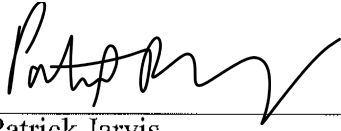
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	July 1, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

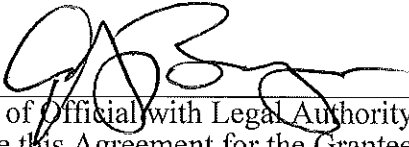


Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

09/25/2023

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Jody Bryson, President and Chief Executive Officer
South Carolina Technology & Aviation Center

9/22/23

Date

State of South Carolina

Data Collection Template - State Contributions

Instructions

This Excel workbook is designed to collect the information required by South Carolina Proviso 117.21 uniformly. The information must be emailed to **Patrick Jarvis** as soon as possible but **no later than October 31, 2023**. There are 5 worksheets to be completed:

Narrative - Enter a narrative that describes the project and timeline associated with completion of the project.

Basic Information - Complete each line to provide information about your organization, the organization contact and the appropriation to be received from the State.

Accounting - Provide details of how state funds will be spent in a way which easily relates to how the expenditures will be recorded in the entity's accounting records. Additional information must be provided to categorize expenditures by program or initiative, or to provide additional details for categories that exceed 10% of the total appropriation.

Goals - List the goals to be accomplished with the state funds to be received. Goals should be stated in a way that can be measured.

Success Measures - List the success measures that will determine the effectiveness of the use of the state funds to be received. Success measures should be stated in a way that can be measured.

Please also read the instructions on each worksheet. Additionally, please attach a copy of the following documents to your email response:

- 1) Entity's adopted budget for the current year
- 2) Entity's most recent annual financial statement. Per Proviso 117.21 contributions are not to be expended until financials are submitted to the state agency making the contribution.

These documents should be in Adobe PDF format.

Questions?

If you have questions about this workbook or the information requested, please contact **Patrick Jarvis** by email at pjarvis@scommerce.com .

Report Dates	Due Date
Start of Project	October 31
Period Ending December 31	January 31
Period Ending March 31	April 30
Period Ending June 30	July 1
Period Ending September 30	October 31

Quarterly reports will continue until all appropriated funds have been expended.

Basic Information for Your Organization**Report Date: Period Ending December 31**

Your Organization	
Name	South Carolina Technology & Aviation Center
Address (Street or PO Box)	ONE North Main, Suite 201
Address (City, State, Zip)	Greenville, SC 29601
Organization website address	www.SC-TAC.com
Organization type (nonprofit, local government, etc.)	Governmental entity created by the County and City of Greenville, SC

Organization Contact	
Name	Jody Bryson
Position	President and CEO
Telephone	864-420-0220
Email	Jody.Bryson@SC-Tac.com

State Contribution	
Amount	\$50,000,000.00
Purpose	Improvements to SCTAC's assets leased to and/or used by Lockheed Martin at SCTAC in Greenville, SC
State Agency Providing Contribution	SC Department of Commerce

REPORT DATE:

Period Ending December 31

Select the Report Date above. Please describe the project in the space below. It should include description of the project and timetable for completion of the project. If the Grantee has an existing document that provides this information, then it can serve the same purpose. Quarterly updates be completed in space provided below.

NARRATIVE OF THE PROJECT

South Carolina Technology & Aviation (SCTAC), jointly owned by the City and County of Greenville, South Carolina, was founded almost 60 years ago as an industrial park and general aviation airport. For decades, companies located at SCTAC have included major employers in Greenville County and the State of South Carolina, such as Michelin, 3-M, Lockheed Martin and Solvay. Today, SCTAC is an international business park and South Carolina's largest general aviation airport. It is the only business park dedicated to serving the dynamic needs of automotive, aerospace, and advanced manufacturing industries. SCTAC delivers more than \$2 billion in annual revenue to South Carolina.

However, over the years, certain of SCTAC's facilities and related infrastructure have become in poor condition, energy inefficient, costly to operate, and obsolete with respect to advanced manufacturing methods and equipment. In order to continue to retain and attract major tenants, aging facilities at SCTAC need to be renovated and modernized. South Carolina's Legislature and Governor agreed, and in 2023 approved an Appropriation of \$50 million to improve the facilities at SCTAC. The Project is to be funded by a Grant of up to \$50 million from the SC Department of Commerce to SCTAC.

Project funds will be used to construct, improve, maintain and repair hangars, buildings, building components, capital equipment, and other infrastructure, owned by SCTAC and leased to and used by a major aviation tenant at the SCTAC international business park and general aviation airport located in Greenville, SC. Eligible costs include amounts expended for design and engineering, pre-construction services, construction, construction management, insurance, betterments, improvements, replacements, building components, asbestos and other environmental remediation, non-routine repairs and maintenance, fixed assets software, and directly related legal and professional services expenses, incurred commencing on January 1, 2023.

It is anticipated the Project will encompass many sub-projects to be completed over approximately three years. Factors on sub-project priorities, recommendations of Construction Managers At Risk (CMAR), availability of labor and materials, tenant's production schedules, required government permits and other approvals, weather, and other factors.

QUARTERLY UPDATE

12-31-2023: Two CMARs have been selected, Hogan and Harper. Contracts are being finalized. Review of asset software applications is underway.

09-30-2023: the CMAR selection process is underway. \$2,115,055 has been expended.

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Success Measures

Report Date: **Period Ending December 31**

List the success measures that will determine the effectiveness of the use of the state funds to be received. Success measures should be stated in a way that can be measured. At least one success measure is required, but if there are more success measures than lines provided, copy and paste the last line as needed to expand the list. Any Update to these Success Measures should be made on Quarterly Reports.

Measure	Description	Update
1	Individual Sub-Projects are completed on time and on Budget.	No update
2	Create economic development in South Carolina by supporting construction related jobs in Greenville County.	No update
3	Retain and attract major employers to SCTAC.	No update
4		
5		
6		

At least one success measure is required. If additional lines are needed, copy and paste Measure 15.

Goals to be accomplished

Report Date: Period Ending December 31

List the goals to be accomplished with the state funds to be received. Goals should be stated in a way that can be measured. At least one goal is required, but if there are more goals than lines provided, copy and paste the last line as needed to expand the list. Any Update to these Goals should be made on Quarterly Reports.

Goal	Description	Target Date
1	Commence with Improvements, with SCTAC's Chief Operations Officer acting as Project Manager.	1/1/2023 Completed
2	Place Advertisements for Two Construction Managers at Risk.	9/20/2023 Completed
3	Select Two Construction Managers at Risk (CMAR).	Completed 10/30/2023
4	Enter into Initial Agreements with Two Construction Managers at Risk (CMAR). The Contract Term for Each is Expected to be 36 Months.	Completed 01/25/2024
5	Obtain Fixed Asset Software.	Review of 5 Software Programs Underway. Identified Preferred Vendor. Will Implement by 2-28-2024
6	Prioritize Sub-Projects for which CMAR's will Obtain Quotes and Bids from Various Contractors.	1/31/2024
7	Prepare Detailed Sub-Project Budgets.	3/31/2024
8	Commence Certain Prioritized Sub-Projects.	3/31/2024

At least one goal is required. If additional lines are needed, copy and paste additional goals.

Accounting of how the funds will be spent

Report Date: Period Ending December 31

Provide an accounting of how the state funds will be spent*. Total expenditures should equal the total appropriation received. Expenditure descriptions similar to those used in your organization's accounting records should be used to maximize comparability of this budget to your organization's accounting of actual expenditures. All amounts should be entered in whole dollars. Where applicable, group the expenditures by program or initiative. For any category exceeding 10% of the total state contribution, provide additional details or subcategories of expenditures. The Expended column will be updated each quarter and the Remaining Funds will updated automatically.

* Per Section 11-9-110, a contribution must not be made to an organization until it agrees in writing to allow the contribution to audited by the State Auditor.

Preliminary Description	Preliminary Planning Budget	Expended through December 31, 2023	Remaining Funds
Onboarding/Welcome Center	\$ 12,000,000	\$ -	\$ 12,000,000
Ramp Resurfacing	10,000,000		10,000,000
GSO Fire Suppression Monitoring Panel Replacement	15,000		15,000
GSO Operations Center Generator	10,000		10,000
Flight Line Hangars Upgrades	1,500,000		1,500,000
General Facilities Improvements. (Critical Infrastructure, Restroom Renovations, Parking Lot Expansions & Sealing, Building Paint)	900,000		900,000
Hangar Roofing	5,000,000		5,000,000
Compressed Air and Underground Infrastructure	3,000,000		3,000,000
Fire Protection Infrastructure- H4	4,000,000		4,000,000
HVAC Replacements	4,500,000		4,500,000
IT Infrastructure Updates	750,000		750,000
Other TBD	8,325,000		8,325,000
Environmental and Asbestos Remediation		267,331	
Hangar 4 Roofing		444,590	
Hangar 4 Sprinklers, Storage, Office Renovation		97,620	
Hangar 5 Screws		542	
Hangar 9 Roofing		172,057	
Hangar 10 Roofing		147,543	
Hangars 9 and 10 Protective Industrial Aircraft Hanger System Flooring		127,705	
Hangar 13 Coat Hanger and Restroom Epoxy		63,850	
Hangar 14 Epoxy/Urethane Flooring		55,640	
Hangar 16 Louver Covers, Sprinklers, Roof and Ceiling Repairs		37,456	
Building 1054 Roofing		115,559	
Building 1308 Walls, Paint, Exterior Grading, Flooring, HVAC		560,557	
Building 1310 Exterior Grading, Concrete, Roofing		245,625	
Building 244 Shingle Roof, Gutters		15,185	
Wetlands Wailer		13,700	
Direct Grant and Fixed Asset Accounting		6,751	

Direct Grant and Procurement Legal Expenses		44,910	
		2,416,620	(2,416,620)
Grant Total	\$ 50,000,000	\$ 2,416,620	\$ 47,583,380
This is a Preliminary High-Level Planning Budget. SCTAC will prepare formal Budgets by Sub-Project once various jobs are quoted and contracted under the direction of the CMAR, over the life of the Project. The SCDOC will be kept apprised of Budgets and changes thereto on a quarterly basis. Actual expenditures will be reported against the related Sub-Project Budget line items.			
Grand Total	\$ 50,000,000	\$ 2,416,620	\$ 47,583,380

Insert additional lines if needed. Grand total should equal the state funds to be received.

2,416,620.36
\$ -

State of South Carolina

Data Collection Template - State Contributions

Instructions

This Excel workbook is designed to collect the information required by South Carolina Proviso 117.21 uniformly. The information must be emailed to **Patrick Jarvis** as soon as possible but **no later than October 31, 2023**. There are 5 worksheets to be completed:

Narrative - Enter a narrative that describes the project and timeline associated with completion of the project.

Basic Information - Complete each line to provide information about your organization, the organization contact and the appropriation to be received from the State.

Accounting - Provide details of how state funds will be spent in a way which easily relates to how the expenditures will be recorded in the entity's accounting records. Additional information must be provided to categorize expenditures by program or initiative, or to provide additional details for categories that exceed 10% of the total appropriation.

Goals - List the goals to be accomplished with the state funds to be received. Goals should be stated in a way that can be measured.

Success Measures - List the success measures that will determine the effectiveness of the use of the state funds to be received. Success measures should be stated in a way that can be measured.

Please also read the instructions on each worksheet. Additionally, please attach a copy of the following documents to your email response:

- 1) Entity's adopted budget for the current year
- 2) Entity's most recent annual financial statement. Per Proviso 117.21 contributions are not to be expended until financials are submitted to the state agency making the contribution.

These documents should be in Adobe PDF format.

Questions?

If you have questions about this workbook or the information requested, please contact **Patrick Jarvis** by email at pjarvis@scommerce.com .

Report Dates	Due Date
Start of Project	October 31
Period Ending December 31	January 31
Period Ending March 31	April 30
Period Ending June 30	July 1
Period Ending September 30	October 31

Quarterly reports will continue until all appropriated funds have been expended.

Basic Information for Your Organization

Report Date: Period Ending March 31

Your Organization	
Name	South Carolina Technology & Aviation Center
Address (Street or PO Box)	ONE North Main, Suite 201
Address (City, State, Zip)	Greenville, SC 29601
Organization website address	www.SC-TAC.com
Organization type (nonprofit, local government, etc.)	Governmental entity created by the County and City of Greenville, SC

Organization Contact	
Name	Jody Bryson
Position	President and CEO
Telephone	864-420-0220
Email	Jody.Bryson@SC-Tac.com

State Contribution	
Amount	\$50,000,000.00
Purpose	Improvements to SCTAC's assets leased to and/or used by Lockheed Martin at SCTAC in Greenville, SC
State Agency Providing Contribution	SC Department of Commerce

REPORT DATE:

Period Ending March 31

Select the Report Date above. Please describe the project in the space below. It should include description of the project and timetable for completion of the project. If the Grantee has an existing document that provides this information, then it can serve the same purpose. Quarterly updates should be completed in space provided below.

NARRATIVE OF THE PROJECT

South Carolina Technology & Aviation (SCTAC), jointly owned by the City and County of Greenville, South Carolina, was founded almost 60 years ago as an industrial park and general aviation airport. For decades, companies located at SCTAC have included major employers in Greenville County and the State of South Carolina, such as Michelin, 3-M, Lockheed Martin and Solvay. Today, SCTAC is an international business park and South Carolina's largest general aviation airport. It is the only business park dedicated to serving the dynamic needs of automotive, aerospace, and advanced manufacturing industries. SCTAC delivers more than \$2 billion in annual revenue to South Carolina.

However, over the years, certain of SCTAC's facilities and related infrastructure have become in poor condition, energy inefficient, costly to operate, and obsolete with respect to advanced manufacturing methods and equipment. In order to continue to retain and attract major tenants, aging facilities at SCTAC need to be renovated and modernized. The South Carolina's Legislature and Governor agreed, and in 2023 approved an Appropriation of \$50 million to improve the facilities at SCTAC. The Project is to be funded by a Grant of up to \$50 million from the SC Department of Commerce to SCTAC.

Project funds will be used to construct, improve, maintain and repair hangars, buildings, building components, capital equipment, and other infrastructure, owned by SCTAC and leased to and used by a major aviation tenant at the SCTAC international business park and general aviation airport located in Greenville, SC. Eligible costs include amounts expended for design and engineering, pre-construction services, construction, construction management, insurance, betterments, improvements, replacements, building components, asbestos and other environmental remediation, non-routine repairs and maintenance, fixed assets software, and directly related legal and professional services expenses, incurred commencing on January 1, 2023.

It is anticipated the Project will encompass many sub-projects to be completed over approximately three years. Key factors on sub-project priorities, recommendations of Construction Managers At Risk (CMAR), availability of labor and materials, tenant's production schedules, required government permits and other approvals, weather, and other factors.

QUARTERLY UPDATE

03-31-2024: Contracts have been executed with two CMARs, Hogan and Harper. No dollar amounts are at this stage. LM has prioritized 10-12 projects for which SCTAC is preparing Work Authorizations, after the CMARs will begin obtaining quotes, with the objective of issuing a Guaranteed Maximum Price Contract for each project. One of these projects is the design work for a Welcome Center, which project will be the most significant. SCTAC or LM managed other projects outside the CMAR process as outlined on the Accounting work

12-31-2023: Two CMARs have been selected, Hogan and Harper. Contracts are being finalized. Review of asset software applications is underway.

09-30-2023: the CMAR selection process is underway. \$2,115,055 has been expended.

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Success Measures

Report Date: **Period Ending March 31**

List the success measures that will determine the effectiveness of the use of the state funds to be received. Success measures should be stated in a way that can be measured. At least one success measure is required, but if there are more success measures than lines provided, copy and paste the last line as needed to expand the list. Any Update to these Success Measures should be made on Quarterly Reports.

Measure	Description	Update
1	Individual Sub-Projects are completed on time and on Budget.	No update
2	Create economic development in South Carolina by supporting construction related jobs in Greenville County.	No update
3	Retain and attract major employers to SCTAC.	No update
4		
5		
6		

At least one success measure is required. If additional lines are needed, copy and paste Measure 15.

Goals to be accomplished

Report Date: Period Ending March 31

List the goals to be accomplished with the state funds to be received. Goals should be stated in a way that can be measured. At least one goal is required, but if there are more goals than lines provided, copy and paste the last line as needed to expand the list. Any Update to these Goals should be made on Quarterly Reports.

Goal	Description	Target Date
1	Commence with Improvements, with SCTAC's Chief Operations Officer acting as Project Manager.	1/1/2023 Completed
2	Place Advertisements for Two Construction Managers at Risk.	9/20/2023 Completed
3	Select Two Construction Managers at Risk (CMAR).	Completed 10/30/2023
4	Enter into Initial Agreements with Two Construction Managers at Risk (CMAR). The Contract Term for Each is Expected to be 36 Months.	Completed 01/25/2024
5	Obtain Fixed Asset Software.	Completed February 2024
6	Prioritize Sub-Projects for which CMAR's will Obtain Quotes and Bids from Various Contractors.	Underway at 03-31-2024
7	Prepare Detailed Sub-Project Budgets.	Quarter ending 6/30/2024
8	Commence Certain Prioritized Sub-Projects.	6/30/2024 for CMAR Projects. Other projects managed by SCTAC or LM have commenced or are completed, as outlined on the Accounting worksheet.

At least one goal is required. If additional lines are needed, copy and paste additional goals.

Accounting of how the funds will be spent

Report Date: Period Ending March 31

Provide an accounting of how the state funds will be spent*. Total expenditures should equal the total appropriation received. Expenditure descriptions similar to those used in your organization's accounting records should be used to maximize comparability of this budget to your organization's accounting of actual expenditures. All amounts should be entered in whole dollars. Where applicable, group the expenditures by program or initiative. For any category exceeding 10% of the total state contribution, provide additional details or subcategories of expenditures. The Expended column will be updated each quarter and the Remaining Funds will updated automatically.

* Per Section 11-9-110, a contribution must not be made to an organization until it agrees in writing to allow the contribution to audited by the State Auditor.

Preliminary Description	Preliminary Planning Budget	Expended through March 31, 2024	Remaining Funds
Onboarding/Welcome Center	\$ 12,000,000	\$ -	\$ 12,000,000
Ramp Resurfacing	10,000,000		10,000,000
GSO Fire Suppression Monitoring Panel Replacement	15,000		15,000
GSO Operations Center Generator	10,000		10,000
Flight Line Hangars Upgrades	1,500,000		1,500,000
General Facilities Improvements. (Critical Infrastructure, Restroom Renovations, Parking Lot Expansions & Sealing, Building Paint)	900,000		900,000
Hangar Roofing	5,000,000		5,000,000
Compressed Air and Underground Infrastructure	3,000,000		3,000,000
Fire Protection Infrastructure- H4	4,000,000		4,000,000
HVAC Replacements	4,500,000		4,500,000
IT Infrastructure Updates	750,000		750,000
Other TBD	8,325,000		8,325,000
Projects Outside CMAR Agreement:			
Environmental and Asbestos Remediation		325,654	
Bldg 244 Shingle Roof, Gutters, Lawyer's Office & Meszzanine Renovation, Cabinets, Cork Board Removal, Concrete Pads and Striping		179,243	
Bldg 1045 Flooring, Painting, Renovations		43,087	
Bldg 1054 Roof		115,559	
Bldg 1308 Walls, Paint, Exterior Grading, Flooring, HVAC		674,261	
Bldg 1309 Women's Restroom Renovation		3,672	
Bldg 1310 Exterior Grading, Concrete, Roofing		245,625	
Hangar 4 Roof, Sprinklers, Storage, Office Renovation, HVAC		611,777	
Hanger 5 HVAC, Screws		19,610	
Hangar 9 Flooring, Roof		235,092	
Hangar 10 Flooring, Roof		212,213	
Hangar 11 Painting, Walls, Renovation		30,520	
Hangar 13 Coat Hanger and Restroom Epoxy, Gutter		64,962	
Hangar 14 Flooring		55,640	

Hangar 15 Gutter		1,112	
Hangar 16 Louver Covers, Sprinklers, Roof and Ceiling Repairs		37,456	
Electrical Updates		719,303	
Flightline Concrete Repairs		102,464	
Wetlands Wailer Equipment		13,700	
		3,690,950	(3,690,950)
Grant Total	\$ 50,000,000	\$ 3,690,950	\$ 46,309,050
This is a Preliminary High-Level Planning Budget. SCTAC will prepare formal Budgets by Sub-Project once various jobs are quoted and contracted under the direction of the CMAR, over the life of the Project. The SCDOC will be kept apprised of Budgets and changes thereto on a quarterly basis. Actual expenditures will be reported against the related Sub-Project Budget line items.			
Grand Total	\$ 50,000,000	\$ 3,690,950	\$ 46,309,050

Insert additional lines if needed. Grand total should equal the state funds to be received.

2,416,620.36
\$ 1,274,330.07

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated December 21, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Seneca (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to revitalize downtown Seneca.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$12 million to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once design, demolition, and/or construction are about to commence.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 24 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

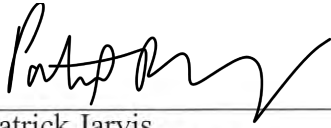
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

12/27/2023

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

12/21/2023

Date

T. SCOTT MOULSON, CITY ADMINISTRATION



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$12,000,000.00	P320 - Department of Commerce	City of Seneca downtown revitalization

Organization Information

Entity Name	Seneca Improvements Corporation/City of Seneca
Address	221 E. N. 1st Street / P.O. Box 4773
City/State/Zip	Seneca, SC 29678 (physical) / 29679 (P.O. Box)
Website	www.seneca.sc.us
Tax ID#	7000052522
Entity Type	Municipality

Organization Contact Information

Contact Name	Josh Riches
Position/Title	Finance Director
Telephone	(864) 885-2700
Email	jriches@seneca.sc.us

Plan/Accounting of how these funds will be spent:

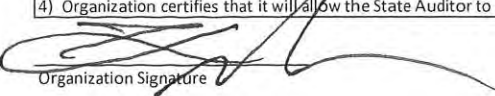
Description	Budget	Explanation
Building Construction	\$3,750,000.00	building renovation and new construction costs, incl. add'l lobby space
General Conditions	\$2,073,533.06	construction contingency, GC OH & profit, design & escalation contingency
Equipment	\$2,463,334.00	FFE, signage, security equipment, theatrical FFE (speakers, audio, video, etc.)
Professional Fees	\$1,777,077.58	design fees, survey, engineering, site assessment, testing, etc.
Repaving	\$1,000,000.00	Repaving downtown roads owned by the City
Streetscape	\$936,055.36	Streetscaping downtown
Grand Total	\$12,000,000.00	

Please explain how these funds will be used to provide a public benefit:

The City of Seneca will utilize the \$12 million grant provided by the State of South Carolina to complete the construction of the Performing Arts Center and will utilize the remainder of the grant funds for repaving and streetscape projects on E. North 1st Street, which traverses the center of downtown Seneca. This project will increase tourism, which will lead to increased hospitality and accommodations tax revenue. It will increase economic development, leading to increased business development in the downtown commercial district, as well as increased support for existing small businesses. All of this will lead to increased business license revenue. This project will increase community and cultural amenities through partnerships with the local school district arts programs. The center will generate opportunities for dance and music competitions for local youth currently traveling to other areas. Studies show increased amenities highlighting the arts increases the quality of life that encourages additional residential development in urban settings.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


 Organization Signature

 City Administrator
 Title

Scott Moulder
 Printed Name

12/28/2023
 Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

 Agency Head Signature

 Date

 Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$12,000,000.00	P320 - Department of Commerce	City of Seneca downtown revitalization

Organization Information

Entity Name	Seneca Improvements Corporation/City of Seneca
Address	221 E. N. 1st Street/P.O. Box 4773
City/State/Zip	Seneca, SC 29678 (physical) / 29679 (P.O. Box)
Website	www.seneca.sc.us
Tax ID#	57-6001105
Entity Type	Municipality

Organization Contact Information

Name	Josh Riches
Position/Title	Assistant City Administrator
Telephone	(864) 885-2700
Email	jriches@seneca.sc.us

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
Building Construction	\$3,750,000.00					\$0.00	\$3,750,000.00
General Conditions	\$2,073,533.06					\$0.00	\$2,073,533.06
Equipment	\$2,463,334.00					\$0.00	\$2,463,334.00
Professional Fees	\$1,777,077.58		\$89,360.80	\$28,493.61		\$117,854.41	\$1,659,223.17
Repaving	\$1,000,000.00					\$0.00	\$1,000,000.00
Streetscape	\$936,055.36					\$0.00	\$936,055.36
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	#####	\$0.00	\$89,360.80	\$28,493.61	\$0.00	\$117,854.41	#####

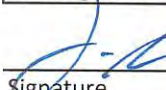
12,000,000.00

11,882,145.59

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature


 Printed Name
 JOSH RICHES

Assistant City Administrator
 Title
 3/27/24

 Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$750,000.00	P320 - Department of Commerce	SCIC Industrial Park

Organization Information

Entity Name	Southern Carolina Regional Development Alliance
Address	1750 Jackson Street, STE 100
City/State/Zip	Barnwell, SC 29812
Website	https://southerncarolina.org
Tax ID#	57-1006531
Entity Type	Nonprofit Organization

Organization Contact Information

Contact Name	Candace Altman
Position/Title	Office Manager
Telephone	803-903-1155
Email	caltman@southerncarolina.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
SCIC Industrial Park Rail, Road and Utility Improvements	\$750,000.00	Exising Industrial Park Infastructe Improvements
Grand Total	\$750,000.00	

Please explain how these funds will be used to provide a public benefit:

The SouthernCarolina Industrial Campus is Hampton County's primary industrial recruitment park. The park is rail served, yet does not have any signals at the existing at-grade rail crossing. Currently the at-grade rail crossing only has a yield sign for vehicle and trucks. The upgrades to the rail crossing will provide an improved crossing with a significantly higher level of safety for the public. The rail crossing upgrade provides increased competitiveness when competing for economic development projects which currently view the rail crossing as a negative for the park. In addition road and associated utility improvement in the park greatly increase the overall competitiveness of the park as it competes on the global stage in rural of South Carolina to attact jobs and capital investment to improve the lives of citizens in the region.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


Organization Signature

President & CEO
Title

Danny Black
Printed Name

11/16/23
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated November 16, 2023, is between the South Carolina Department of Commerce (SCDOC) and the Southern Carolina Regional Development Alliance (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to upgrade the rail crossing along with road and associated utility improvements at the Southern Carolina Industrial Campus.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$750,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. All funds will be forward to the Grantee once design is initiated of the project.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 30 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

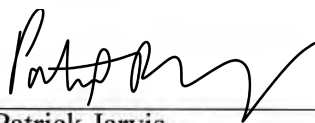
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



 Patrick Jarvis
 Chief Financial Officer
 South Carolina Department of Commerce

11/16/2023

 Date

ACCEPTANCE FOR THE GRANTEE



Danny Black
President & CEO



Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$750,000.00	P320 - Department of Commerce	SCIC Industrial Park

Organization Information

Entity Name	SouthernCarolina Regional Development Alliance
Address	1750 Jackson Street, STE 100
City/State/Zip	Barnwell, SC 29812
Website	https://southerncarolina.org
Tax ID#	57-1006531
Entity Type	Nonprofit Organization

Organization Contact Information

Name	Candace Altman
Position/Title	Office Manager
Telephone	803-903-1155
Email	caltman@southerncarolina.org

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
CSX Transportation, Inc. Signal upgrade SCIC Park	\$750,000.00		\$29,600.00	\$0.00		\$29,600.00	\$720,400.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	\$750,000.00	\$0.00	\$29,600.00	\$0.00	\$0.00	\$29,600.00	\$720,400.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.


 Signature
 Candace Altman
 Printed Name

Office Manager
 Title
 4/30/2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$750,000.00	P320 - Department of Commerce	SCIC Industrial Park

Organization Information

Entity Name	SouthernCarolina Regional Development Alliance
Address	1750 Jackson Street, STE 100
City/State/Zip	Barnwell, SC 29812
Website	https://southerncarolina.org
Tax ID#	57-1006531
Entity Type	Nonprofit Organization

Organization Contact Information

Name	Candace Altman
Position/Title	Office Manager
Telephone	803-903-1155
Email	caltman@southerncarolina.org

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
CSX Transportation, Inc. Signal upgrade SCIC Park	\$750,000.00				\$29,600.00	\$29,600.00	\$720,400.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
						\$0.00	\$0.00	
Grand Total	\$750,000.00	\$0.00	\$0.00	\$0.00	\$29,600.00	\$29,600.00	\$720,400.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Candace Altman
 Signature
Candace Altman
 Printed Name

Office Manager _____
 Title
 3/22/2024
 Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$5,000,000.00	P320 - Department of Commerce	Economic Development of the Spartanburg Downtown Memorial Airport

Organization Information

Entity Name	Spartanburg Downtown Memorial Airport
Address	500 Ammons Road
City/State/Zip	Spartanburg, SC 29306
Website	www.spartanburgdowntownairport.com
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Contact Name	Terry Connorton
Position/Title	Airport Director
Telephone	864-580-5004
Email	tconnorton@cityofspartanburg.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Taxi lane Widening and Safety Rehabilitation (Design & Bid)	\$289,000.00	Taxi lane Widening and Safety Rehabilitation (Design & Bid)
Apron Safety Rehabilitation (AO1SP-40 & 50) (Construction)	\$600,000.00	Apron Safety Rehabilitation (Construction)
Taxi lane Widening (Expansion Construction)	\$2,200,000.00	New additional taxi-widening
Taxi lane Widening (Rehab Portion Construction)	\$861,000.00	Rehabilitation existing taxi-widening
Hangar for economic development (Design/Bid & Construction)	\$800,000.00	New economic development hangar
New Airport public ground support equipment	\$100,000.00	Equipment to move larger aircraft. Replace old and broken equipment
Public Hangar repair and rehabilitation	\$100,000.00	Community Hangar repair (Design/Bid & Construction)
Public Fuel Farm Safety Improvements	\$50,000.00	Erecting steel safety barriers and ladders for fuel farm
Grand Total	\$5,000,000.00	

Please explain how these funds will be used to provide a public benefit:

Over the last year, the City of Spartanburg has been working on a project to develop airport property for public hangar development: We have added a new sewer and fire hydrant line to the Airport property from an adjacent road. This new infrastructure has enabled this property to be developed into six large aircraft hangar locations.

This grant funds request will allow the airport to construct and rehabilitate a taxi-way to allow larger and heavier aircraft into this newly developed area.

This developed area will allow aircraft companies to move in and occupy this area and create local jobs as part of our economic development initiative.

The City of Spartanburg will also construct a new hangar economic development and aircraft storage.

In addition, funds will be allocated towards repairing our public community hangar to allow the local aircraft owners to store their aircraft, as we have a 5-7-year waiting list for public hangar space.

Due to larger aircraft and increased movement of such aircraft. Funds will also be used on badly needed airport equipment to service and reposition these aircraft.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

A. Lennanen
Organization Signature

Airport Director
Title

T. Connorton
Printed Name

10/3/23
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 3, 2023 is between the South Carolina Department of Commerce (SCDOC) and the City of Spartanburg (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to develop the Spartanburg Memorial Airport for economic development with infrastructure and aircraft hangars

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$5,000,000.00 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once construction is about to commence.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 24 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

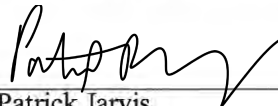
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

10/3/2023

Date

ACCEPTANCE FOR THE GRANTEE

A. Lennorton

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

10/3/23

Date

T. Connorton



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$5,000,000.00	P320 - Department of Commerce	Economic Development of the Spartanburg Downtown Memorial Airport

Organization Information

Entity Name	Spartanburg Downtown Memorial Airport
Address	500 Ammons Road
City/State/Zip	Spartanburg, SC 29306
Website	www.spartanburgdowntownairport.com
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Terry Connorton
Position/Title	Airport Director
Telephone	864-580-5004
Email	tconnorton@cityofspartanburg.org

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Taxi lane Widening and Safety Rehabilitation (Design & Bid)	\$289,000.00					\$0.00	\$289,000.00	
Apron Safety Rehabilitation (A01SP-40 & 50) (Construction)	\$600,000.00					\$0.00	\$600,000.00	
Taxi lane Widening (Expansion Construction)	\$2,200,000.00					\$0.00	\$2,200,000.00	
Taxi lane Widening (Rehab Portion Construction)	\$861,000.00					\$0.00	\$861,000.00	
Hangar for economic development (Design/Bid & Construction)	\$800,000.00					\$0.00	\$800,000.00	
New Airport public ground support equipment	\$100,000.00		\$13,000.00			\$13,000.00	\$87,000.00	
Public Hangar repair and rehabilitation	\$100,000.00					\$0.00	\$100,000.00	
Public Fuel Farm Safety Improvements	\$50,000.00					\$0.00	\$50,000.00	
						\$0.00	\$0.00	
Grand Total	\$5,000,000.00	\$0.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	\$4,987,000.00	

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Projects are in design stage and when ready will go through an RFP process for the successful bidder.

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

T. Connorton

Signature

T. CONNORTON

Printed Name

Airport Director

Title

2/5/2024

Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$5,000,000.00	P320 - Department of Commerce	Economic Development of the Spartanburg Downtown Memorial Airport

Organization Information

Entity Name	Spartanburg Downtown Memorial Airport
Address	500 Ammons Road
City/State/Zip	Spartanburg Downtown Memorial Airport
Website	www.spartanburgdowntownairport.com
Tax ID#	57-6000245
Entity Type	Municipality

Organization Contact Information

Name	Terry Connorton
Position/Title	Airport Director
Telephone	864-580-5004
Email	tconnorton@cityofspartanburg.org

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Add additional detail for subgrantees and affiliated companies)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Taxi lane Widening and Safety Rehabilitation (Design & Bid)	\$289,000.00			\$68,703.91		\$68,703.91	\$220,296.09
Apron Safety Rehabilitation (A01SP-40 & 50) (Construction)	\$600,000.00					\$0.00	\$600,000.00
Taxi lane Widening (Expansion Construction)	\$2,200,000.00					\$0.00	\$2,200,000.00
Taxi lane Widening (Rehab Portion Construction)	\$861,000.00					\$0.00	\$861,000.00
Hangar for economic development (Design/Bid & Construction)	\$800,000.00					\$0.00	\$800,000.00
New Airport public ground support equipment	\$100,000.00		\$13,000.00			\$13,000.00	\$87,000.00
Public Hangar repair and rehabilitation	\$100,000.00					\$0.00	\$100,000.00
Public Fuel Farm Safety Improvements	\$50,000.00					\$0.00	\$50,000.00
						\$0.00	\$0.00
Grand Total	\$5,000,000.00	\$0.00	\$13,000.00	\$68,703.91	\$0.00	\$81,703.91	\$4,918,296.09

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Projects are now in engineering phase, other are in RFP process

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

A. Connorton
Signature
T. CONNORTON
Printed Name

Airport Director
Title
5/1/2024
Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated 10/11/2023 is between the South Carolina Department of Commerce (SCDOC) and the Town of Timmons ville (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to Timmons ville Revitalization Property purchasing of land/property for positive economic development for homes or businesses.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$500,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once construction is about to commence
OR INCLUDED PAYMENT SCHEDULE

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns

that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within TIME months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this

Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below: **UPDATE AS NEEDED**

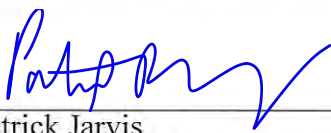
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

10/11/2023

Date

ACCEPTANCE FOR THE GRANTEE

A handwritten signature in black ink, consisting of a stylized first name and a last name, written over a horizontal line.

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

10/11/2023
Date

Town Administrator



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$500,000.00	A050 - House of Representatives	Purchasing of land/property, clearing/grading of property for economic development

Organization Information

Entity Name	Town of Timmonsville
Address	115 West Main Street, PO Box 447
City/State/Zip	Timmonsville, SC 29161
Website	timmonsvillesc.org
Tax ID#	57-6001111
Entity Type	Municipality

Organization Contact Information

Contact Name	Thomas J. McFadden Sr
Position/Title	Town Administrator
Telephone	(843)319-7115
Email	thomasm@timmonsville.org

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Purchasing land/property	\$300,000.00	Development for homes and businesses
Property Taxes	\$9,000.00	pay taxes on land/property purchased
Water/Sewer	\$40,000.00	connect homes, businesses and property to water/sewer
Clearing/Grading of Property	\$120,000.00	clearing and cleaning of land/property purchased
Closing Cost (Legal, Transfer, etc.)	\$31,000.00	pay any legal and closing fees etc after or during purchase
Grand Total	\$500,000.00	

Please explain how these funds will be used to provide a public benefit:

Vendor # 7000107171

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.



Organization Signature

Town Administrator

Title

Thomas J. McFadden

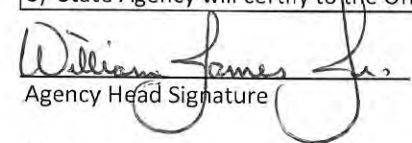
Printed Name

10/11/2023

Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.



Agency Head Signature

10/11/2023

Date

William James Jr

Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2022 and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2023.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$500,000.00	P320 - Department of Commerce	ECONOMIC DEVELOPMENT OF TOWN OF TIMMONSVILLE

Organization Information

Entity Name	TOWN OF TIMMONSVILLE
Address	PO BOX 447
City/State/Zip	TIMMONSVILLE SC 29161
Website	TIMMONSVILLE.ORG
Tax ID#	57-6001111
Entity Type	Municipality

Organization Contact Information

Name	WANDA CHARPING
Position/Title	ACCOUNTANT
Telephone	803 315 6544
Email	WANDACHARPING@GMAIL.COM

Reporting Period

Reporting Period	Quarter 2: October 1, 2022 - December 30, 2022
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Accounting of how the funds have been spent:

Description	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
PURCHASE OF LAND	\$300,000.00		\$0.00			\$0.00	\$300,000.00
PROPERTY TAXES	\$9,000.00		\$0.00			\$0.00	\$9,000.00
WATER/SEWER IMPROVEMENTS	\$40,000.00		\$0.00			\$0.00	\$40,000.00
CLEARING/GRADING	\$120,000.00		\$0.00			\$0.00	\$120,000.00
CLOSING COSTS FOR PURCHASE OF PROPERTY	\$31,000.00		\$0.00			\$0.00	\$31,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature

WANDA CHARPING

Printed Name

ACCOUNTANT

Title

1/15/2024

Date

**State of South Carolina Contribution Expenditure Report**

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2022 and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2023.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$300,000	X220 - Aid to Subdivisions - Treasurer	land, building and facilities improvements

Organization Information

Entity Name	Town of Timmonsville
Address	PO Box 447
City/State/Zip	Timmonsville, SC 29161
Website	timmonsvillesc.org
Tax ID#	57-600111
Entity Type	Municipality

Organization Contact Information

Name	Wanda Charping
Position/Title	Accountant
Telephone	(803)315-6544
Email	wandacharping@gmail.com
Secondary Organization Contact Information	
Name	Thomas McFadden
Position/Title	Administrator
Telephone	843 319-7115
Email	thomasm@timmonsville.org

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description	Budget	Expenditures						Balance
		FY23 Total	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
PURCHASE OF LAND	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,249.05	\$38,249.05	\$261,750.95
PROPERTY TAXES	\$9,000.00	\$0.00	\$0.00	\$0.00			\$0.00	\$9,000.00
WATER/SEWER IMPROVEMENTS	\$40,000.00	\$0.00	\$0.00	\$0.00			\$0.00	\$40,000.00
CLEARING/GRADING	\$120,000.00	\$0.00	\$0.00	\$0.00			\$0.00	\$120,000.00
CLOSING COSTS FOR PURCHASE OF PROPERTY	\$31,000.00	\$0.00		\$0.00			\$0.00	\$31,000.00
		\$0.00		\$0.00			\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
Grand Total	\$500,000.00	\$0.00	\$0.00	\$0.00	\$38,249.05	\$0.00	\$38,249.05	\$461,750.95

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature
wanda charping
Printed Name

accountant
Title
4/15/2024
Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$25,000,000.00	P320 - Department of Commerce	Downtown Economic Development

Organization Information

Entity Name	Town of Fort Mill
Address	200 Tom Hall Street - PO Box 159
City/State/Zip	Fort Mill, SC 29716
Website	www.fortmillsc.gov
Tax ID#	57-6001033
Entity Type	Municipality

Organization Contact Information

Contact Name	Eric Davis
Position/Title	Assistant Town Manager / Chief Financial Officer
Telephone	803-396-0117
Email	ecdavis@fortmillsc.gov

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Professional Services	\$500,000.00	This would include surveying, legal, and achitectural services
Engineering & Design	\$1,250,000.00	Design of the multi building complex
Site preparation	\$1,500,000.00	Land clearing, grading, and erosion control
Utilities	\$1,500,000.00	On site water, sewer, stormwater, and internet extensions
Site Construction	\$19,500,000.00	Construction of operations, warehousing, maintenance, and storage facilities on this site.
Contingency	\$750,000.00	Cover for unforeseen costs
Grand Total	\$25,000,000.00	

Please explain how these funds will be used to provide a public benefit:

These funds will be used to construct a new Public Works operations center for the Town of Fort Mill, South Carolina. This facility will be the operational home for Fort Mill's public service departments including, but not limited to; streets and sanitation, buildings and grounds maintenance, water and sewer distribution and collection, and stormwater management. Currently, these departments operate in buildings and facilities that are too small, antiquated, and are functionally obsolete. One building of note that currently houses our public works operations, is a former National Guard Armory, and is on the National Historic Registry. It is the hope, and desire, by the Town of Fort Mill, that this existing facility will be renovated and repurposed once the public works department has moved into its new operations center.

This new facility will allow for organizational growth, and will enable the Town to provide more effective and efficient public services to our residences for many years to come.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.



 Organization Signature

Interim Town Manager

 Title

Chris Pettit

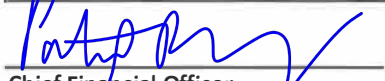
 Printed Name

10/24/2023

 Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.



 Chief Financial Officer

10/25/2023

 Date

Patrick Jarvis

 Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$25,000,000.00	P320 - Department of Commerce	Downtown Economic Development

Organization Information

Entity Name	Town of Fort Mill
Address	200 Tom Hall Street - PO Box 159
City/State/Zip	Fort Mill, SC 29716
Website	www.fortmillsc.gov
Tax ID#	57-6001033
Entity Type	Municipality

Organization Contact Information

Name	Eric Davis
Position/Title	Assistant Town Manager / Chief Financial Officer
Telephone	803-396-0117
Email	ecdavis@fortmillsc.gov

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Professional Services	\$500,000.00		\$24,633.00			\$24,633.00	\$0.00
Engineering & Design	\$1,250,000.00		\$0.00			\$0.00	\$475,367.00
Site Preparation	\$1,500,000.00		\$0.00			\$0.00	\$1,250,000.00
Utilities	\$1,500,000.00		\$0.00			\$0.00	\$1,500,000.00
Site Construction	#####		\$0.00			\$0.00	\$1,500,000.00
Contingency	\$750,000.00		\$0.00			\$0.00	#####
Grand Total	#####	\$0.00	\$24,633.00	\$0.00	\$0.00	\$24,633.00	#####

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year):

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature 

Assistant Town Manager
Title

12/29/2023
Date

Eric Davis
Printed Name



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$25,000,000.00	IP320 - Department of Commerce	Downtown Economic Development

Organization Information

Entity Name	Town of Fort Mill
Address	200 Tom Hall Street - PO Box 159
City/State/Zip	Fort Mill, SC 29716
Website	www.fortmillsc.gov
Tax ID#	57-6001033
Entity Type	Municipality

Organization Contact Information

Name	Eric Davis
Position/Title	Assistant Town Manager / Chief Financial Officer
Telephone	803-396-0117
Email	ecdavis@fortmillsc.gov

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
------------------	--

Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Professional Services	\$500,000.00		\$24,633.00	\$21,657.00		\$0.00	\$0.00
Engineering & Design	\$1,250,000.00		\$0.00	\$0.00		\$0.00	\$46,290.00
Site Preparation	\$1,500,000.00		\$0.00	\$0.00		\$0.00	\$0.00
Utilities	\$1,500,000.00		\$0.00	\$0.00		\$0.00	\$1,250,000.00
Site Construction	#####		\$0.00	\$0.00		\$0.00	\$1,500,000.00
Contingency	\$750,000.00		\$0.00	\$0.00		\$0.00	#####
Grand Total	#####	\$0.00	\$24,633.00	\$21,657.00	\$0.00	\$0.00	\$46,290.00
							#####

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature 

Eric Davis
Printed Name

Assistant Town Manager

Title
3/21/2024
Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$0.00	P280 - Department of Parks, Recreation, and Tourism	Lexington County Conference Center
\$10,000,000.00	P320 - Department of Commerce	Lexington County Conference Center

Organization Information

Entity Name	Town of Lexington
Address	111 Maiden Lane, PO Box 397
City/State/Zip	Lexington, SC 29071
Website	www.lexsc.com
Tax ID#	57-6001298
Entity Type	Municipality

Organization Contact Information

Contact Name	Rachelle Moody
Position/Title	Town Administrator
Telephone	803-951-1665
Email	rmood@lexsc.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Professional Services -- Engineering & Design	\$2,000,000.00	
Site Work	\$8,000,000.00	
Grand Total	\$10,000,000.00	

Please explain how these funds will be used to provide a public benefit:

This project will meet the public need in Lexington of a conference center. This will redevelop property that will provide public access to Lake Murray. General Accommodations Tax Revenue will be generated from additional stays in Town.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.


Organization Signature

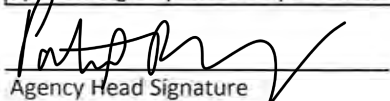
Town Administrator
Title

Rachelle Moody
Printed Name

12/27/2023
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.


Agency Head Signature

02/05/2024
Date

Printed Name
Patrick Jarvis



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$10,000,000.00	P320 - Department of Commerce	Lexington County Conference Center

Organization Information

Entity Name	Town of Lexington
Address	111 Maiden Lane, PO Box 397
City/State/Zip	Lexington, SC 29071
Website	www.lexsc.gov
Tax ID#	57-6001298
Entity Type	Municipality

Organization Contact Information

Name	Rachelle Gleaton
Position/Title	Town Administrator
Telephone	803-951-1665
Email	rgleaton@lexsc.gov

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description (Attach additional detail for subgrantees and affiliated nonprofits)	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Professional Services - Engineering & Design	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00
Site Work	\$8,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000,000.00
Grand Total	#####	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#####

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Signature

Rachelle Gleaton

Printed Name

Town Administrator

Title

6/7/2024

Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated 10/6/2023 is between the South Carolina Department of Commerce (SCDOC) and Umoja Village (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to create positive outcomes in the lives of citizens to enrich Aiken and surrounding communities through the reduction of violent crime in our towns; provide an increased emphasis and support toward clients' educational goals and youth development; leadership development skills; connect and provide resources to those interested in starting or maintaining small businesses; connect the unemployed or underemployed with employment opportunities along with establishing employment and training programs as adult second chance opportunities; support of the Umoja Village Resource Center and its overall mission; and support and establish our clients' life action plans to become more independent and less reliant on governmental assistance as a lifestyle.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$250,000.00 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once the grant agreement is fully executed.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part

of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 12-24 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to

conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below: **UPDATE AS NEEDED**

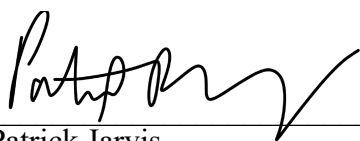
Quarter	Quarterly Report Due By:
Start – December	January 31, 2024
January - March	April 30, 2024
April – June	June 30, 2024 (note date)
July – September	October 31, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

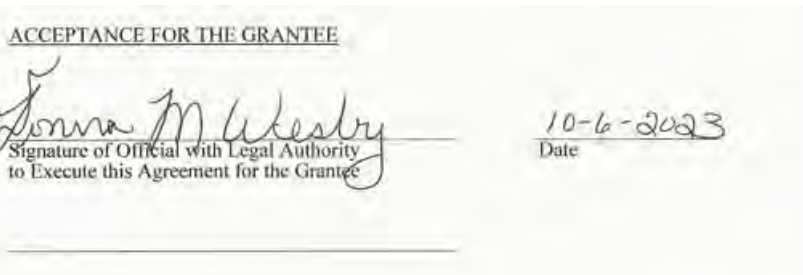


Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

10/6/2023

Date

ACCEPTANCE FOR THE GRANTEE



Signature of Off
to Execute this /

10-6-2023
Date



State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

Amount	State Agency Providing the Contribution	Purpose
\$250,000.00		

Organization Information	
Entity Name	Umoja Village
Address	P. O. Box 6645
City/State/Zip	Aiken, SC 29804
Website	www.umojavillage.com
Tax ID#	85-4066068
Entity Type	Nonprofit Organization

Organization Contact Information	
Contact Name	Donna Moore Wesby
Position/Title	CEO/Cofounder
Telephone	803-507-6793 (mobile); 803-226-0150 (Resource Center)
Email	umojavillage333@gmail.com

Plan/Accounting of how these funds will be spent:		
Description	Budget	Explanation
Umoja Village Resource Center support	\$80,000.00	Facility lease; utilities; staff
Umoja Village Rebuilding The Foundation Crime Prevention Plan Initiatives	\$75,000.00	Support youth mentorship initiatives and adult second chance job creation; community engagement towards crime prevention/reduction
Initiatives to combat homelessness in support of Umoja Village clients	\$50,000.00	In support of Umoja Village clients who are homeless and the need for another emergency/crisis shelter in our county
Umoja Village's Project Bounce Back	\$45,000.00	Establishes individual comprehensive life action plans to transition Umoja Village clients from dependence to independence (includes job training; leadership training; entrepreneurship training and support; transportation services, educational enrollment assistance, etc.)
Grand Total	\$250,000.00	

Please explain how these funds will be used to provide a public benefit:

Umoja Village is a resource management and advocacy organization established to connect the underserved and underrepresented communities with available resources (and to bridge any gaps) in order to create positive outcomes in the lives of citizens to enrich Aiken and surrounding communities through: the reduction of violent crime in our towns; an increased emphasis and support toward clients' educational goals and youth development; leadership development; connecting individuals interested in starting or maintaining small businesses to training/funding; connecting the unemployed and underemployed with employment opportunities; establishment of plans for clients to become more independent and less reliant on governmental assistance as a lifestyle. All of the above provided by Umoja Village impacts economic development by establishing safe communities where citizens can be educated and empowered to live productive lives (law-abiding and tax-paying), and they can contribute to the overall betterment of our town where our communities are attractive for new business/industry and those interested in relocating to this area. Because of its unique mission of holding itself accountable for change in addition to elected officials and community leaders by not re-creating the wheel of services, Umoja Village helps area organizations, businesses, churches, agencies, etc., to be more effective and efficient by serving as a hub to direct its clients to the proper resources and by helping to facilitate collaborations and partnerships with an emphasis on inclusivity and equity. Umoja Village operates the Umoja Village Resource Center, which is located in Aiken, South Carolina.

Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

Donna M. Wesley
Organization Signature

CEO / CFO Under
Title

Donna M. Wesley
Printed Name

10-6-2023
Date

Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2024.
- 5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.
- 6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

Agency Head Signature

Date

Printed Name

Umoja Village

EIN: 85-4066068 | Aiken, South Carolina, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

^ Tax Year 2022 Form 990-N (e-Postcard)

Tax Period:
2022 (01/01/2022-12/31/2022)

EIN:
85-4066068

Organization Name (Doing Business as):
UMOJA VILLAGE

Mailing Address:
PO Box 6645
Aiken, SC 29804
United States

Principal Officer's Name and Address:
Donna Moore Wesby
112 Indian Creek Trail
Aiken, SC 29803
United States

Gross receipts not greater than:
\$50,000

Organization has terminated:
No

Website URL:
www.umojavillage.com

^ Tax Year 2021 Form 990-N (e-Postcard)

Search Charities

Charities Search Home

<< Back to Search Results

Umoja Village

Public Id: P62046

Donna M Wesby , CEO

112 INDIAN CREEK TRL c/o Donna Wesby

AIKEN, SC 29803-9284

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year **1/1/2022 - 12/31/2022**.

Financial Report

TOTAL REVENUE:	\$42,938.00
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PROGRAM EXPENSES:	\$62,897.00
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TOTAL EXPENSES:	\$71,406.00
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State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$250,000.00	P320 - Department of Commerce	Economic Development

Organization Information

Entity Name	Umoja Village
Address	P.O. Box 6645
City/State/Zip	Aiken, SC 29804
Website	www.umojavillage.com
Tax ID#	85-4066068
Entity Type	Nonprofit Organization

Organization Contact Information

Name	Donna Moore Wesby
Position/Title	CEO/Cofounder
Telephone	803-226-0150
Email	umojavillage333@gmail.com

Reporting Period

Reporting Period	Quarter 2: October 1, 2023 - December 30, 2023
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Accounting of how the funds have been spent:

Description	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
(Attach additional detail for subgrantees and affiliated nonprofits)							
Umoja Village Project Bounce Back: EMERGE/SUN Job Training Program; transportation assistance, educational/self development assistance, etc.	\$45,000.00				\$14,307.50	\$14,307.50	\$30,692.50
Umoja Village Resource Center -- furniture, signage, utilities, staff, etc.	\$80,000.00				\$0.00	\$0.00	\$0.00
Umoja Village efforts to assist with homeless, housing assistance	\$50,000.00				\$25,425.91	\$25,425.91	\$54,574.09
Umoja Village Rebuilding The Foundation Crime Prevention actions	\$75,000.00				\$1,049.26	\$1,049.26	\$48,950.74
Grand Total	\$250,000.00	\$0.00	\$0.00	\$0.00	\$40,782.67	\$40,782.67	\$209,217.33

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Donna M. Wesby
 Signature
 Donna M. Wesby
 Printed Name

CEO/Cofounder
 Title
 1-22-2024
 Date



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	\$250,000.00	State Agency Providing the Contribution	P320 - Department of Commerce	Purpose	Economic Development
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Organization Information

Entity Name	Umoja Village
Address	P.O. Box 6645
City/State/Zip	Aiken, SC 29804
Website	www.umojavillage.com
Tax ID#	85-4066068
Entity Type	Nonprofit Organization

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Organization Contact Information

Name	Donna Moore Wesby
Position/Title	CEO/Cofounder
Telephone	803-226-0150
Email	umojavillage333@gmail.com

Accounting of how the funds have been spent:

Description	Budget	Expenditures				Total	Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4		
(Attach additional detail for subgrantees and affiliated nonprofits)							
Umoja Village Project Bounce Back: EMERGE/SUN Job Training Program; transportation assistance, educational/self development assistance, etc.	\$45,000.00		\$14,307.50	\$2,139.01		\$16,446.51	\$28,553.49
Umoja Village Resource Center -- furniture, signage, utilities, staff, etc.	\$80,000.00		\$25,425.91	\$31,394.56		\$56,820.47	\$23,179.53
Umoja Village efforts to assist with homeless, housing assistance	\$50,000.00		\$1,049.26	\$6,530.56		\$7,579.82	\$42,420.18
Umoja Village Rebuilding The Foundation Crime Prevention actions	\$75,000.00		\$0.00	\$25,000.00		\$25,000.00	\$50,000.00
Grand Total	\$250,000.00	\$0.00	\$40,782.67	\$65,064.13	\$0.00	\$105,846.80	\$144,153.20

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.

Donna M. Wesby
 Signature
 Donna M. Wesby
 Printed Name

CEO/Cofounder
 Title
 4-29-2024
 Date

SOUTH CAROLINA DEPARTMENT OF COMMERCE GRANT AWARD AGREEMENT

This Grant Agreement dated November 1, 2023, is between the South Carolina Department of Commerce (SCDOC) and Clemson University (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (c) Grantee means the entity designated for the Grant and set forth above.
- (d) Project means the project identified and described in Section 2.
- (e) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to address:

- identification and characterization of discrete segments within the offshore wind supply chain, including major manufacturing operations, specialty component manufacturing, component assembly, and ancillary services for future offshore wind energy projects along the east coast of the United States;
- estimated number and type of direct manufacturing jobs;
- potential ancillary economic benefits;
- potential industry investment in South Carolina and opportunities for rural economic development;
- highest impact investment opportunities to produce the largest net economic benefit;
- potential benefits to local tax bases;
- expected additional contribution to state economic output;
- any additional information the department identifies as relevant to the conduct of its study; and
- actionable next steps the State should take to recruit new, and assist the expansion of existing, offshore wind supply chain companies, in order to capitalize on the 109 billion dollar offshore wind industry.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$250,000 to be used only for the Project and related costs. Eligible costs that can be paid from the Grant shall include only those costs necessary for the completion of the Project. Funds will be forwarded to the Grantee once SCDOC has received the appropriations relating to the project and performance is about to commence.

SCDOC agrees to reimburse Grantee for all costs incurred up to the agreed upon amount of \$250,000. SCDOC agrees to transfer the full amount of the agreement to Grantee upon

execution of this Agreement, per Proviso 118.19(C) of the 2023-2024 Appropriation Act, Part 1B, Section 118 – X910 – Statewide Revenue.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee agrees that it will complete or cause to be completed the Project, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, the SCDOC shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed, less any non-cancelable obligations, including obligations for student stipends, graduate assistantships, and postdoctoral fellowships which shall end no sooner than the end of University's academic year during which termination occurs.

Section 6: FUNDING OVERRUNS/UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and, contingent on the Grantee deciding to proceed with the project, that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds for the cost overruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least twice during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff, its representatives, or State Auditor's Office all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement.

Section 8: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 10: PROJECT COMPLETION: The Grantee must complete the Project within 12 months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to the SCDOC of Grant funds expended and issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 11: SANCTIONS: If either party fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the either party may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided, less any funds used for successful completion of any portion of the project, including any non-cancelable obligations, as previously referenced in Section 5; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or SCDOC may refrain, in respect to the Grantee, from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 12: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 13: TERMS AND CONDITIONS: Contingent on written approval of both parties, the SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 14: REPORTING REQUIREMENTS:

Program/Financial Reporting Requirements:

The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC by email. Progress reports will be due as indicated below. Progress report shall include a narrative of the progress with the project, summary of expenditures activities and progress towards meeting goals and objectives outlined in Attachment A. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

Quarter	Quarterly Report Due By:
November – January	February 28, 2024
February - April	May 31, 2024
May – July	August 31, 2024
August – October	November 30, 2024

Quarterly reports will continue until all appropriated funds have been expended.

Section 15: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement, which have been signed in the space provided below.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD



Patrick Jarvis
Chief Financial Officer
South Carolina Department of Commerce

12/6/23
Date

ACCEPTANCE FOR THE GRANTEE

Sheila T. Lischwe,
PhD, Director

Digitally signed by Sheila T.
Lischwe, PhD, Director
Date: 2023.12.06 10:50:16 -05'00'

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Straiter, Joyce

From: Robert Carey <carey2@clemson.edu>
Sent: Friday, February 23, 2024 10:23 AM
To: Straiter, Joyce; Rikard, Sasha
Subject: Offshore Wind Supply Chain Analysis
Attachments: FY24 Quarterly Expenditure Report_022824.pdf; FY24 Quarterly Expenditure Report_022824.xlsx

Good morning,

Please find attached our quarterly expenditure report for FY 24 Q2. As the report reflects, we have not yet expended any funds for the project at this point. The RFP for the external contractor has been issued and we should begin reviewing bids in a couple of weeks. I'll attach both a pdf with my signature and the Excel file, in case you need it. Please let me know if you have any questions, or if I did anything incorrectly.

Best,

Robert T. Carey, Ph.D.
Lecturer, Department of Political Science
Director, Regional Economic Analysis Laboratory
College of Behavioral, Social and Health Sciences
[Clemson University](#)

carey2@clemson.edu
864-656-0372 (o)
Web: <http://cu-real.com>
Twitter: [@ClemsonREAL](https://twitter.com/ClemsonREAL)

2035 Barre Hall
Clemson University
Clemson, SC 29634



State of South Carolina Contribution Expenditure Report

This form is designed to collect the quarterly and annual expenditure reports required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution to the designation organization at the end of year quarter and by June 30, 2024.

Contribution Information

Amount	State Agency Providing the Contribution	Purpose
\$250,000.00	P320 - Department of Commerce	Offshore Wind Supply Chain Analysis

Organization Information

Entity Name	Clemson University
Address	230 Kappa St.
City/State/Zip	Clemson, SC 29634
Website	www.clemson.edu
Tax ID#	57-6000254
Entity Type	State Agency

Organization Contact Information

Name	Robert T. Carey
Position/Title	Lecturer
Telephone	864-656-0372
Email	carey2@clemson.edu

Reporting Period

Reporting Period	Quarter 3: January 1, 2024 - March 31, 2024
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Accounting of how the funds have been spent:

Description <i>(Attach additional detail for subgrantees and affiliated nonprofits)</i>	Budget	Expenditures					Balance
		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total	
\$212,726.70 has been encumbered by not yet spent	\$250,000.00		\$0.00	\$0.00		\$0.00	\$250,000.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
						\$0.00	\$0.00
Grand Total	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00

Explanation of any unspent funds (to be provided only if unspent funds remain at the end of the fiscal year) :

Expenditure Certification

The Organization certifies that the funds have been expended in accordance with the Plan provided to the Agency Providing the Distribution and for a public purpose.



 Signature
 Robert T. Carey

 Printed Name

 Lecturer

 Title
 05/29/24

 Date