

**South Carolina Department of Commerce
Passthrough Appropriation Reporting as required by Executive Order 2022-19**

A) SC Technology and Aviation Center	\$ 9,000,000	SECTION A
B) South Carolina Association for Community Economic Development	\$ 2,000,000	No Executed agreement
C) Graduation Alliance	\$ 500,000	SECTION C
D) Spartanburg Downtown Development Infrastructure	\$ 12,000,000	No Executed agreement
E) Charleston Digital Corridor	\$ 400,000	SECTION E
F) Stoney Neighborhood Development Corporation	\$ 5,000,000	No Executed agreement
G) City of Columbia Railroad Project	\$ 20,000,000	SECTION G
H) Greater South Farrow Road Community Development Foundation	\$ 100,000	No Executed agreement
I) SC Business Advancement Center	\$ 600,000	SECTION I
J) Florence County Industrial Park East	\$ 3,400,000	No Executed agreement
K) Scranton Industrial Park	\$ 1,100,000	No Executed agreement
L) Florence County Industrial Park West	\$ 4,275,000	No Executed agreement
M) Greenbrier Resources Community Development Center	\$ 50,000	No Executed agreement
N) Town of Lamar Economic Development	\$ 150,000	No Executed agreement
O) SC Rural Community and Workforce Development	\$ 211,000	No Executed agreement
P) Palmetto Goodwill	\$ 500,000	No Executed agreement

UPDATED: 12/29/2022

SC Technology and Aviation Center

\$ 9,000,000

SECTION A

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated October 1, 2022 is between the South Carolina Department of Commerce (SCDOC) and the South Carolina Technology and Aviation Center (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:

Grant funds will be used to support a large-scale project to significantly enhance the current automotive Test Track in Greenville, SC owned by SCTAC and operated by its affiliate, the International Transportation Innovation Center ("ITIC"). SCTAC operates a world class Test Track in Greenville, SC for automotive research, testing, and validation. The project consists of the construction of banked roadway infrastructure to facilitate automotive test vehicles to maintain consistent "high-speeds" (± 60 mph) in a controlled environment. The banked loops will connect to an existing runway and taxiway that are abandoned and currently reserved for automotive testing. Prior to the construction of the banked loops, site preparation, grading, import of fill material, and demolition of existing concrete pavement will be required. The banked loops will consist of a +/- 2.9-mile (+/- 61,000 SY) track consisting of full depth asphalt paving. In addition to the full depth paving, the banked loops will include full depth remediation of existing concrete pavement, or a similar remediation process. The pavement will be designed based on site-specific soils to maximize pavement longevity. In addition to pavement, the project will also include the installation of a surrounding guard rail, security fencing, stormwater infrastructure, and miscellaneous signage.

This significant enhancement of the Test Track will further position South Carolina as a leader in the automotive and technology sectors and contribute to its growing economy. SCTAC and ITIC will recruit OEMs, suppliers, and others in the automotive ecosystem of South Carolina and the region to test and validate vehicle technology at the Test Track. Because of the positive impact on the economy and the automotive sector this project will create, the Federal Economic Development Agency (the "EDA") has also awarded grant funding of \$5,000,000 to support the project.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$9,000,000 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 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:
October – December	January 31, 2023
January - March	April 30, 2023
April – June	July 1, 2023 (note date)
July – September	October 31, 2023

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

Chris Huffman

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

11/10/22
Date

ACCEPTANCE FOR THE GRANTEE



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

10/31/22
Date

Jody Bryson
President CEO
South Carolina Technology and Aviation Center

Executive Summary

Project Title: SCTAC High-Speed Loop Infrastructure

Project Grantee: South Carolina Technology & Aviation Center (SCTAC)

Purpose: The purpose of the proposed project is to add infrastructure to the existing automotive test facility at SCTAC to provide additional features for automotive testing to serve the state and regional automotive economies.

Project Narrative: Grant funds will be used to support a large-scale project to significantly enhance the current automotive Test Track in Greenville, SC owned by SCTAC and operated by its affiliate, the International Transportation Innovation Center (“ITIC”). SCTAC operates a world class Test Track in Greenville, SC for automotive research, testing, and validation. The project consists of the construction of banked roadway infrastructure to facilitate automotive test vehicles to maintain consistent “high-speeds” (± 60 mph) in a controlled environment. The banked loops will connect to an existing runway and taxiway that are abandoned and currently reserved for automotive testing. Prior to the construction of the banked loops, site preparation, grading, import of fill material, and demolition of existing concrete pavement will be required. The banked loops will consist of a +/- 2.9-mile (+/- 61,000 SY) track consisting of full depth asphalt paving. In addition to the full depth paving, the banked loops will include full depth remediation of existing concrete pavement, or a similar remediation process. The pavement will be designed based on site-specific soils to maximize pavement longevity. In addition to pavement, the project will also include the installation of a surrounding guard rail, security fencing, stormwater infrastructure, and miscellaneous signage.

This significant enhancement of the Test Track will further position South Carolina as a leader in the automotive and technology sectors and contribute to its growing economy. SCTAC and ITIC will recruit OEMs, suppliers, and others in the automotive ecosystem of South Carolina and the region to test and validate vehicle technology at the Test Track. Because of the positive impact on the economy and the automotive sector this project will create, the Federal Economic Development Agency (the “EDA”) has also awarded grant funding of \$5,000,000 to support the project.

Timeline: The project is expected to take 24 months to complete with a starting date for construction in mid-2023.

Budget: The project is currently being designed and construction reimbursements are not anticipated before the second quarter in 2023. Design, surveying, Geotech and permitting charges are currently being assessed and expected to be close to \$1,000,000 by the end of 2022 or early in 2023. A more developed timeline and budget will be provided to the State of South Carolina in the first quarter of 2023 once a general contractor has been selected to manage the project.

South Carolina Association for
Community Economic Development

\$ 2,000,000

SECTION B

No Executed agreement

Graduation Alliance

\$ 500,000

SECTION C

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated July 1, 2022 is between the South Carolina Department of Commerce (SCDOC) and 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 Workforce 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. See attached for more information related to goals and success measures.

Modeled after similar state programs in Ohio, Michigan, and Indiana, South Carolina's AdultWorkforce 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 \$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.

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, 2022 and June 30, 2023 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, 2023
January - March	April 30, 2023
April – June	July 1, 2023 (note date)
July – September	October 31, 2023

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

Chris Huffman

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

10/12/2022

Date

ACCEPTANCE FOR THE GRANTEE

Amuel

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

10-11-22

Date

REPORT DATE:

Start of Project

Select the Report Date above. Please describe the project in the space below. It should include a 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

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.

QUARTERLY UPDATE

Basic Information for Your Organization

Report Date: Start of Project

Your Organization	
Name	Graduation Alliance
Address (Street or PO Box)	310 South Main Street
Address (City, State, Zip)	Salt Lake City, Utah 84101
Organization website address	https://www.graduationalliance.com
Organization type (nonprofit, local government, etc.)	Certified B Corporation

Organization Contact	
Name	Erin Luper
Position	VP Government Relations
Telephone	804-955-9885
Email	erin.luper@graduationalliance.com

State Contribution	
Amount	500,000.00
Purpose	Adult Workforce Diploma
State Agency Providing Contribution	SC Department of Commerce

Accounting of how the funds will be spent

Report Date: Start of Project

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.

Description	Budget (Per outcome)	Total Goal	Remaining Funds
0.5 Credit Completion	\$250	\$424,500	
Employability Skills Certificate Completion	\$250	\$13,500	
Tier 1 Credential Completion	\$250	\$1,000	
Tier 2 Credential Completion	\$500	\$500	
Tier 3 Credential Completion	\$750	\$1,500	
Graduate	\$1,000	\$59,000	
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Grand Total	3,000	500,000	500,000

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

Goals to be accomplished

Report Date: Start of Project

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	Update
1	Adult learners graduate from program	
2	Adult learners obtain an employability skills certificate	
3	Adult learners receive industry tiered credential completion	
4		
5		
6		

At least one goal is required. If additional lines are needed, copy and paste Goal 15.

Success Measures

Report Date: Start of Project

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	At least 40 adult learners graduate from program	
2	At least 40 adult learners obtain an employability skills certificate	
3	At least three adult learners complete a tiered industry credential	
4		
5		
6		

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

Spartanburg Downtown Development Infrastructure

\$ 12,000,000

SECTION D

No Executed agreement

Charleston Digital Corridor

\$ 400,000

SECTION E

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated November 29, 2022 is between the South Carolina Department of Commerce (SCDOC) and the Charleston Digital Corridor Foundation (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 build out the office space on the 2nd floor of the CTC Phase II.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$400,000 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 at an agreed upon time.

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: [REDACTED]

Quarter	Quarterly Report Due By:
Start – December	January 31,
January - March	April 30
April – June	June 15 (note date)
July – September	October 31

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

Chris Huffman

Chris Huffman
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

12/1/22

Date

ERNEST ANDIKADE

DIR, CHARLESTON DIGITAL CORRIDOR



June 6, 2022

Governor Henry McMaster
Office of the Governor
South Carolina State House
1100 Gervais Street
Columbia, SC 29201

Dear Governor McMaster,

Please find below the Charleston Digital Corridor's (CDC) formal submission to secure limited funding related to phase 2 of the Charleston Tech Center (CTC). Within the proposal, you will find a detailed narrative related to the CDC's progressive history, our mission-based goals, program pillars, and future vision, along with a breakdown of the CTC's phased growth plan and funding request.

As you will easily see upon review of the proposal, with 51 high-wage companies operating at the recently completed Charleston Tech Center, the CDC has a proven track record of leading the way in meeting the critical needs of Charleston's robust and growing technology industry.

Most importantly, and without hesitation, the completion of proposed approximately \$45 million CTC - Phase II will establish a powerful secondary impact for Charleston's overall economic development profile. And as an additional result, the anticipated growth will also carry through in showcasing the state of South Carolina on the national stage by attracting the highest level of tech-focused industry leaders and companies to the area.

The following pages contain the information that was specifically requested by your office and second, the full proposal that was submitted for your support and consideration. Should you need any additional supporting documentation or credentials please do not hesitate in reaching back to me directly.

Thanking you in advance for your consideration and future commitment, I look forward to your reply.

Most sincerely,

A handwritten signature in blue ink, appearing to read "Ernest Andrade", is written over a light blue horizontal line.

Ernest Andrade, Executive Director
Charleston Digital Corridor Foundation
ernest@charlestdigital.com

Specific information requested from Senator Marlon Kimpson

Date: May 20, 2022

Earmark Sponsor: Honorable Marlon Kimpson, Senate District 42

Project Name: Charleston Digital Corridor

Amount: \$400,000.00

Recipient: Charleston Digital Corridor Foundation

Recipient Type: 501(c)6 non-profit corporation

w-9 Form: 20-0836170 + attachment

Point of Contact: Ernest Andrade

Title: Director

Address, City and State: 997 Morrison Drive, Suite 200, Charleston, SC 29403

Phone Number: 843.607.1264

Email address: ernest@charlestdigital.com

Website: www.charlestdigital.com

**Proposal for the
State of South Carolina
to Provide Limited Funding
for Phase 2 of the
Charleston Tech Center
in Partnership with the
Charleston Digital Corridor**

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January 2022

CDC Overview

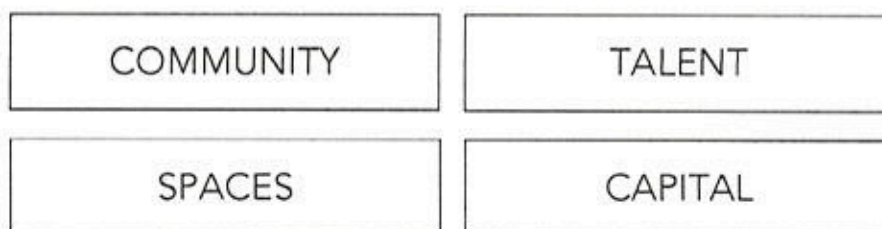
The Charleston Digital Corridor (CDC) was launched in 2001 as a grassroots economic development initiative to support the development of high-wage jobs in the Charleston region. In 2001, the CDC consisted of 18 tech companies. Today, the Charleston region has grown to almost 700 tech companies, many that make *Inc* magazine’s annual *500 Fastest Growing Companies* list.

The Charleston Digital Corridor originated and operated within the City of Charleston’s Economic Development department from 2001 until 2015. In 2015, the CDC was separated into its own standalone entity to better serve the entire Charleston region. A 5-person Board of Directors made up of leaders from both business and academia serve on two-year terms to advise and guide CDC operations, finances and the mission.

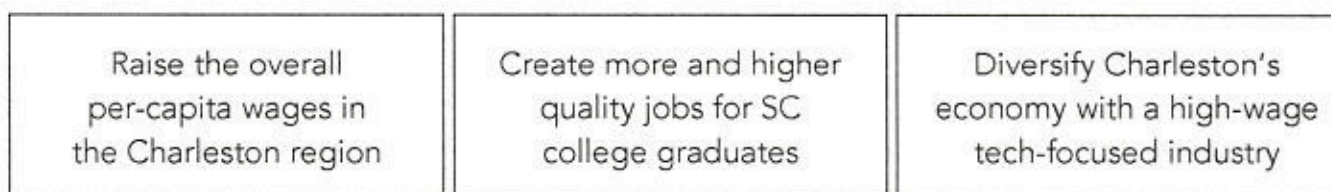
As of 2021, the CDC is comprised of two non-profit entities based in South Carolina...



All CDC programs and activities fall into one or more of the following four pillars of focus...



Our three primary goals have always been...



CDC Overview *(continued)*

Within the four pillars, and in pursuit of our three primary goals,
the CDC works tirelessly to achieve the following objectives...

Attract, nurture and promote new and existing tech companies in the greater Charleston region	Retain a diverse and qualified talent base to meet the needs of area technology companies	Provide critical business concierge services and assistance to local tech startups at every phase
Support and drive local, regional and state government initiatives that benefit CDC companies	Market Charleston as a desirable, compelling and infrastructure-rich place to live and work	Engage relevant resources in business, government and academia to support our mission and goals

In 2021, the CDC marked the 20th anniversary and
the results speak for themselves...

- 18 tech companies in 2001 to **700+** companies in 2021
- **Seven (7)** tech-focused business incubators (Flagships) hosting just under **250** companies
- Flagship-resident companies have raised over **\$250** million since 2009
- Flagship-resident companies have created over **1,700** high-wage jobs since 2009
- Approximately **87%** of the member companies and businesses Flagship located to the Charleston region from outside South Carolina
- Charleston tech companies average wage - **\$101,710** - twice the region's per-capita wage
- Two start-ups, Blackbaud (BLKB) & Benefitfocus (BNFT) are now public companies
- CDC has hosted business and technical classes including code camps for both kids and adults which have seen more than **2,500** attendees
- Charleston's tech growth continues receiving accolades from national publications and research institutes, including CompTIA, Milken Institute and Brookings
- International advanced manufacturing corporations and tech companies such as Boeing, Mercedes-Benz, Google and Volvo have made large capital investments in the region
- The in-migration of experienced professionals to Charleston, already robust, has accelerated during the pandemic - quality of life in the city cited as the biggest motivator
- Many publicly traded companies with a national footprint, including Workiva, Workday, Dassault Systems, have opened offices in Charleston recently

CTC Phase 1 – Summary & Data

The vision for the Charleston Tech Center complex, led by the Charleston Digital Corridor, was to develop a tech-focused campus featuring two mid-rise buildings and parking deck on a 1.85-acre parcel of land located in Downtown Charleston. Importantly, this land is located within the federally designated **Opportunity Zone (OZ)**. The first building, the Charleston Tech Center (CTC) and 816-space parking garage, was completed in February 2021.

The CTC is currently home to 51 tech companies, ranging from early-stage businesses to outposts of publicly traded corporations employing approximately 400 employees - in a short 9 months since opening. The CTC, and specifically, the Flagship's 2nd floor, serves as the nucleus of Charleston's tech community with educational events, monthly tech-focused meetups, and well-utilized conference facilities. The CDC's Flagship is at 100% occupancy with a waitlist – in a business climate that is still rebounding after the pandemic of 2020.

CTC Phase 1 key data points...

- Adjacent parking garage is 8-levels with 816 spaces
- Construction began in July 2019 and was completed in February 2021
- Parking garage was sold to the City of Charleston for \$26.9 million in December 2020
- Infrastructure Grant, SC Department of Commerce: \$350k to assist with building up-fit
- Infrastructure Grant, SC Department of Commerce: \$131,747 to assist with the relocation of a major piece of infrastructure
- Final construction budget totaled **\$54 million**
- Lead investor was New York based, Hunt Capital
- CTC Phase 1 building is currently over 90 percent occupied
- There are currently 400 tech professionals working at 51 companies at CTC phase 1

Charleston Tech Center & adjacent garage ...



CTC Phase 2 – Proposed Plan

In keeping with the original vision for the Charleston Tech Center complex, the CDC has started planning for the second building on land controlled and owned by the Charleston Digital Corridor by means of a 99-year lease from the City of Charleston. Preliminary design and feasibility exploration for the phase 2 building show six-to-eight stories with a floorplate of just under 13,000 square feet (see site plan on next page).

The CDC aims to leverage the success of phase 1 to accelerate company formation and relocation of high-wage tech companies - the economic impact - by developing CTC phase 2. In the final analysis, the presence of 80-100 high-wage tech companies and relevant professional resources on less than 1(one) acre in Downtown Charleston - with abundant parking - would be difficult to replicate in South Carolina.

The CDC is requesting just over \$2.9 million from the State of South Carolina with a goal to leverage the public investment in the non-profit to attract almost \$45 million in private capital to develop the Charleston Tech Center – phase 2.

The development of Charleston Tech Center phase 2 aligns with the State, County and City's economic development goals to support economic diversity and high-wage job growth. Below are just a few points and reminders which provide further weight to these expectations:

- The land for the phase 2 development is owned by the Charleston Digital Corridor on a 99-year lease from the City of Charleston
- The proposed CTC phase 2 location is in a federally designated **Opportunity Zone**
- The CDC will be able to host and support **40 additional tech companies** in addition to the **51 companies** in phase 1. This will effectively create the largest concentration of tech companies in a single compact location in South Carolina
- Beyond economic development, the public investment will allow the CDC to support the tech-focused STEM education, workforce development and large-scale tech conferences/events – items sought by the community
- The estimated cost of phase 2 construction is **\$45 million** in 2021
- Participation by the State of South Carolina will help leverage private capital
- Further, participation by a public entity in phase 2 would position the CDC on a much better financial footing and allow us to reach and support even more tech companies
- Most importantly, CTC phase 2 can be completed within 36 months of a financial commitment by the State of South Carolina

CTC Phase 2 – Site Plan/Design



Funding Request & Allocation

Our specific request for funding, along with a rough breakdown of expected funds allocation and usage is as follows...

\$2.975 Million

Total funds requested

Estimated buildout cost	\$1.6m	\$1,600,000
Furnishings & technical infrastructure	\$700K	\$ 700,000
Management and operation	\$225K x 3	\$ 675,000
-----		-----
TOTAL		\$2,975,000

36 Months

Estimated time from funding to completion

Engineering Approvals

Already received and in hand

Thank you for your consideration.



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 of 2022 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
\$400,000.00	P320 - Department of Commerce	Charleston Digital Corridor

Organization Information

Entity Name	Charleston Digital Corridor Foundation
Address	997 Morrison Drive, Ste 200
City/State/Zip	Charleston, South Caroline 29403
Website	www.charlestdigital.com
Tax ID#	20-0836170
Entity Type	Nonprofit Organization

Organization Contact Information

Contact Name	Ernest Andrade
Position/Title	Director
Telephone	843.607.1264
Email	ernest@charlestdigital.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Funds will be utilized to build out the office space on the 2nd floor of the CTC Phase II	\$400,000	Attract more high-wage tech companies and professionals to SC
Grand Total	\$400,000.00	

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

Funding from the State of South Carolina will allow the Charleston Digital Corridor (CDC) to pursue the development of Charleston Tech Center - Phase II. The development and potential ownership of one floor at CTC II will allow the CDC to attract more high-wage tech companies and seasoned tech professionals to SC as well as support the development of local startup tech companies

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 of 2022.
- 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, 2023.
- 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 of 2022.
- 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, 2023.

Agency Head Signature

Date

Printed Name

Stoney Neighborhood Development Corporation

\$ 5,000,000

SECTION F

No Executed agreement

City of Columbia Railroad Project

\$ 20,000,000

SECTION G

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated December 1, 2022, is between the South Carolina Department of Commerce (SCDOC) and the City of Columbia (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 toward engineering and right-of-way acquisitions associated with the Assembly Street Railroad Separation Project and Huger Street Connector project as outlined in attached information.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$20,000,000 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 as needed by the Grantee.

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 five years 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
January - March	April 30
April – June	June 15 (note date)
July – September	October 31

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



Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

12/9/2022

Date

ACCEPTANCE FOR THE GRANTEE

Keena B. Wilson

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

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC
12/8/2022

12/7/2022

Date

REPORT DATE:

Start of Project

Select the Report Date above. Please describe the project in the space below. It should include a 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

The Assembly Street Railroad Separation Project and Huger Street Connector seeks to address one of the state's highest profile traffic areas where both vehicle and train traffic meet almost daily. Located adjacent to the Williams Brice Stadium and minutes from the State House, this project will separate train and vehicular traffic permanently, allowing both to move freely through Columbia. The preferred alternative eliminates 15 grade crossings (6 via horizontal; 9 via raised profile). Assembly Street would be lowered and the rail tracks would be elevated at Catawba and Whaley Streets. The existing at grade crossings at Dreyfuss and Assembly (near to Capital City Stadium) and Rosewood and Assembly (near the Fairgrounds) would be removed. Road closures would occur for Lincoln and Flora Streets. The rail line crossing Assembly Street near the California Dreaming Restaurant (400 block of Assembly Street) will remain – the low volume of train traffic has minimal impact on vehicular congestion). As part of the project, a proposed new vehicular road with bridge over the current rail line would be built connecting Huger Street with Wayne Street. The Proviso funds will be used as match funding as additional funds are being pursued. The City will be working with SCDOT to administer the project.

QUARTERLY UPDATE

Basic Information for Your Organization**Report Date: Start of Project**

Your Organization	
Name	City of Columbia
Address (Street or PO Box)	1737 Main Street
Address (City, State, Zip)	Columbia, SC 29201
Organization website address	columbiasc.gov
Organization type (nonprofit, local government, etc.)	local government

Organization Contact	
Name	Dana Higgins
Position	Director of Engineering
Telephone	803-545-3285
Email	dana.higgins@columbiasc.gov

State Contribution	
Amount	\$20,000,000
Purpose	Provide funding for Assembly Rail Separation Project
State Agency Providing Contribution	Department of Commerce

Accounting of how the funds will be spent

Report Date: Start of Project

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.

Description	Budget	Expended	Remaining Funds
Engineering and Environmental Studies	15,000,000		15,000,000.00
Right-of-Way Acquisition	5,000,000		5,000,000.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Grand Total	20,000,000	-	20,000,000

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

Goals to be accomplished

Report Date: Start of Project

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	Update
1	Increase safety by reducing vehicular crashes.	
2	Reduce time delay created from blocked vehicular traffic.	
3		
4		
5		
6		

At least one goal is required. If additional lines are needed, copy and paste Goal 15.

Success Measures

Report Date: **Start of Project**

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	Increase safety by reducing vehicular crashes.	
2	Reduce time delay created from blocked vehicular traffic.	
3		
4		
5		
6		

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



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 of 2022 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
\$20,000,000.00	P320 - Department of Commerce	Provide funding for Assembly Rail Separation Project

Organization Information

Entity Name	City of Columbia
Address	1737 Main Street
City/State/Zip	Columbia, SC 29201
Website	columbiasc.gov
Tax ID#	57-6000229
Entity Type	Municipality

Organization Contact Information

Contact Name	Dana Higgins
Position/Title	Director of Engineering
Telephone	803-545-3285
Email	dana.higgins@columbiasc.gov

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Engineering and Environmental Studies	\$15,000,000	
Right-of-Way Acquisition	\$5,000,000	
Grand Total	#####	

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

The Assembly Street Railroad Separation Project and Huger Street Connector seeks to address one of the state's highest profile traffic areas where both vehicle and train traffic meet almost daily. Located adjacent to the Williams Brice Stadium and minutes from the State House, this project will separate train and vehicular traffic permanently, allowing both to move freely through Columbia. The preferred alternative eliminates 15 grade crossings (6 via horizontal; 9 via raised profile). Assembly Street would be lowered and the rail tracks would be elevated at Catawba and Whaley Streets. The existing at grade crossings at Dreyfuss and Assembly (near to Capital City Stadium) and Rosewood and Assembly (near the Fairgrounds) would be removed. Road closures would occur for Lincoln and Flora Streets. The rail line crossing Assembly Street near the California Dreaming Restaurant (400 block of Assembly Street) will remain – the low volume of train traffic has minimal impact on vehicular congestion). As part of the project, a proposed new vehicular road with bridge over the current rail line would be built connecting Huger Street with Wayne Street. The Proviso funds will be used as match funding as additional funds are being pursued. The City will be working with SCDOT to administer the project.

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.

Teresa B. Wilson
Organization Signature

APPROVED AS TO FORM

City Manager
Title

Teresa B. Wilson
Printed Name

[Signature]
Legal Department City of Columbia, SC
12/8/2022

12/7/2022
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 of 2022.
- 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, 2023.
- 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 of 2022.
- 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, 2023.

Chris Huffman
Agency Head Signature

12/9/2022
Date

Chris Huffman
Printed Name



CITY OF COLUMBIA HUGER STREET CONNECTOR

Submitted: October 11, 2022
Opportunity: FRA FY:2022 Railroad Crossing Elimination Program
Prepared For: FRA & US DOT
Name: 2022 Railroad Crossing Elimination Program Grant
Application
Congressional District: 6th
US DOT Crossing Number: 715847J

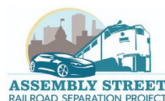




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Attachments

- Statement of Work
- Schedule
- Budget
- Performance Measures





I. Cover Page

Project Narrative

Project Title	Huger Street Connector
Eligible Entity Applying	City of Columbia, South Carolina
Funding Requested	\$32.16 Million
Proposed Match	\$8.04 Million
Sources	City of Columbia, South Carolina Department of Transportation
Other Federal Funding	None
Total Project Cost	\$40.2 Million
Previous Grant Submittal	2022 MEGA Grant
Location	Columbia, South Carolina
Congressional District	South Carolina 6 th and 2 nd (Applicant's districts; Project is in the 6 th District)
Planning Documents	SCDOT 2020 Freight Plan Update
US DOT Crossing Number	715847J
Site Control	Proposed route under private ownership





II. Project Summary

The proposed Huger Street Connector Project (Project) will divert Huger Street, a five-lane urban principal arterial with up to 2,500 peak period trips per hour (projected 2045 volume), from its current route crossing the Norfolk Southern and CSX tracks to a grade-separated crossing to the east. A new overpass will carry Huger Street over the tracks and reconnect the route to a historic residential community to the south.

PROJECT BENEFITS

- Vehicular traffic travel time savings
- Emergency response time reduction
- Reduced emissions
- Community connectivity and equity improvements



Historic Photo of Huger Street at the Existing Crossing

The existing crossing will remain at grade. However, the crossing will be used only by local traffic estimated at between 100-125 trips per peak period trips for the Project build condition. By safely rerouting up to 95 percent of the traffic away from the crossing, a substantial safety benefit is achieved as vehicle-rail conflicts will be reduced to a minimum.

The City of Columbia and the South Carolina Department of Transportation (SCDOT) are requesting from the Federal Railroad Administration (FRA), through the Railroad Crossing Elimination (RCE) program, \$32.16 million of the total estimated project cost of \$40.20 million.



Huger Street Crossing

The Huger Street Connector was submitted as part of the larger \$220 million Assembly Street Railroad Separation Project application in consideration for the 2022 National Infrastructure Project Assistance (MEGA) grant. The Huger Street Connector was selected for the RCE program because it offers independent utility and benefits.





III. Project Funding

The total Project cost including Preliminary and final Engineering, Right-of-Way, Utility Relocation and Project Management is \$40,200,000 of which 80 percent or \$32,160,000 is requested from the RCE Grant Program. The City of Columbia and the State of South Carolina will each contribute 10 percent or \$4,020,000 toward the total Project cost.

Funding Source	Amount	Percentage
RCE Grant Request	\$32,160,000	80%
City of Columbia	\$4,020,000	10%
State of South Carolina	\$4,020,000	10%
Total	\$40,200,000	100%

Task Component	Cost	Percentage
Detailed Project Work Plan	\$200,000	0.5%
Preliminary and Final Engineering	\$2,700,000	6.7%
Utility Relocation	\$6,200,000	15.4%
Right-of-Way	\$5,100,000	12.7%
Construction	\$21,800,000	54.2%
Project Management	\$4,200,000	10.5%
Total	\$40,200,000	100%





IV. Applicant and Project Eligibility

The City of Columbia, South Carolina is the Project sponsor. Columbia is the capital of South Carolina. The city was created by the South Carolina General Assembly in 1786. Columbia received its first charter as a town in 1805. Under the current 1854 charter, the city operates as a Council-Manager form of municipal government with a mayor elected at large.

The Project meets the RCE Notice of Funding Opportunity eligibility requirements by proposing a rerouting of vehicle traffic from an existing railroad crossing to a grade-separated crossing. The substantial reduction of traffic crossing the tracks—up to 95 percent—will enhance safety and reduce vehicle travel time, vehicle emissions, and emergency response times. The new Huger Street Connector will improve community connectivity by providing underserved neighborhoods in the area with a rail-free route to shopping, recreation opportunities, more rapid emergency medical service, and reduced emissions.

V. Detailed Project Description

The project proposes an approximately 1,500-foot realignment of Huger Street between Wheat Street to Wayne Street at its intersection with Catawba Street. A grade-separated railroad crossing will be constructed at the intersection of the Huger Connector and the existing Norfolk Southern and CSX tracks, serving to mitigate vehicular delays associated with frequent rail movements and improve overall mobility.

The Project meets the multiple transportation challenges of maintaining essential railway freight traffic in a critical supply corridor while increasing mobility and efficiency along a heavily traveled urban arterial roadway and encouraging pedestrian travel by providing a safer route across the tracks.

The Project is designed to allow uninterrupted traffic—both vehicular and railway—to operate during construction. The rail overcrossing will be constructed first and will not require the stoppage of rail traffic during construction. The Huger Street Connection will be opened to through traffic after installation of a new 'tee'-intersection from the new Huger Street Connector to the Huger Street remnant that crosses the tracks.





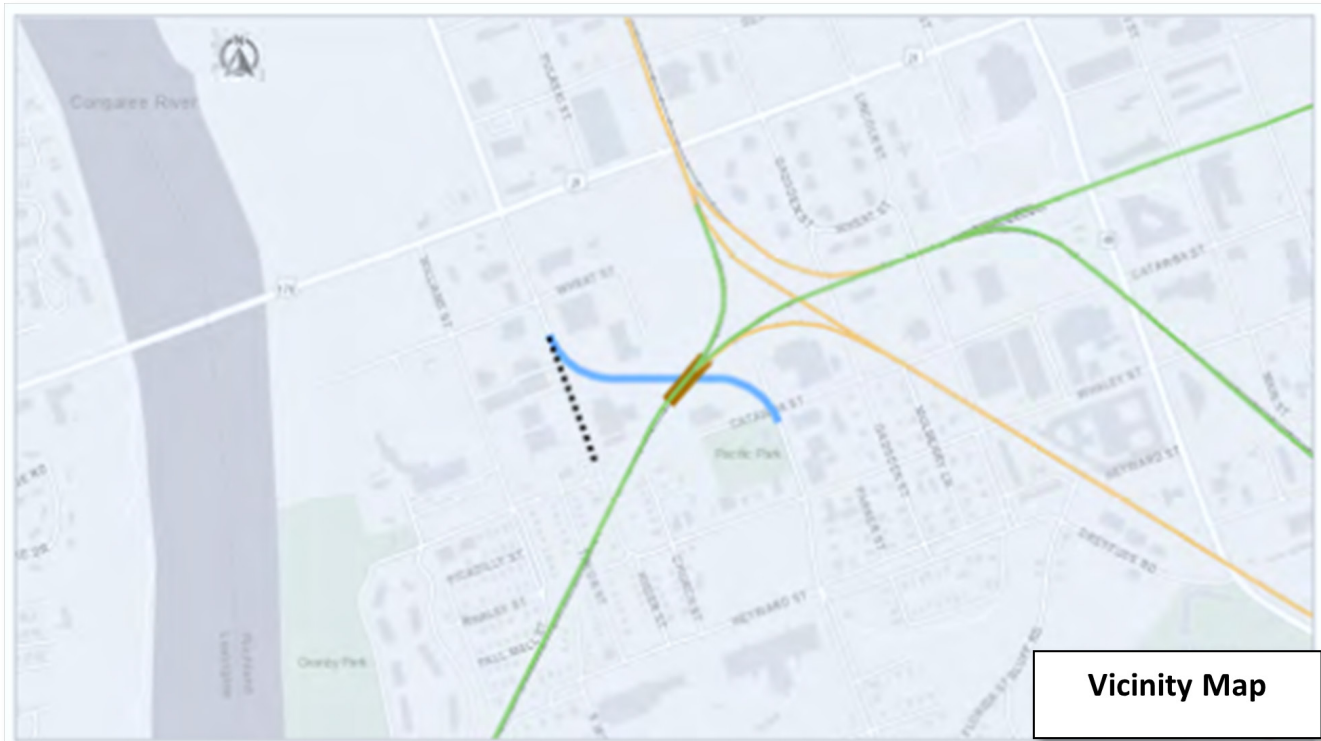
VI. Project Location

The Huger Street Connector Project is in the City of Columbia, South Carolina, about 1 mile southwest of downtown and 0.75 miles southwest of the campus of the University of South Carolina. The Project area is a mix of light industrial/distribution, commercial, office, residential, parks, and open space.



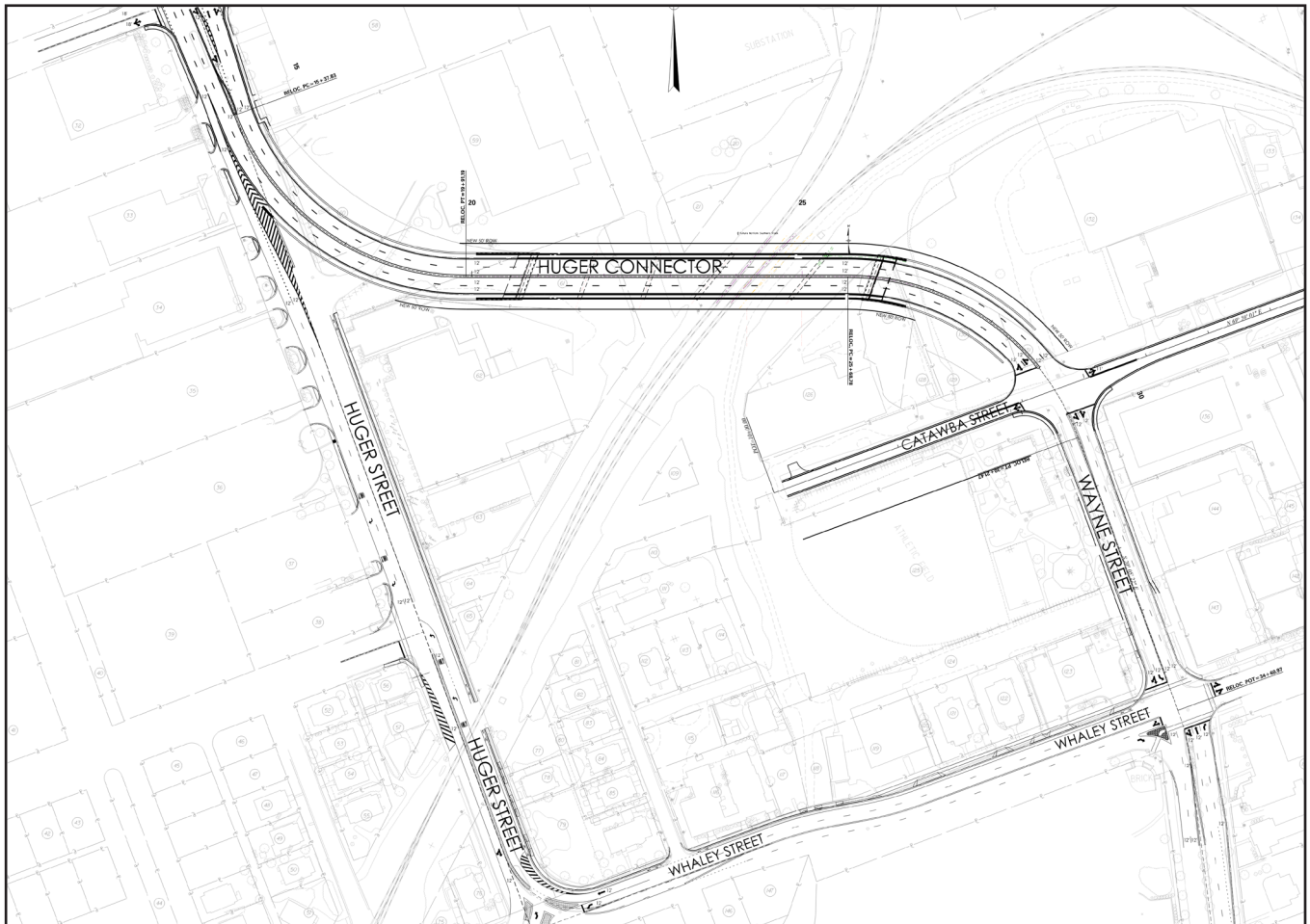
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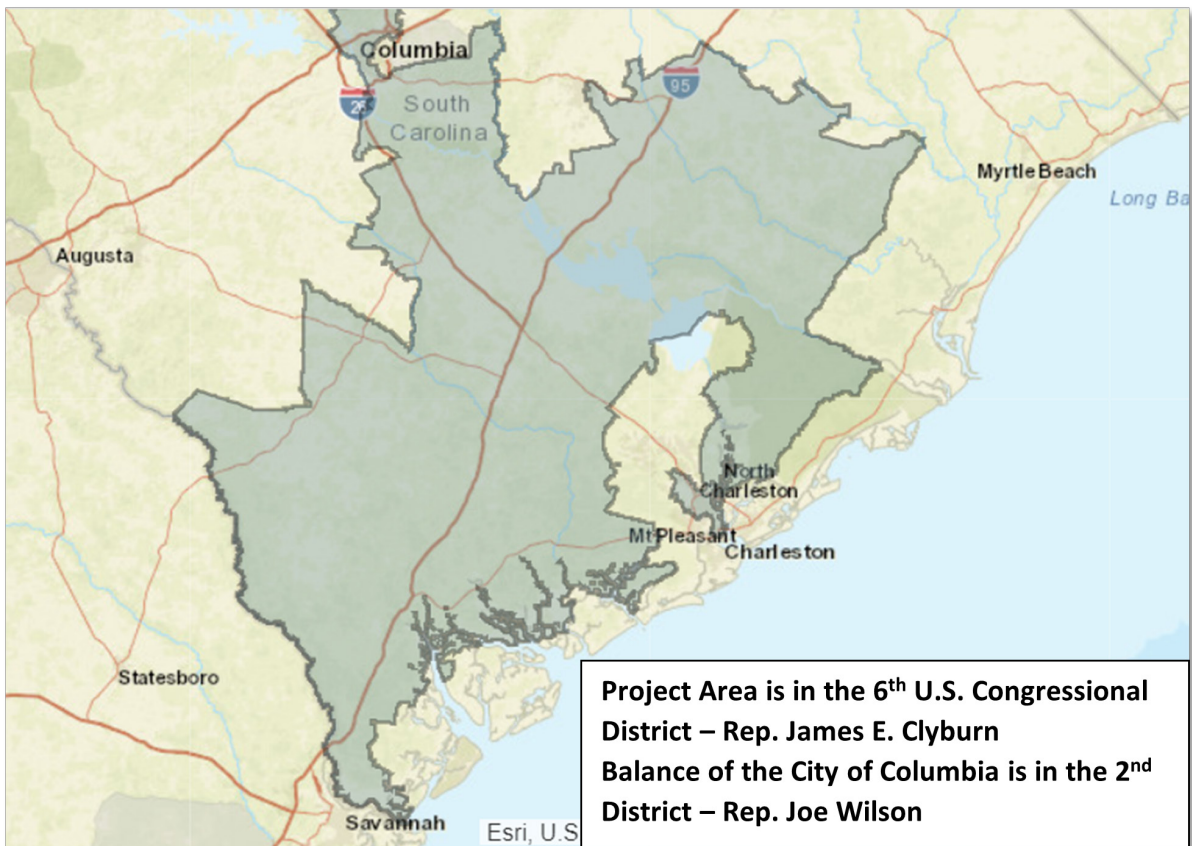
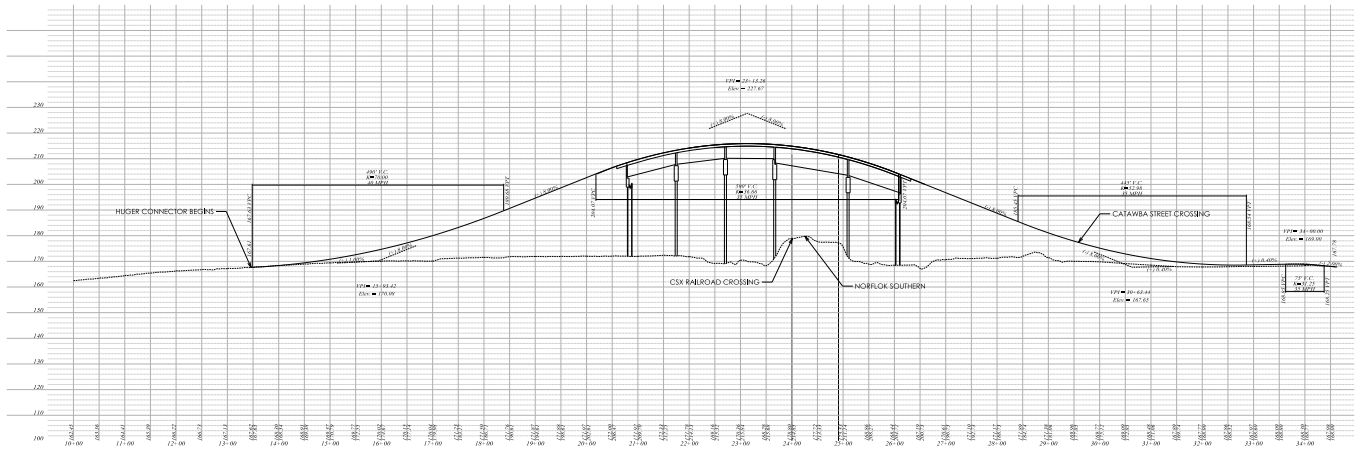




Vicinity Map

Note: Huger St crossing is In $33^{\circ}59'06.4''N$ $81^{\circ}02'21.2''W$.







VII. Grade Crossing Information

Primary Operating Railroad	CSX Transportation
Other Operating Railroad	Norfolk Southern
DOT Crossing Inventory Number	715847J
Roadway at Crossing	Huger Street
Geospatial Data (Huger Street Overcrossing)	33°59'06.4"N/81°02'2102"W



VIII. Evaluation and Selection Criteria

Project Benefits

Safety Improvement

Trains blocking roadways result in high-level delays, impede emergency responders, raise the likelihood of unsafe behavior among motorists and pedestrians, and increase the chances for vehicular crashes. Blocked crossings not only introduce irregularity and congestion, but also cause significant impacts to quality of life for the residents, students, and workers in Columbia.

Reduced Time Delay

The frequency and irregularity of roadway blockages caused by freight trains slowly approaching or departing the rail yards and intermittently stopping for staging of available capacity within the rail yard creates disruptions and delays to emergency services (i.e., ambulance, fire, and police). A South Carolina State law dating back to 1902 and a 1979 Columbia City ordinance ban trains from blocking traffic for more than five minutes. However, fines of just \$5 to \$20 are enforced only after the train's conductor has been warned and given time to clear the roadway. These stipulations and diminutive fines make enforcing the law impractical.

Furthermore, a City ordinance regulating train speeds near at-grade crossings compounds already long wait times, especially within the Project corridor where train speeds are restricted to less than 10 miles per hour. Multiple freight movements both CSX and Norfolk Southern occurring in the downtown area at the same time compound delays at the at-grade crossings. While train length and frequency vary, a recent study conducted by the University of South Carolina Department of Civil and Environmental Engineering looked at vehicle delay times along the Assembly Street corridor and concluded that 54 percent of trains cause a 5- to 10-minute delay; therefore, an average time delay of 7.5 minutes is assumed for the Project's time delay reduction benefit.





The Project will eliminate up to 95 percent of the delay currently experienced by motorists on Huger Street who must stop at the rail crossing waiting for a train to pass. The US Department of Transportation (USDOT)/FRA Rail Crossing Inventory estimates nine daily train movements at the Huger Street crossing (one movement from 6 a.m. to 6 p.m., two movements from 6 p.m. to 6 a.m., and six switching movements).

Traffic on Huger Street does not exhibit an exceptionally high peaking factor—the traffic volume is relatively consistent from 7 a.m. to 5 p.m. Five-minute volumes range from 30 to 100 vehicles during this period. If four train movements occur during the 7 a.m.–5 p.m. period, and these movements block the crossing for 10 minutes each, the total delay is estimated as 4 x 65 average vehicles x 7.5 minutes = 33 hours per day. Multiplying by the 320 annualization factor gives 10,560 hours of time savings per year. The value of time for all purposes is equal to \$17.80 per hour according to the 2022 USDOT BCA Guidance,¹ and the total one-year dollar value of time savings is \$188,000.

Reduced Vehicle Operating Cost

The time spent idling at the existing crossing waiting for trains to pass unnecessarily consumes fuel and oil. The total vehicle delay of 33 hours times the rate of fuel and oil consumption of 0.0093 gallons and 0.00063 quarts per minute, respectively, and assuming \$4 per gallon for fuel and \$4.50 per quart for oil results in a savings of about \$82.36 per day or \$26,300 per year with the 320-day factor.

Reduced Emissions

The Project will reduce fuel consumption and tailpipe emissions by rerouting vehicles that would otherwise be idling in traffic delayed at the existing Huger Street rail crossing. The results of emissions modeling conducted for the MEGA grant application show the following reductions from the Project over 25 years (Huger Street Connector only) as summarized in the following table:

Pollutant	Value per Metric Ton	Emissions Reduction in 1 st Year of Build	Reduction (25 Years) (metric tons)	Net Present Value of 25 Years of Emissions Reduction
NOX	\$18,115	0.531	35.2	\$102,000
PM _{2.5}	\$663,500	0.002	0.1	\$14,100
VOC	\$29,977	1.76	116.6	\$560,000
CO ₂	\$62.09	238	12,000	\$452,000
Total NPV				\$1.13 Million

Emergency Response

The Project will reduce emergency vehicle delays occurring at the current rail crossing. Emergency vehicles traveling through the area will use the diversion which avoids the at-grade crossing.

¹ BCA Guidance for Discretionary Grant Programs - March 2022, <https://www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-discretionary-grant-programs-0>





In 2019, the City of Columbia conducted a survey of first responders to develop an understanding and quantify the railroad crossing congestion conditions in the city. A total of 168 responses were received from police, fire, and the Emergency Management Division. Approximately 97 percent of the respondents reported experiencing congestion at railroad crossings while on duty, 42 percent indicated experiencing congestion 5 to 10 times per month, and 58 percent reported wait times between 5 and 10 minutes while on duty.

Quantifying the monetary benefit of a reduction in emergency response time uses cardiac arrest data. The American Heart Association estimates that 58.5 cardiac arrests per 100,000 people are treated by emergency medical services (EMS) personnel. This ratio (58.5/100,000) is multiplied by the population, which is equal to 1.4 cardiac arrests per year for the Huger Street Connector Project area with a residential population of approximately 2,400.

Using the procedure detailed in the FEMA BCAR Guidance document,² the response time before a blockage, in this case a train at an at-grade crossing, is calculated and then the response time after a blockage is introduced is calculated. These values were used to calculate the survival probability and number of deaths per year for both response time scenarios. The increase in survival probability, or decrease in deaths per year, between the blocked versus the unblocked scenarios is the benefit that would be provided by the Project as determined using the FEMA BCAR procedure:

$$\text{Survival probability} \left(1 + e^{-0.260 + 0.106I_{CPR} + 0.139I_{Defib}} \right)^{-1}$$

Where:

- Survival probability = the probability of surviving an out-of-hospital cardiac arrest due to ventricular fibrillation
- I_{CPR} = time interval from cardiac arrest to CPR
- I_{Defib} = time interval from cardiac arrest to defibrillation

The steps to estimate reduction in EMS response time are as follows:

1. Determine the nearest EMS provider
2. Establish the distance and travel time reduction in the unblocked versus blocked scenarios.
3. Calculate the probability of death in each scenario and apply the probabilities to the expected number of cardiac arrests (1.4 per year in the Project area).
4. Determine the dollar savings expected due to the EMS time reduction.

An average 12.4-minute response time in the blocked scenario will be reduced to a 7-minute response with the Project. Using the FEMA BCAR formula above, the survival percentage after cardiac arrest with the Huger Street Connector Project increases from 4 percent to 14 percent. This increased survivability is calculated to result in an average of 0.14 fewer deaths per year in the Project area. Multiplied by the Value of a Statistical Life (VSL) of \$12.8 million, the annual savings is approximately \$179,000, with a net present value of \$13.3 million over 25 years.

² [FEMA BCAR Resource \(hudexchange.info\)](http://hudexchange.info)

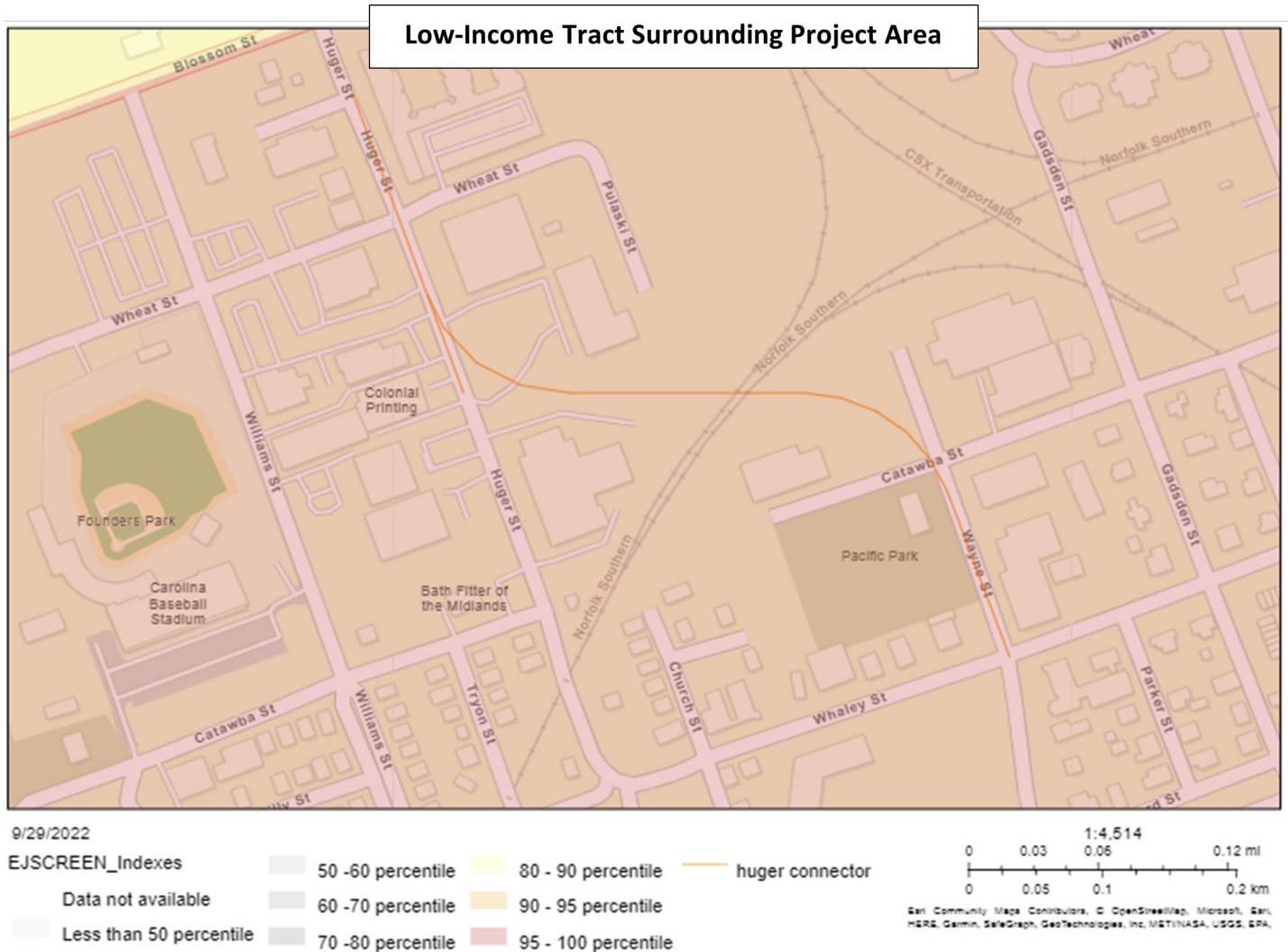




Factor	Before Project	After Project
Response Time (minutes)	12.4	7
Survival Percentage	4%	14%
Probability of Death (1 minus survival percentage)	96%	86%
Number of Deaths from 1.4 Cardiac Arrests per Year	1.34	1.20

Community Connectivity and Environmental Equity

The U.S. Census Blockgroup where the Huger Street Connector Project is located is overlain by several U.S. Environmental Protection Agency (EPA) Environmental Justice areas of concern (AOC). The AOCs are listed below with the percentile of the area’s EJ index relative to the state/EPA Region 4/U.S.:³



³The percentile indicates ranking of area relative to state, EPA region or the U.S. A state percentile of 96 indicates that only 4 percent of the tracts in the State of South Carolina have a higher index. [Environmental Justice | US EPA](#)





- Particulate Matter 2.5 (93/86/86)
- Diesel Particulate Matter (96/89/90)
- Air Toxics Cancer Risk (94/89/91)
- Air Toxics Cancer Respiratory Risk (93/88/91)
- Traffic Proximity (97/78/76)
- Low Income (99/99/98)

In addition to EJ AOCs, the area exhibits two critical service gaps. The area is a Food Access AOC (aka "Food Desert"), a designation that is assigned based on a combination of an area's low income and low access to affordable and nutritious foods; low access is determined as an urban area more than 1 mile from a supermarket. The area is also Medically Underserved, an area determined by the U.S. Health Services and Resources Administration as having too few primary care providers, high infant mortality, high poverty, or a high elderly population.

The Project will mitigate the EJ air quality concerns by reducing the number of idling cars and trucks at the existing at-grade rail crossing. The exhibit below shows the Project area within a low-income census tract with 50 percent of households below the poverty line, and a median income of 51 percent of the 2021 MSA median.⁴

The low-income residential neighborhoods to the south of the Huger Street Connector will benefit from additional pedestrian routes through the area and improved access to the nearest supermarket, which is about 1 mile to the north. The low-income residential neighborhoods to the south of the Huger Street Connector will benefit from additional pedestrian routes through the area and improved access to the nearest supermarket, which is about 1 mile to the north.

⁴Tract 0028.00 <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>





Technical Merits

Project Readiness

The Project Implementation and Management in Section XI details the activities that the City of Columbia has completed in preparation for the Project.

State/Regional Plan Status

The Huger Street Connector is included in the project description for the Assembly Street Railroad Separation Project, a project listed as under development by SCDOT:

<https://assemblystreetrailproject.com/SiteAssets/AssemblyStreet.html>

Innovative Approach to GHG Emissions Reduction

By rerouting vehicular traffic—cars and trucks—rather than reconstructing the railway itself, the Project will avoid disrupting rail traffic while significantly reducing CO₂ emissions.

Mobility and Equity Improvements

The Huger Street Connector Project will contribute to an area with a low-income and high percentage of minority population by improving safety, air quality, emergency response times and transit services, and enhancing pedestrian and bicyclist facilities. The Project is an opportunity to invest needed capital in a historically underserved and economically disconnected community.



Project Support From Rail Carriers

CSX and Norfolk Southern have provided letters of support for the Project and have been consulted in the planning and design of the larger Assembly Street Railroad Separation Project of which this Project is a part.





IX. Safety Benefit

The Project will significantly reduce the likelihood of vehicle-train conflicts at the existing at-grade rail crossing on Huger Street by reducing vehicular traffic by up to 95 percent from current average daily and peak-period traffic.

The Huger Street crossing is listed in the USDOT/FRA Web Accident Prediction System (WBAPS). The WBAPS predicts 0.03 collisions per year occurring at the existing Huger Street crossing. This low predicted rate of collisions is likely due to no collisions having been reported at the crossing since 2014 (WBAPS uses 2017-2021 data for its projections).

However, the USDOT/FRA Highway-Rail Grade Crossing Accident/Incident Report shows seven incidents at the crossing going back to 1975, implying a frequency of about 0.15 incidents per year. These incidents resulted in two fatalities and five injuries. The societal cost of these fatalities and injuries may be estimated using standard benefit cost analysis methods using the VSL and the standard cost per injury.

The 2022 VSL is \$12,837,400, and cost per injury is \$302,600.⁵ The total cost of the two fatalities and five injuries is \$27,187,800. Dividing the total by 47 years (the period over which the reported incidents took place), the projected annual cost is \$578,464. Since the Project will divert up to 95 percent of the total vehicle trips, the vehicle-train conflict rate at the existing crossing is expected to be reduced commensurately, resulting in an annual safety improvement savings of \$549,541. At a discount rate of 7 percent, the net present value of this annual savings over 25 years is more than \$7.5 million.

In addition to vehicle-train incidents reported to the FRA, the Project will significantly reduce collisions not directly involving trains. Eliminating long delays and vehicle queues will greatly reduce rear-end collisions and collisions caused by drivers attempting unsafe maneuvers to avoid delays. Pedestrians and bicyclists are expected to take the new overcrossing eliminating hazards to these users.

⁵ BCA Guidance for Discretionary Grant Programs - March 2022





X. Department of Transportation Strategic Goals

Disadvantaged Area Enhancements

The Huger Street Connector Project will contribute to an area with a low-income and minority population by improving safety, air quality, emergency response times and transit services, and enhancing pedestrian and bicyclist facilities.

Climate Change and Sustainability Goal

The Project will reduce annual carbon emissions by 238 metric tons in the first year after the Project and increasing to 716 metric tons after 25 years as overall traffic increases for a total decrease of 12,000 metric tons of carbon emissions reduction.

Reducing Barriers and Enhancing Mobility

The Project adds a new circulation element in the area that will serve a large low-income neighborhood. The Project will reduce walking and bicycling time between this neighborhood, the University of South Carolina, and downtown Columbia.

Low-income populations are more likely to be burdened with a high incidence of health risks. The reduced emergency response time will be of particular benefit to this low-income area.



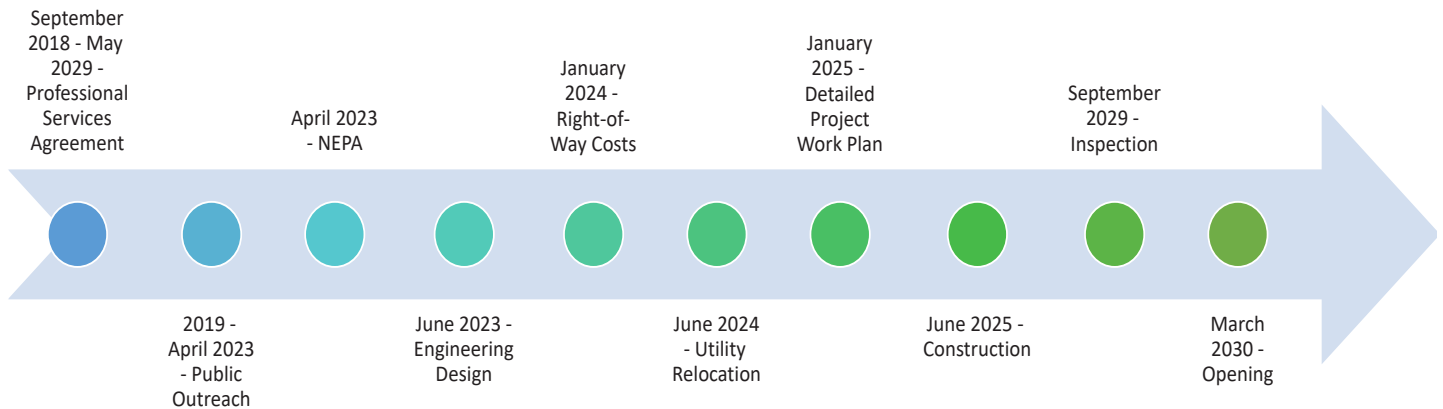


XI. Project Implementation and Management

The City of Columbia has made significant progress in preparing for the Project, completing the following prerequisite tasks for the Huger Street Connector:

- Topographic Surveys
- Metes and Bounds Surveys
- Geotechnical Investigations
- Hydrologic Analysis – Preliminary Drainage Report
- Utility Engineering – Utility Cost Relocation Memo
- Traffic Studies
- Financial Plans – Preliminary Financial Plans
- Hazardous Materials Assessments
- General estimates of the types and quantities of materials
- Other work needed to establish parameters for the final design:
 - Wetland and Stream Delineation
 - Conceptual Design Drawings
 - Feasibility Study
 - Preliminary Engineering Agreements with both railroads
 - Phase 1 Cultural Study

The City of Columbia anticipates the expected obligation dates for the remaining preconstruction activities for the Huger Street Connector:





Management Capability and Experience

Since 2009, the City of Columbia has received more than \$73 million in grants, allocations, and awards. The City's ability to receive and manage federal funds for capital projects is well documented and established.

Most recently and notably, the Federal Emergency Management Agency awarded the City a FY 2020 Building Resilient Infrastructure and Communities (BRIC) grant of \$32.64 million to construct a second raw water intake for the City's primary drinking water treatment plant to increase its resilience in the wake of damage from Hurricane Joaquin.

In addition, in another expression of confidence in the City's ability to manage large allocations of federal funds, HUD provided Columbia with a direct allocation of \$26.17 million in CDBG-Disaster Recovery funds and \$18.6 million in CDBG-MIT funds, which the City has successfully managed in accordance with all regulations and requirements.

Similarly, the City has successfully managed a \$27.178 million allocation of State and Local Fiscal Recovery Fund funds from the American Rescue Plan Act (ARPA) and, although the City did not receive a direct allocation of Emergency Rental Assistance (ERA) funds allocated under ARPA, the City helped manage ERA funds allocated to Richland County at the request of the County.

USDOT has provided grant funds to the City, directly via competitive applications, directly via congressional earmarks, and indirectly via funds passed through SCDOT or the Central Midlands Council of Governments.

In 2014, the City of Columbia successfully completed work on the North Main Street Revitalization project with a \$17 million TIGER grant award. The City has for many years received direct federal funding from other federal agencies, including annual formula allocations of Community Development Block Grant and HOME Investment Partnership funds from the Department of Housing and Urban Development (HUD) and Byrne Justice Assistance Grant Program funds from the Department of Justice.

The City has also received a wide array of federal funds that are passed through via the state and via competitive grant programs.

The City of Columbia is a general-purpose local government chartered under South Carolina law that provides a wide array of core public services to its 134,057 residents and to the tens of thousands of people who work in and visit Columbia each day, including providing water, sewer, and other services to Fort Jackson, the Army's primary training base, which is home to 12,000 soldiers and their families and which trains approximately 35,000 soldiers per year.

As outlined in the City's organizational chart, City of Columbia services are provided by 2,100 City employees spread over 27 departments, managed by the City Manager. Service include water, sewer, storm water, engineering, fire protection, law enforcement, 911 dispatch, streets, sidewalks, solid waste, community development, economic development, parks, and recreation, planning and development services, animal services, municipal court, and other such functions typical of local government.





Columbia's executive team is led by City Manager Teresa Wilson, who has held that role since 2013 and has received numerous accolades for her long-term strategic planning and for her leadership during the major challenges of Hurricane Joaquin and the COVID-19 pandemic. Her executive team includes five Assistant City Managers, a Chief Financial Officer, and 27 department heads, all of whom have extensive local government experience and many of whom are recognized as leaders in their field.

The City of Columbia compiles an Annual Comprehensive Report that is audited by an external accounting firm. These reports provide a detailed overview of the City's fiscal strength and of its ability to manage large amounts of money and capital projects of all sizes. The most recent report is attached, and all previous year reports are available at: <https://finance.columbiasc.gov/cafrs/>. The City's most recent Annual Comprehensive Financial Report is also attached. It provides additional details about Columbia's history, governance, operations, and budget. Current year and past year budgets also provide a good overview of the City's ability to manage large amounts of money and capital projects of all sizes:

<https://budget.columbiasc.gov/current-prior-year-budgets/>.

The City plans to implement this project in close cooperation with SCDOT, which has a long and detailed track record of implementing large projects and managing federal funds. SCDOT has confirmed that it will do so. A letter from SCDOT stating their intent to manage this project is attached, along with a brief overview regarding their capability and qualifications of managing a project of this magnitude.

Project Management Overview

SCDOT, in conjunction with the City of Columbia, will oversee final design, environmental clearance, contracting, coordination with the railroads, and construction of the Project in accordance with the tasks outlined in the Statement of Work attached to this application.

SCDOT will contract with a qualified construction inspection and management team experienced with federally funded projects to provide day-to-day oversight and risk management and hold regular meetings with the FRA. The contractor will prepare all project documentation and progress reports in conformance with federal requirements, review change order and payment requests, and make recommendations for approval. The City and the contractor will perform the project closeout audit to ensure contractual compliance and issue the closeout report.





XII. Environmental Readiness

The City of Columbia and SCDOT are currently going through the NEPA process, which includes the completion of an Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI). Anticipated dates for the various project milestones are shown below.

More information about the project, alternatives, and public involvement can be found at the Assembly Street Railroad Separation project’s website: <https://assemblystreetrailproject.com/>.

NEPA Schedule

Preliminary Draft EA	January 2023
Draft EA Published for Public Review	February 2023
Final EA	April 2023

It is anticipated that NEPA clearance for the project will be completed in June 2023. SCDOT and the City of Columbia have engaged in extensive consultation with both federal and state agencies, including those providing funding, those with an interest in the project, and those that must issue permits in order for construction to commence.





XIII. Performance Measures - Overview

Reduction of Time Delay Measurement

The Huger Street Connection will reduce time delay at the existing at-grade railroad crossing by diverting up to 95 percent of the current and future traffic on Huger Street to the proposed overcrossing of the CRX/Norfolk Southern tracks. The estimated time delay reduction is based on the traffic counts taken on November 8, 2017, at the intersection of Huger Street and Catawba Street, approximately 170 feet north of the existing at-grade crossing. These counts may be verified with more recent counts to establish a baseline for the Project.

Performance measurement of the savings in time delay would involve regular 15-minute interval counts at the crossing after the opening of the Huger Street Connection and the overcrossing. Traffic counts would be taken monthly over a minimum three-year period. A set of baseline counts will be taken in 2023 to be used to establish the performance of the Project. The traffic count data would also apply to vehicle operating cost and emission reductions to estimate the value and quantity of these reductions.

Emergency Response

Once the overcrossing is constructed, all emergency vehicle trips will be diverted from the existing crossing, except those few that are dispatched to the immediate area of the existing crossing. Daily dispatch logs of police and EMS/fire response will be compared for the before and after construction conditions to estimate and verify the actual time savings of emergency service providers. The before-Project performance will be established in terms of the average elapsed time between call and arrival at the scene of the emergency; calls will be filtered for those using Huger Street in the Project area.

Collision Reduction

Traffic accident reports over the previous 5-year period (pre-Project) will be reviewed for incidents that occurred near the existing at-grade crossing and will help determine whether the train crossing was a causal factor in the collision. Collisions may be train-to-vehicle, train-to-pedestrian, or train-to-bicycle. Also, collisions that did not directly involve a train but occurred during a crossing will be reviewed to determine whether the cause was a motorist making an unsafe maneuver (e.g., to avoid a train delay), a rear-end collision, or other. A baseline annual rate of crossing-related collisions will be established and will be compared with the post-Project rate of collisions at the crossing.



Greater South Farrow Road Community

Development Foundation

\$ 100,000

SECTION H

No Executed agreement

SC Business Advancement Center

\$ 600,000

SECTION I

SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated December 9, 2022 is between the South Carolina Department of Commerce (SCDOC) and DESA, Inc (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 project as contained in Attachment A.

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 will be made based off the following schedule and subject to change as conditions warrant:

- A) \$150,000 upon execution of this agreement
- B) \$150,000 after January 1, 2023 and receipt of the quarterly report
- C) \$150,000 after April 1, 2023 and receipt of the quarterly report
- D) \$150,000 after July 15, 2023 and receipt of the quarterly report

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. Progress reports will be due as indicated below. Progress report shall include summary of expenditures activities and progress towards meeting goals and objectives outline 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 of Project - March	April 30, 2023
April – June	June 15, 2023 (NOTE DATE)
July – September	October 31, 2023
October – December	January 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

Chris Huffman

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

12/13/2022

Date

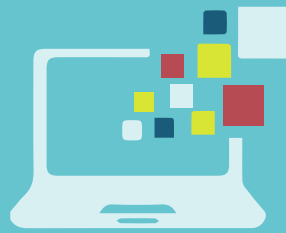
ACCEPTANCE FOR THE GRANTEE

Deane E. Supter

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

12/9/2022

Date



Competitive Application Package
for operating the

SOUTH CAROLINA BUSINESS ADVANCEMENT CENTER



SUBMITTED TO:

SC Department of Commerce

SUBMITTED BY:

DESA, Inc.
400 Percival Road | Columbia, SC 29206
803.743.1124
dianes@desainc.com
DESAInc.com

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I. Executive Summary

DESA Inc. is honored to be able to submit our proposal for continuation of our contract operating the State of South Carolina's Advancement Center. For more than 36 years, DESA has been managing and supporting varied sized multidisciplinary projects. Over the years our work has grown in complexity and diversity allowing us to develop both significant in-house experience in managing complex and concurrent programs and to develop a partnering working relationship, with strategic team members who help us achieve a shared goal. The projects we started last year, via SC State funding, followed this same pattern.

In addition, DESA has over the years, enhanced its in-house capabilities, by developing and recruiting a cadre of specialists that can meet various technical and managerial mandates from engineering and staffing to evaluation. With the established performance record of our own key personnel coupled with the expertise of our consultants and subcontractors, DESA will continue to provide an award-winning and passionate team that is capable, committed, and ready to support the State of South Carolina Department of Commerce.

More significantly, DESA is uniquely qualified to perform this contract, because we are no stranger to fundraising, cost-sharing and matching requirements of federal and non-federal projects. We have a performance history in meeting and exceeding financial mandates, with financial records audited and approved by more than one federal agency.

Our team looks forward to the opportunity of continuing this requirement, knowing whatever challenges we face in achieving this goal will be a team effort in support of the State of South Carolina's goals to make a lasting generational impact that will provide opportunities not only for today and tomorrow, but throughout the future.

Background/Overview

On October 1, 2022, DESA accepted an extension of assignment from the South Carolina Department of Commerce to continue implementing strategies and programs that will add value to the state's innovative and transformative roadmap toward future economic growth and creating a 21st century STEM educated workforce. To continue its strides of restoring and revitalizing underserved/disadvantaged communities to the tax base, DESA has identified additional areas of focus.

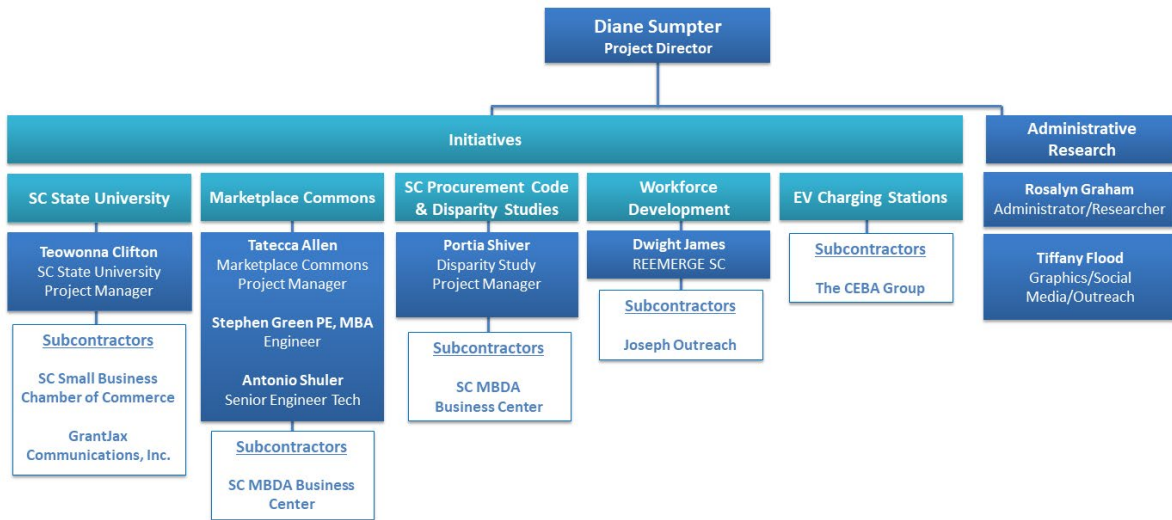
Effective collaboration with city, county, state, federal, nonprofit, and private organizations, affords DESA, Inc., the information and expertise to continue to create, develop and implement initiatives that include, but are not limited to:

- *STEM Educational Workforce*
- *Economic & Community Development*
- *Business Development*
- *Technological Innovation*

Strategic Partnerships & Subcontractors

To continue its success, DESA has identified community partnership that are vital to the development and progress of this project. Subcontractors such as Joseph Outreach, The CEBA Group, Chao & Associates, Outen Management & Consulting, SC Small Business Chamber of Commerce, GrantJax Communication, LLC, Tydings & Rosenberg, LLP, as well as Deborah A. Snow Architect Design & Consultation, all play a significant role in the achievement seen through this program.

Organizational Chart



II. Projects in Progress

This section updates each of the four projects with a summarized description, management and technical approach, development, and business planning for achieving each project’s statement of work.

A. SC State University Civil Engineering Program *STEM Educated Workforce*

The South Carolina Department of Employment and Workforce issued a 2020 SC Economic Analysis Report identifying thousands of opportunities for careers in STEM-related fields. Growth is projected to be over 15% across a 10-year period in the professional, scientific, and technical services sector. To meet the demands, two ingredients are necessary: STEM Educators and employees with STEM-related skills.



There is a lack of minority engineers. Consequently, there are fewer opportunities for minority engineers to establish engineering firms, providing skills and services to the marketplace, adding to the tax base, and creating employment. To address this problem DESA established an initiative to create additional educational opportunities for minority students to receive a degree in civil engineering, in partnership with a historically black institution, South Carolina State University, SCSU. During its first funded year, DESA created strategies and explored pathways for SC State University's civil engineering program to obtain full accreditation, via the Accrediting Board of Engineering Technicians, ABET. This would allow graduates from SCSU, now and in the future to be able to gain licensure.

DESA's yearlong collaboration with the State of SC, SC State, accrediting bodies, federal, state, and local legislators as well as other stakeholders resulted in a November 2022 campus visit by the ABET. This is part of the effort for certifying and approving the SCSU program, which would make it the 5th school and the only historically black college or university with this program.

Among its other activities: DESA has assisted the university in acquiring a consultant who is dedicated to successfully guiding the institution through the accreditation process. This consultant has provided an evaluation of the progress of the program and outlined the path to accreditation. By September 2023, the program should be formally notified of the accreditation action via the Final Statement to SC State.

During this second funded year, there are additional actions that must be taken for successful adoption of the program, including but not limited to:

1. Update the Undergraduate Catalog
2. Promote the new degree program
3. Recruit new students
4. Obtain program scholarships
5. Seek internship opportunities
6. Establish an advisory board
7. Recruitment an enrollment of additional students
8. Financing and acquisition for three additional staff members

This initiative will also have a positive impact on SC's STEM workforce development. As more students graduate with civil engineering degrees, this will help fulfill SC's need for professional engineers and add to the number of such businesses, operating in the state and have a domino effect on related and supportive firms. Overall, SC will be more competitive and skilled for today and tomorrow.

B. Food Desert: The Congaree Marketplace *Economic & Community Development*

The Bluff Road area of Richland County at Congaree Pointe has not only been identified as an impoverished area but is considered a food desert as well. The residents have a challenging time gaining access to healthy appropriate food choices. While reading an article, *Cooking Up Economic Development*, in the SC Municipal Association's magazine, Diane Sumpter, President of DESA, Inc. recognized that this type of project might be ideal to develop the Bluff Road area, adding to recent developments of the area, including two housing complexes.

Utilizing an 8.81-acre lot in the area, the space would be divided into: a Farmer's Market, a commercial kitchen, and charging stations for electric vehicles. The facility would also include an auditorium and multi-use space capable of hosting events such as weddings, receptions, and intimate gatherings.

DESA's objectives and delivery strategies are based on inclusive and sustainable growth and development – combining governments and markets in agriculture and food service through public-private partnerships and market-driven processes. The Business Center's focus is on strengthening the livelihoods of smallholder farmers, producers, and related businesses within commodity supply chains, reducing environmental footprints, and facilitating public-private partnerships to reduce poverty, increase incomes and engage the private sector in economic and community development.

DESA has organized a team with architects, contractors, engineers, and landscapers to design and execute a project that will not only be useful but also innovative. The status is that the designated acreage has been acquired by an investor who is in negotiations with the Columbia Empowerment Zone, CEZ and the City of Columbia to acquire the property. This project will restore a blighted area to production and the tax rolls, while simultaneously alleviating the food desert. Construction will begin to erect phase one, during the upcoming year.

C. SC Procurement Code, Article 21 & Disparity Study *Economic and Community Development*

The SC Code of Laws Article 21 states that the General Assembly takes a leadership role in setting procedures that will result in awarding contracts and subcontracts to minority business firms. However, both the numbers of participant firms, as well as contracts and dollar values continue to be disproportionate to equitable representation in the state. To increase economic development statewide, DESA is recommending redesign of the procurement and state assistance programs for the 21st century. These revisions should help stimulate growth in STEM economy and workforce that South Carolina would like to increase.

To leverage existing efforts and implement more successful strategies, the following actions are in progress, or have been completed:

1. DESA administered a survey to woman and minority owned firms in SC to gather feedback on whether the certification resulted in contracts for their businesses.
 - a. The straw poll showed that 61% of businesses that responded stated that the certification did not help them obtain contracts.

2. DESA consulted with Tydings & Rosenberg LLP for advice and counsel to prepare the State to conduct a state-wide disparity study.
 - a. Attorney Franklin Lee, who has written the scope of work for three SC disparity studies (SCDOT, City of Columbia, and City of Charleston) prepared a report with recommendations for a disparity study.

3. DESA hopes to identify ways to collaborate with the SC Commission on Minority Affairs.
 - a. DESA met with the SC Commission on Minority Affairs to discuss the usefulness of conducting a disparity study.
 - b. DESA will review the SC Code of Laws Article 21

4. DESA has constructed a letter of request for state agencies in compliance with the Freedom of Information Act to obtain how agencies are tracking their usage and assistance to minority owned business.
 - a. Beginning early fourth quarter, letters will be issued to the Procurement/FOIA officers
 - b. Information from each agency will be collected to determine how minority businesses are being assisted.

D. South Carolina MBDA Business Center
Business Development

The fourth initiative is DESA facilitating collaborative funding between the U.S. Department of Commerce for the South Carolina MBDA Business Center. The MBDA Center will collaborate with the Advancement Center, which contributes \$25,000 to its funding to support businesses engaged in STEM and new technologies, such as engineering and charging stations. This funding will continue to enable DESA to provide business development services and technical assistance to minority-owned businesses statewide, helping them to increase revenues and profits. The center will identify new business opportunities targeting large-scale investments and high-growth industries, specifically agriculture, engineering, advanced manufacturing, industrial construction, emerging technology, and exporting.

With DESA's track record of providing technical assistance to minority-owned businesses, the South Carolina MBDA Business Center is uniquely positioned to help South Carolina businesses grow in complementary fashion to other small, women-owned, and disabled veteran firms individually and collectively as well as through partnering with larger corporations. In addition, these firms bring new ideas, products, and skills to the marketplace, improve, and restore previously blighted areas to the tax rolls and not only provide employment in the state, but expand the tax base to help South Carolina grow and prosper.

E. EV Charging Station

Technological Innovation

As of 2022, nine of the twenty largest car manufacturers globally are producing seventy-eight models of Electric Vehicles. Electric Vehicles are becoming increasingly popular with consumers and business alike. Currently South Carolina has 17,000 electric vehicles registered. With charging stations installed in their home, majority of those drivers must ensure that they are able to access charging stations if needed while traveling.

South Carolina's quest to become EV equipped is not going to be an easy one, but DESA is prepared to take the journey.

To continue development, DESA has identified community partnership that are vital to the execution and progress of this project. Subcontractors such as Joseph Outreach, The CEBA Group, Chao & Associates, Outen Management & Consulting, SC Small Business Chamber of Commerce, GrantJax Communication, LLC, Tydings & Rosenberg, LLP, as well as Deborah A. Snow Architect Design & Consultation, all play a significant role in the achievement seen through this program.

This past year, consultants have hosted numerous meetings with SC based, Future Fuels, an electronic charging stations manufacturer, and the partners have identified five (5) sites across the state that are ready to begin work once the infrastructure bills are signed. A brief descriptive overview of these sites follows:

Proposed Charging Sites

Santee Site

- Address: Need Physical Address of location
- Utility Company: We have been in touch with DPU it is not within their service, it is within Dominion's service area therefore they need the physical address so they can move forwards with us
- Plan: Need a decision on how many chargers and what models we are installing (19.2kW, 30kW, 60kW, 150kW), We are happy to put together a suggested plan once the site plans are on hand
- Option 1: (Meets Nevi) (4) 150kW, (2) 30kW, (2) 19.2kW
- Option 2: (Non-Nevi) (3) 60kW, (3) 30kW, (2) 19.2 kW
- Need building plans for the site as to the location for the chargers so that Install team can give us price for installation to put together with the price of chargers for the project

Irmo Site: Boat/RV Storage

- Address: 113 Sease Rd, Irmo, SC 29063
- Utility Company: Mid-Carolina, contact at Mid-Carolina has said getting power to the site is not an issue they are looking into the property to see what we are going to need
- Plans: We need a copy of the building plans; we need a solidified plan as to location for the chargers and what models are wanted for this site like previous options laid out before
- Options 1: (4) 150kW, (2) 30kW (Meets Nevi)
- Option 2: (4) 30kW, (2) 60kW

Congaree Pointe

- Address: Need Physical Address of location
- Utility Company: Dominion's service area therefore they need the physical address so they can move forwards with us
- Plan: Need a decision on how many chargers and what models we are installing (19.2kW, 30kW, 60kW, 150kW), We are happy to put together a suggested plan once the site plans are on hand
- Option 1: (Meets Nevi) (4) 150kW, (2) 30kW, (2) 19.2kW
- Option 2: (Non-Nevi) (3) 60kW, (3) 30kW, (2) 19.2 kW
- Need building plans for the site as to the location for the chargers so that Install team can give us price for installation to put together with the price of chargers for the project

City of Columbia Parking Garages

- 11 parking garages, which are operating 28 EV charging stations
- 4 of those stations are non-operational
- None of the twenty-four that are operational are collecting fees for charging. Instead, EV owners pay to park and receive free charging
- All the current stations in these garages are 30-amp (6.6kW/h) chargers. This is the slowest charging level 2 commercial charger on the EV market.

Future Initiatives

- a. Returning Citizens
- b. Broadband Technology
- c. Allen University Teaching Certification

III. Conceptual Stage of New Projects for 2023

DESA has identified several companion and related projects that would enhance and further promote the SC Advancement Center's progress in 2023. A brief synopsis on these new projects follows:

- 1) Infrastructure Readiness
- 2) Work force development
 - a) Training. MTC quick jobs.
 - b) Sc apprenticeship
 - c) Trade fairs.
 - d) Advertising on Handshake
 - e) Department Employment Workforce
- 3) Returning citizens.
 - a) Training. Entrepreneurial education
- 4) Broadband - work with rural areas to discuss increase broadband and to ensure inclusion of diverse businesses.
- 5) Allen University - explore developing a training program for non-licensed persons in classroom to address teacher shortage.

Details on Infrastructure Readiness follows: (DESA will submit details on others as they are developed.)

Infrastructure Readiness

The infrastructure readiness initiative's goal is to identify and develop businesses in the areas of; IT (Information technology), Engineering, and other emerging industries such as manufacturing, aviation, cybersecurity, agriculture, electric motor vehicles, and biotechnology, just to name a few.

1. Drones

Drone technology has become much more popular over the years. Though this technology has been around for quite some time it has made only begun to make its mark in the civilian and business arenas with in the last two decades. Companies such as Amazon, Walmart, and UPS are all utilizing drones for delivery options.

In South Carolina, DESA has identified ND3 Drone Academy as an accredited institution for drone pilot certifications. Owner and operator, Nat Durant, is a 20-year US Army Retired Officer with more than ten years R/C flight experience, par 107 sUAS Pilot and has significant experience in modeling and simulations. FAA approved, ND3 Drone Academy prepares its students for the FAA exam and provides the basics of fixed wing and multirotor copters, standard flight control systems, as well as autonomous systems and flight plan prep. The certified instructor also provides the students with simulated and live flight demonstrations.

Progress:

DESA continues to identify partnerships to bring training opportunities to the forefront for small businesses. SCDOT will also be providing training courses for drones.

2. Main Water Line & Meter Installation

In collaboration with the City of Columbia and Corley Construction, DESA has assisted in the CDBE Enhancement Program that assists certified utility contractors in becoming approved tap providers for the city of Columbia. The initiative was created by Mayor Daniel Rickermann to address the deficit of minority and women approved providers.

DESA has worked tirelessly reviewing the city's list of approved providers and CDBE certified businesses to identify what companies would be ready or near the finish line of acquiring all needed credentials.

Months of work went into developing and producing a live presentation that interested contractors were able to attend and view a tap being performed correctly. At that meeting, Mayor Rickermann spoke on his dedication on evolving the program to be more inclusive and diverse. Assistant City Manager of Water, Clint Shealy spoke on the needed for licensed and approved utility contractors and urged the contractors to stay informed and begin to work on requirements so that they can apply for opportunities. At the time of the presentation, there was more work than approved contractors available.

The CDBE Subcontractor Program, a program created to partner approved main water line and meter installation utility contractors with contractors that have been licensed and CDBE certified but have yet to obtain the five city inspected taps needed. It is with great hopes that this initiative alleviates some of the obstacles that are felt by the contractors.

DESA has been able to confirm three partnerships that are ready to begin projects and one partnership that is pending. Confirmed partnerships are:

- (1.) Corley Construction & Carolina Bore & Tap
- (2.) AOS Specialty Contractors & GH Smith Construction
- (3.) Capital City Utilities & Lake Murray Utilities

Pending:

(3.) Master Builder Constructors and McClam & Associates

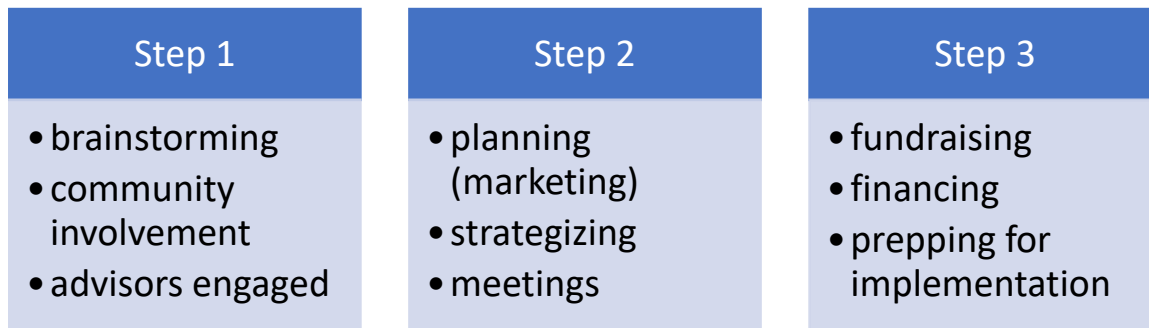
DESA and City of Columbia Office of Business Opportunity reassured the companies that they were available for assistance with applications, knowledge in any way needed.

Progress:

DESA appeared before the Economic Development Committee to provide an overview of the program. Councilpersons agreed that the progress of the program has evolved immensely, and the efforts put into utility contractors should also be extended across the entire CDBE List. DESA plans to continue its efforts with the CDBE list to ensure that all certified contractors are being afforded the opportunity to bid for quality work throughout the city.

IV. Technical Approach to Projects

DESA engages in a 3-step planning and development process for projects:



A. Planning

Shortly after contract award, our team will prepare and provide a strategic plan report that details the processes and procedures required for project development before, during, and after the operations start. This plan will serve as a road map for managing all aspects of the project’s development and will ensure its success.

B. Financing

Financial viability is necessary for obtaining project objectives and, ultimately, ensuring sustainability. DESA will work to establish a cadre of partners who are willing to and have historically provided financial support in each of the project areas. This does not mean that these projects future stability should depend solely on these specific partners. Our team will need to

expand the current base of sponsoring partners to include a broader range of donors. By doing this, there are several challenges that our team plans to overcome:

1. *Transition of some operations from private to non-profit organization*
2. *Financial objections of large potential donors*
3. *Poor economy.*
4. *Workforce*

To be able to meet these challenges, DESA and its project sponsors will immediately begin an aggressive outreach effort with potential donors/investors. Potential investors may include city, county, and state municipalities, as well as the federal government; agricultural organizations; university programs; professional associations; private businesses and others with an interest in supporting South Carolina's growth.

We plan to take advantage of this year's contract by demonstrating to potential partners their potential return on investment from working with the State and DESA, such as: exposure and interaction with developers, and professionals on the cutting-edge of economic development, in several fields.

To develop donors and contributors, DESA will be responsible for:

- *Performing thorough investor/donor research.*
- *Creating a "Hit List" in coordination with the State Department of Commerce*
- *Identifying individuals with investment relationships who can help with the recruitment of additional investors.*
- *Following up with each prospect to close the agreement.*
- *Communicating regularly with donor/investor base.*
- *Performing on-site donor/investor management to assure satisfaction.*
- *Invoicing, tracking payments and managing all financial records.*

C. Marketing Plan

DESA will exhaust all marketing approaches as well as the proposal of other innovative strategies designed to maximize funding and fully publicizing and promoting each project.

With that said, our team will strive to increase awareness on these projects through an effective public relations and advertising/marketing campaign. We will focus our marketing strategy through five primary categories:

- *Research*
- *Publications/Collateral*
- *Website Management/E-marketing*
- *Media Relations*
- *Social Media and other Technology (mass texting)*

Through effective integrated advertising/marketing campaigns, media placements and pro-active public relations efforts, we will communicate the State of South Carolina's equitable growth agenda to the media, professionals, businesses, researchers, and major industry.

With DESA's extensive background in marketing, advertising, public relations, and communication, we are the ideal contractor for creating and implementing marketing strategies and assuring the accuracy of all written documents for the State of South Carolina. Additionally, our team is well versed in creating, projecting, and implementing large marketing strategies and plans using the most advanced technology and social media sites to ensure that the sponsor, investor, and customer lists are maximized. In addition, we will coordinate press coverage and handle media relations with the goal of promoting the overall developmental growth message.

A few innovative ideas that will enhance the marketing and **DESA's** overall project strategy include:

1. *Take advantage of new technology-based applications, programs, and vehicles.*
2. *Have sponsors include their constituents in marketing outreach.*
3. *Create tailored messages for individual target markets.*

Exhibit 2—Marketing Keys

- Innovative marketing strategies/materials.
- Technology-driven promotions, with advanced ability to disseminate information.
- Audience- and objective-based product development.
- Opportunity to reach large audiences.
- Expert marketing staff with years of education and experience.



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 of 2022 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
\$600,000.00	P320 - Department of Commerce	SC Business Advancement Center

Organization Information

Entity Name	DESA, Inc.
Address	400 Percival Road
City/State/Zip	Columbia, SC 29206
Website	www.desainc.com
Tax ID#	57-0816144
Entity Type	Private Entity

Organization Contact Information

Contact Name	Diane E. Sumpter
Position/Title	President and CEO
Telephone	803-730-6466
Email	dianes@desainc.com

Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
Personnel Services	\$232,518	
Contractual Services	\$154,543	
General Administration	\$174,232	
Overhead	\$38,707	
Grand Total	\$600,000.00	

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

This program has several pieces: (1) SC State University Civil Engineering Program, (2) Food Desert: The Congaree Marketplace, (3) SC Procurement Code, Article 21 & Disparity Study, (4) South Carolina MBDA Business Center and (5) EV Charging Station

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.

Diane E. Sumpter

Organization Signature

President

Title

Diane E. Sumpter

Printed Name

12/9/2022

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 of 2022.
- 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, 2023.
- 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 of 2022.
- 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, 2023.

Chris Huffman

Agency Head Signature

12/13/2022

Date

Chris Huffman

Printed Name

Florence County Industrial Park East

\$ 3,400,000

SECTION J

No Executed agreement

Scranton Industrial Park

\$ 1,100,000

SECTION K

No Executed agreement

Florence County Industrial Park West

\$ 4,275,000

SECTION L

No Executed agreement

Greenbrier Resources Community

Development Center

\$ 50,000

SECTION M

No Executed agreement

Town of Lamar Economic Development

\$ 150,000

SECTION N

No Executed agreement

SC Rural Community and Workforce Development

\$ 211,000

SECTION O

No Executed agreement

Palmetto Goodwill

\$ 500,000

SECTION P

No Executed agreement