

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 65,000.00	\$	\$ 65,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 5,436,000.00	\$	\$ 5,436,000.00
3. Relocation expenses and payments	\$ 0.00	\$	\$ 0.00
4. Architectural and engineering fees	\$ 0.00	\$	\$ 0.00
5. Other architectural and engineering fees	\$ 395,200.00	\$	\$ 395,200.00
6. Project inspection fees	\$ 0.00	\$	\$ 0.00
7. Site work	\$ 286,500.00	\$	\$ 286,500.00
8. Demolition and removal	\$ 0.00	\$	\$ 0.00
9. Construction	\$ 1,470,000.00	\$	\$ 1,470,000.00
10. Equipment	\$ 15,239,990.00	\$	\$ 15,239,990.00
11. Miscellaneous	\$	\$	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 22,892,690.00	\$ 0.00	\$ 22,892,690.00
13. Contingencies	\$	\$	\$ 0.00
14. SUBTOTAL	\$ 22,892,690.00	\$ 0.00	\$ 22,892,690.00
15. Project (program) income	\$	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 22,892,690.00	\$ 0.00	\$ 22,892,690.00
FEDERAL FUNDING			

17. Federal assistance requested, calculate as follows:
(Consult Federal agency for Federal percentage share.) Enter the resulting Federal share. Enter eligible costs from line 16c Multiply X %

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	*TITLE <i>Network Technology Director</i>
*APPLICANT ORGANIZATION <i>City of Charlotte, NC</i>	*DATE SUBMITTED <i>3/26/2010</i>

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 37,291 .00	\$.00	\$ 37,291 .00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 4,077,000 .00	\$.00	\$ 4,077,000 .00
3. Relocation expenses and payments	\$.00	\$.00	\$ 0 .00
4. Architectural and engineering fees	\$ 275,662 .00	\$.00	\$ 275,662 .00
5. Other architectural and engineering fees	\$.00	\$.00	\$ 0 .00
6. Project inspection fees	\$.00	\$.00	\$ 0 .00
7. Site work	\$ 286,500 .00	\$.00	\$ 286,500 .00
8. Demolition and removal	\$.00	\$.00	\$ 0 .00
9. Construction	\$ 1,176,000 .00	\$.00	\$ 1,176,000 .00
10. Equipment	\$ 15,239,990 .00	\$.00	\$ 15,239,990 .00
11. Miscellaneous	\$.00	\$.00	\$ 0 .00
12. SUBTOTAL (sum of lines 1-11)	\$ 21,092,443 .00	\$ 0.00	\$ 21,092,443 .00
13. Contingencies	\$.00	\$.00	\$ 0 .00
14. SUBTOTAL	\$ 21,092,443 .00	\$ 0.00	\$ 21,092,443 .00
15. Project (program) income	\$.00	\$.00	\$ 0 .00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 21,092,443 .00	\$ 0.00	\$ 21,092,443 .00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>79.19</u> %		\$ 16,702,490.00

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date 07/30/2010

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	*TITLE Network Technology Director
*APPLICANT ORGANIZATION Charlotte, N.C.	*DATE SUBMITTED 6/18/10

BTOP Comprehensive Community Infrastructure Detailed Budget

Please complete the General Budget Overview and Detailed Project Costs worksheets.

Please refer to the Comprehensive Community Infrastructure Grant Guidance for detailed instructions on the completing this upload.

Applicants are required to provide this upload as an Excel file, and not to convert it to a PDF prior to upload. Applicants should not alter the layout of the provided templates, except to insert additional line-items as needed in the Detailed Project Costs worksheet.

Important Update - 3/19/2010: This template has been updated with the addition of a new column in the Detailed Project Costs worksheet. The new column, titled "Cash Match Percentage" allows Applicants to specify the percentage of the line item cost the will be provided by the cash match. This column is only relevant if "Cash Match" is selected in column C (the "Match" column). If "Cash Match" is selected in column C, Applicants should specify a percentage in the Cash Match Percentage field--100% means that the line item will be paid for entirely from the cash match, 0% means that it is paid for entirely from the federal request, any other amount will allocate the costs between the federal request and the cash match.

Note that *it is not required for Applicants to use this updated template*. Applicants that submit their detailed budget using the previously available template will not be penalized. In the previous version of this template, selecting "Cash Match" in column C indicates that 100% of the line item cost will be paid from the cash match.

General Budget Overview

Budget	Federal Funding Request	Matching Funds (Cash)	Matching Funds (In-Kind)	Budget TOTAL	Last Mile Allocation	Middle Mile Allocation	Allocated TOTAL
Network & Access Equipment (switching, routing, transport, access)	\$15,239,990			\$15,239,990		\$15,239,990.00	\$15,239,990
Outside Plant (cables, conduits, ducts, poles, towers, repeaters, etc.)	\$1,176,000			\$1,176,000		\$1,176,000.00	\$1,176,000
Buildings and Land – (new construction, improvements, renovations, lease)	\$286,500		\$4,077,000	\$4,363,500		\$4,363,500.00	\$4,363,500
Customer Premise Equipment (modems, set-top boxes, inside wiring, etc.)				\$0			\$0
Billing and Operational Support Systems (IT systems, software, etc.)				\$0			\$0
Operating Equipment (vehicles, office equipment, other)				\$0			\$0
Engineering/Professional Services (engineering design, project management, consulting, etc.)			\$312,953	\$312,953		\$312,953.00	\$312,953
Testing (network elements, IT system elements, user devices, test generators, lab furnishings, servers/computers, etc.)				\$0			\$0
Site Preparation				\$0			\$0
Other				\$0			\$0
TOTAL BROADBAND SYSTEM:	\$16,702,490	\$0	\$4,389,953	\$21,092,443	\$0	\$21,092,443	\$21,092,443
Cost Share Percentage:	79.19%	0.00%	20.81%				

DETAIL OF PROJECT COSTS

PLEASE COMPLETE THE TABLE BELOW FOR THE DIFFERENT CATEGORIES OF EQUIPMENT THAT WILL BE REQUIRED FOR COMPLETING THE PROJECT. EACH CATEGORY SHOULD BE BROKEN DOWN TO THE APPROPRIATE LEVEL FOR IDENTIFYING UNIT COST

	Match (Cash/In-kind)	Cash Match Percentage	Unit Cost	No. of Units	Total Cost	Last Mile Allocation	Middle Mile Allocation	Allocated Total	SF-424C Budget Category	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT					\$15,239,990	\$0	\$15,239,990	\$15,239,990		
Switching	LTE eNodeB Switch/L3 Switch		\$65,000.00	30	\$1,950,000		\$1,950,000.00	\$1,950,000	10. Equipment	Applies to new and existing tower locations.
	LTE Core: WBTGW/WBC700		\$1,875,000.00	1	\$1,875,000		\$1,875,000.00	\$1,875,000	10. Equipment	
					\$0			\$0		
Routing	EPC Network Routing for Core		\$700,000.00	1	\$700,000		\$700,000.00	\$700,000	10. Equipment	
	EPC Network Routing for sites		\$30,833.00	30	\$924,990		\$924,990.00	\$924,990	10. Equipment	Applies to new and existing tower locations.
					\$0			\$0		
Transport	Motorola PTP600 5.8 Ghz		\$35,000.00	30	\$1,050,000		\$1,050,000.00	\$1,050,000	10. Equipment	Applies to new and existing tower locations.
					\$0			\$0		
					\$0			\$0		
Access	LTE700 Mhz Antenna Networks		\$28,000.00	30	\$840,000		\$840,000.00	\$840,000	10. Equipment	Applies to new and existing tower locations.
					\$0			\$0		
					\$0			\$0		
Other	LTE site Cabinets/wiring		\$20,000.00	30	\$600,000		\$600,000.00	\$600,000	10. Equipment	Applies to new and existing tower locations.
	LTE Power Site Converters		\$50,000.00	30	\$1,500,000		\$1,500,000.00	\$1,500,000	10. Equipment	Applies to new and existing tower locations.
	Systems Integration/Installation		\$5,800,000.00	1	\$5,800,000		\$5,800,000.00	\$5,800,000	10. Equipment	
OUTSIDE PLANT					\$1,462,500	\$0	\$1,462,500	\$1,462,500		
Cables					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Conduits					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Ducts					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Poles					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Towers	(24) 80' Monopole Towers		49000	24	\$1,176,000		\$1,176,000.00	\$1,176,000	9. Construction	
					\$0			\$0		
					\$0			\$0		
Repeaters					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Other	Tower site civil work/installation		6975	30	\$209,250		\$209,250.00	\$209,250	7. Site work	Applies to new and existing tower locations.
	Electrical Work		2575	30	\$77,250		\$77,250.00	\$77,250	7. Site work	Applies to new and existing tower locations.
					\$0			\$0		

		Match (Cash/In-kind)	Cash Match Percentage	Unit Cost	No. of Units	Total Cost	Last Mile Allocation	Middle Mile Allocation	Allocated Total	SF-424C Budget Category	Support of Reasonableness
BUILDINGS						\$0	\$0	\$0	\$0		
New Construction						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Pre-Fab Huts						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Improvements &						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Other						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
CUSTOMER PREMISE EQUIPMENT						\$0	\$0	\$0	\$0		
Modems						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Set Top Boxes						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Inside Writing						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Other						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
BILLING SUPPORT AND OPERATIONS SUPPORT SYSTEMS						\$0	\$0	\$0	\$0		
Billing Support						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Customer Care						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Other Support						\$0			\$0		
						\$0			\$0		
						\$0			\$0		

		Match (Cash/In-kind)	Cash Match Percentage	Unit Cost	No. of Units	Total Cost	Last Mile Allocation	Middle Mile Allocation	Allocated Total	SF-424C Budget Category	Support of Reasonableness
OPERATING EQUIPMENT						\$0	\$0	\$0	\$0		
Vehicles						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Office Equipment /						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Other						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
PROFESSIONAL SERVICES						\$312,953	\$0	\$312,953	\$312,953		
Engineering						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Project	Project Lead	In-kind Match		61.53	2080	\$127,982		\$127,982.40	\$127,982	4. Architectural and engr.	
	Project Manager	In-kind Match		71	2080	\$147,680		\$147,680.00	\$147,680	4. Architectural and engr.	
						\$0			\$0		
Consulting						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Other	Attorney	In-kind Match		85.71	200	\$17,142.00		\$17,142.00	\$17,142	1. Admin and Legal	
	Financial Administrative II	In-kind Match		44.67	208	\$9,291		\$9,291.36	\$9,291	1. Admin and Legal	
	Financial Administrative I	In-kind Match		34.8	312	\$10,858		\$10,857.60	\$10,858	1. Admin and Legal	
TESTING						\$0	\$0	\$0	\$0		
Network						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
IT System						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
User Devices						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Test Generators						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Lab						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
Servers/Computer						\$0			\$0		
						\$0			\$0		
						\$0			\$0		

		Match (Cash/In-kind)	Cash Match Percentage	Unit Cost	No. of Units	Total Cost	Last Mile Allocation	Middle Mile Allocation	Allocated Total	SF-424C Budget Category	Support of Reasonableness
OTHER UPFRONT COSTS											
Site	Site acquisition	In-kind Match		135,900	30	\$4,077,000	\$0	\$4,077,000	\$4,077,000	2. Land, structures	
						\$0			\$0		
						\$0			\$0		
Other						\$0			\$0		
						\$0			\$0		
						\$0			\$0		
PROJECT TOTAL:						\$21,092,443	\$0	\$21,092,443	\$21,092,443		

SF-424C Cross-check Totals	
1. Admin and Legal	\$37,291
2. Land, structures	\$4,077,000
3. Relocation expenses	\$0
4. Architectural and engr.	\$275,662
5. Other archit. and engr.	\$0
6. Inspection fees	\$0
7. Site work	\$286,500
8. Demolition/removal	\$0
9. Construction	\$1,176,000
10. Equipment	\$15,239,990
11. Misc.	\$0

Matching Contribution Cross-check Totals	
Federal Funding Request	\$16,702,490
Cash Match Contribution	\$0
In-kind Match Contribution	\$4,389,953

79.18708001214710%

Approach to allocating Last Mile and Middle Mile costs:
This is a middle mile project.

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Charlotte City of

CharMeck Connect

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dennis Baucum Network Technology Services Director

SIGNATURE

DATE



5/21/10



Comprehensive Community Infrastructure Budget Narrative

Applicant Name: Charlotte, NC

EasyGrants Number: 6251

Organization Type: Municiple Government

Proposed Period of Performance: 2010 - 2013

Total Project Costs: \$21,092,443

Total Federal Grant Request: \$16,702,490

Total Matching Funds (Cash): \$

Total Matching Funds (In-Kind): \$4,389,953

Total Matching Funds (Cash + In-Kind): \$4,389,953

Total Matching Funds (Cash + In-Kind) as Percentage of Total Project Costs: 20.81%

1. Administrative and legal expenses - \$37,291

- One City of Charlotte attorney to provide contract review and partnership document development.

- IN-KIND Source 1. Cost is calculated using standard legal rate X expected hours. The current rate is \$85.71/hr and it is expected that 200 hrs will be utilized for this project. This salary is paid directly from the City operating budget.

- Financial Administrative I is responsible for reviewing and coordination of all Financial Statements that are required for financial reporting back to NTIA and items related to the City CAFR. The current rate is \$44.67/hr and it is expected that 208 hrs will be utilized for this project.

- Financial Administrative II is responsible for the Coordination of invoice payments, asset management, and project balance tracking for reporting purposes to NTIA and City Finance. The current rate is \$34.80/hr and it is expected that 312 hrs will be utilized for this project.

Attorney	In-kind Match		85.71	200	\$17,142
Financial Administrative II	In-kind Match		44.67	208	\$9,291
Financial Administrative I	In-kind Match		34.80	312	10,858



2. Land, structure, rights-of-way, appraisals, etc. - \$4,077,000

- This cost is to acquire the necessary site access for the placement of towers to support the wireless broadband network. The project will be entering into a 5yr initial lease to support the network. This is anticipated as an on-goig cost.

- IN-KIND Source 1. Cost is calculated using the current market rates for leasing property and tower access rights at a monthly rate multiplied by the initial 60 month term.

Site acquisition	In-kind Match		135,900	30	\$4,077,000
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3. Relocation expenses and payment - \$0

4. Architectural and engineering fees - \$275,662

- IN-KIND The \$275,662. This Cost is derived using current market rates budgeted and paid for by a City of Charlotte Project Lead position and for a Mecklenburg County Project Manager position for an expected 1040 hours per year for 2 years at a rate of \$61.53/hr (Project Lead) and \$71/hr (Project Manager) respectively.

Staff In-Kind Match	Hours	Years	Rate	Total Cost
Project Lead	1040	2	\$61.53/hr	\$127,982
Project Manager	1040	2	\$71/hr	\$147,680
TOTAL:				\$275,662

5. Other architectural and engineering fees - \$0

6. Project inspection fees - \$0

7. Site work - \$286,500

- Average costs for site preparation work needed at all 30 sites.

Tower site civil work/installation			6975	30	\$209,250
Electrical Work			2575	30	\$77,250

8. Demolition and removal - \$0

9. Construction - \$1,176,000

- Procurement and installation of 24 monopole towers to support the deployment of the wireless access nodes.

(24) 80' Monopole Towers			49000	24	\$1,176,000.00
--------------------------	--	--	-------	----	----------------

10. Equipment - \$15,239,990

- This is to construct LTE system at all 30 site locations.

LTE eNodeB Switch/L3 Switch			\$65,000.00	30	\$1,950,000
LTE Core: WBTGW/WBC700			\$1,875,000.00	1	\$1,875,000
					\$0



EPC Network Routing for Core			\$700,000.00	1	\$700,000
EPC Network Routing for sites			\$30,833.00	30	\$924,990
					\$0
Motorola PTP600 5.8 Ghz			\$35,000.00	30	\$1,050,000
					\$0
					\$0
LTE700 Mhz Antenna Networks			\$28,000.00	30	\$840,000
					\$0
					\$0
LTE site Cabinets/wiring			\$20,000.00	30	\$600,000
LTE Power Site Converters			\$50,000.00	30	\$1,500,000
Systems Integration/Installation			\$5,800,000.00	1	\$5,800,000

11. Miscellaneous - \$0

13. Contingencies - \$0

- Contingencies are an unallowable expenditures under BTOP.

15. Project (program) income - \$0

- The value for this line-item on the SF-424C is \$0. Please do not provide an estimated Project (program income) on the SF-424C.

Addendum

- Very few indirect costs are allowable through BTOP. If any allowable indirect costs and/or fringe benefits are included in the budget, please provide a copy of your existing Negotiated Indirect Cost Recovery Agreement (NICRA), if available. If the NICRA is applied accordingly in the budget, there is no need to justify the costs. If a NICRA is not available or is not consistent with the rates/calculations in the budget, please provide an explanation of how the amounts were calculated. Please clearly list the manner in which indirect costs are calculated in the budget.

Note: Verify that indirects are calculated correctly and are eligible BTOP costs.

To clarify, reasonable indirect costs under BTOP are only allowable for Full Time Employees (FTEs) associated with the construction, deployment, or installation of facilities or equipment used to provide broadband service.

\$275,662 of this category is estimated for Project Engineering Staff which consists of a Project Lead and a project manager.

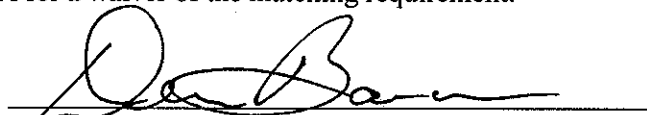
Staff	Hours	Years	Rate	Total Cost
Project Lead	1040	2	\$61.53/hr	\$127,982
Project Manager	1040	2	\$71/hr	\$147,680
TOTAL:				\$275,662

U.S. Department of Commerce
Broadband Technology Opportunities Program
Authentication and Certifications

1. I certify that I am the duly Authorized Organization Representative (AOR) of the applicant organization, and that I have been authorized to submit the attached application on its behalf.
2. I certify that I have examined this application, that all of the information and responses in this application, including certifications, and forms submitted, all of which are part of this grant application, are material representations of fact and true and correct to the best of my knowledge, that the entity(ies) that is requesting grant funding pursuant to this application and any subgrantees and subcontractors will comply with the terms, conditions, purposes, and federal requirements of the grant program; that no kickbacks were paid to anyone; and that a false, fictitious, or fraudulent statements or claims on this application are grounds for denial or termination of a grant award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. §1001 and civil violations of the False Claims Act.
3. I certify that the entity(ies) I represent have and will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders and programmatic rules and requirements relating to the project. I acknowledge that failure to do so may result in rejection or deobligation of the grant or loan award. I acknowledge that failure to comply with all federal and program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
4. I certify that the entity(ies) I represent has and will comply with all applicable administrative and federal statutory, regulatory, and policy requirements set forth in the Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements ("DOC Pre-Award Notification"), published in the Federal Register on February 11, 2008 (73 FR 7696), as amended; DOC Financial Assistance Standard Terms and Conditions (Mar. 8, 2009); the Department of Commerce American Recovery and Reinvestment Act Award Terms (Apr. 9, 2009); and any Special Award Terms and Conditions that are included by the Grants Officer in the award.
5. I certify that any funds awarded to the entity(ies) I represent as a result of this application will not result in any unjust enrichment of such entity(ies) or duplicate any funds such entity(ies) receive under federal universal service support programs administered by the Universal Service Administrative Corporation (USAC).
6. I certify that the entity(ies) I represent has secured access to pay the 20% of total project cost or has petitioned the Assistant Secretary of NTIA for a waiver of the matching requirement.

3/26/2010

Date


Authorized Organization Representative Signature

Dennis Baucum
Print Name

Network Technology Director
Title

BTOP Comprehensive Community Infrastructure Pro Forma Financial Projections

Please complete the Income Statement, Balance Sheet, Cash Flows, and NPV-IRR Table worksheets. Key assumptions used to formulate these financial projections should be listed in the Key Assumptions worksheet. Please note that these are **project-specific** projections, in contrast to the historical financial information which is provided at the organizational level.

Please refer to the Comprehensive Community Infrastructure Grant Guidance for detailed instructions on the completing this upload.

Applicants are required to provide this upload as an Excel file, and not to convert it to a PDF prior to upload. Applicants may make adjustments to the format of the templates as necessary to provide the most effective presentation of the data for their specific project, but should not remove major headings (*e.g.* Revenues and Expenses on the Income Statement) or provide less detailed information than would be required to complete the provided templates.

Income Statement

	Forecast Period							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Revenues								
Broadband Offerings								
Wholesale Data	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety	\$ -	\$ 337,500	\$ 1,261,250	\$ 1,933,750	\$ 2,122,500	\$ 2,169,375	\$ 2,241,250	\$ 2,285,100
Education	\$ -	\$ 135,000	\$ 879,000	\$ 1,753,500	\$ 1,993,500	\$ 2,079,000	\$ 2,176,500	\$ 2,250,000
Collocation	\$ -	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000	\$ 540,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 1,012,500	\$ 2,680,250	\$ 4,227,250	\$ 4,656,000	\$ 4,788,375	\$ 4,957,750	\$ 5,075,100
Expenses								
Backhaul	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Network Maintenance/Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leasing	\$ -	\$ 1,087,200	\$ 1,087,200	\$ 1,087,200	\$ 1,087,200	\$ 1,087,200	\$ 1,087,200	\$ 1,087,200
Customer Care	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Billing	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Other Operating Expense	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 1,672,200	\$ 1,672,200	\$ 1,672,200	\$ 1,672,200	\$ 1,672,200	\$ 1,672,200	\$ 1,672,200
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EBITDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earnings Before Interest and Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Income Before Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Income Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income	\$ -	\$ (659,700)	\$ 1,008,050	\$ (444,950)	\$ (16,200)	\$ 116,175	\$ 285,550	\$ 402,900

NPV/IRR Table

	Net Present Value	Internal Rate of Return
Without BTOP Funding		
With BTOP Funding		

Revenue Assumptions	
Factor	Specific Metric Used in Analysis
Customers Passed	
Anchor Institutions - Segment A	Subscriber estimate
Anchor Institutions - Segment B	Subscriber estimate
Businesses	
Households	
Last Mile Providers	
Other	
Take Rate (should likely vary across 8-Year Forecast)	
Anchor Institutions - Segment A	
Anchor Institutions - Segment B	
Businesses	
Households	
Last Mile Providers	
Direct Customer Connections	
Customer Segment A	
Customer Segment B	
Other	
Average Revenue per User (may vary across 8-year forecast)	
Anchor Institutions - Segment A	For public safety assumes a rate \$25/mo
Anchor Institutions - Segment B	For education assumes rate of \$15/mo
Businesses	none
Households	none
Last Mile Providers	none
Other	none

Expense Assumptions	
Factor	Specific Metric Used in Analysis
Network Expenses	
Backhaul	
Maintenance	

Utilities	
Leasing	60 month lease for property
Depreciation	beginning in year 3. this is a sinking fund for refresh
Other	
Sales & Marketing	
Advertising	none
Commissions	none
Salaries	none
Other	none
Customer Care & Billing	
Systems	
Personnel	
Other	
General & Administrative	
Professional Services	
Insurance	
Non-Network Utilities	
Travel	
Supplies	
Miscellaneous	
Interest Expenses	
Debt Instrument A	
Debt Instrument B	
Taxes	
Federal Tax Rate	
Other Tax Rates	

Rationale (Cite Basis)
subscriber adoption rate over the eight year period, by year.
subscriber adoption rate over the eight year period, by year.
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network
Public safety network

Rationale (Cite Basis)

Comprehensive Community Infrastructure Key Metrics Dashboard

Please refer to the CCI Grant Guidelines for instructions on completing this form.

Applicant Profile	
Applicant Name	City of Charlotte, NC
Title	ConnectMeck
Easygrants ID	6251
Headquarters	600 E 4th St Charlotte, NC 28202
Size (2009 Data) of Applicant Entity	<ul style="list-style-type: none"> Current Year Revenues: Employees: 3000
Technology Type	Wireless broadband (LTE)
Key Partners	Municipalities

Project Economics			
Budget Information		Project Financials	
Project Budget	\$22,892,690.00	Project Revenues (Yr 8)	5075100
Federal Contribution (%)	74.24%	Net Income and Margin (Yr 8)	402900
Cash Match Amount (%)		EBITDA and Margin (Yr 8)	
In Kind Match Amount (%)	25.76%	Rate of Return (w/o BTOP Funds)	
Middle Mile/Last Mile Budget Allocation		Rate of Return (w/ BTOP Funds)	
Middle Mile Percentage (%)	100%	Cost Efficiency	
Last Mile Percentage (%)	0	Cost per Mile (MM)	
Rural Last Mile Percentage	0	Cost per Household (LM)	

Market Territory	
Geographic Area(s)	
Middle Mile Network Composition	
Total Proposed Network Miles (MM only)	<ul style="list-style-type: none"> Total Miles: 526 sq mi Backbone Miles: Lateral Miles:
New Construction Network Miles (MM only)	<ul style="list-style-type: none"> Total Miles: Backbone Miles: Lateral Miles:
Existing Applicant Network Miles Utilized (MM only)	<ul style="list-style-type: none"> Total Miles: Backbone Miles: Lateral Miles:
Leased Network Miles Utilized (MM only)	<ul style="list-style-type: none"> Total Miles: 0 Backbone Miles: 0 Lateral Miles: 0
Underserved/Unserved	<ul style="list-style-type: none"> Percentage of Backbone Miles in Underserved/Unserved Areas: 0 Percentage of Lateral Miles in Underserved/Unserved Areas: 0
Existing Customer Base	
Existing Residential/Individual Customers within PFSA	

Comprehensive Community Infrastructure Key Metrics Dashboard

Existing Business Customers within PFSA	
Existing Community Anchor Institution Customers within PFSA	<ul style="list-style-type: none"> • Total CAI's: • Community Colleges: • Public Safety Entities:
Existing Third Party Service Provider Customers within PFSA	
Potential Customer Base	
Market Potential Households (within PFSA)	<ul style="list-style-type: none"> • Public Safety network
Market Potential Businesses (within PFSA)	<ul style="list-style-type: none"> • Public Safety network
Market Potential Community Anchor Institutions (within PFSA)	<ul style="list-style-type: none"> • Total CAI's: 346 • 1 Community College & 1 state university • Public Safety Entities: 17
Market Potential Third Party Service Providers (within PFSA)	<ul style="list-style-type: none"> • Total Third Party Service Providers in PFSA: 6 • Expressing Commitment or Letter of Interest: 2
Funded Network Coverage	
Households Connected to Network (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> • Total Households Connected: 0 • Located in Underserved/Unserved Areas: 0
Businesses Connected to Network (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> • Total Businesses Connected: 0 • Located in Underserved/Unserved Areas: 0
Community Anchor Institutions Directly Connected (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> • Total Directly Connected CAI's: 346 • Located in Underserved/Unserved Areas: 0 • Community Colleges:1 • Public Safety Entities:17
Projected Subscribers by Year Five	<p><u>Directly Served by Applicant</u></p> <ul style="list-style-type: none"> • Community Anchor Institutions: 21450 • Households: 0 • Businesses: 0 • Third Party Service Providers: <p><u>Served by Proposed Network Via Third Party Service Provider</u></p> <ul style="list-style-type: none"> • Community Anchor Institutions: 0 • Households: 0 • Businesses: 0

Other

Comprehensive Community Infrastructure Key Metrics Dashboard

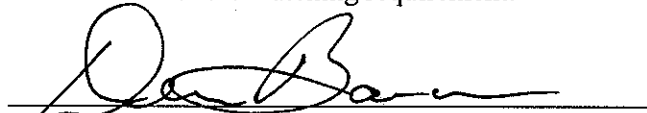
Proposed MM Network Capacity	<ul style="list-style-type: none"> • Backbone: • Laterals:
Proposed LM Network Speed	<ul style="list-style-type: none"> • Highest offered speed tier: 2 Mbs • Estimated Average speed for highest speed tier:
Total Points of Interconnection	<ul style="list-style-type: none"> • Total Pol's: 99 • Pol's in Underserved/Unserved Areas: 0 • Environmentally-controlled, non-passive Pols: 0
Jobs Created	<ul style="list-style-type: none"> • Direct Job-years: • Indirect Job-years: • Induced Job-years:
Required Time for Project Completion (Number of Required Quarters to Fully Build-out and Test Network and Make Ready for Commercial Service)	12 quarters

U.S. Department of Commerce
Broadband Technology Opportunities Program
Authentication and Certifications

1. I certify that I am the duly Authorized Organization Representative (AOR) of the applicant organization, and that I have been authorized to submit the attached application on its behalf.
2. I certify that I have examined this application, that all of the information and responses in this application, including certifications, and forms submitted, all of which are part of this grant application, are material representations of fact and true and correct to the best of my knowledge, that the entity(ies) that is requesting grant funding pursuant to this application and any subgrantees and subcontractors will comply with the terms, conditions, purposes, and federal requirements of the grant program; that no kickbacks were paid to anyone; and that a false, fictitious, or fraudulent statements or claims on this application are grounds for denial or termination of a grant award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. §1001 and civil violations of the False Claims Act.
3. I certify that the entity(ies) I represent have and will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders and programmatic rules and requirements relating to the project. I acknowledge that failure to do so may result in rejection or deobligation of the grant or loan award. I acknowledge that failure to comply with all federal and program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
4. I certify that the entity(ies) I represent has and will comply with all applicable administrative and federal statutory, regulatory, and policy requirements set forth in the Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements ("DOC Pre-Award Notification"), published in the Federal Register on February 11, 2008 (73 FR 7696), as amended; DOC Financial Assistance Standard Terms and Conditions (Mar. 8, 2009); the Department of Commerce American Recovery and Reinvestment Act Award Terms (Apr. 9, 2009); and any Special Award Terms and Conditions that are included by the Grants Officer in the award.
5. I certify that any funds awarded to the entity(ies) I represent as a result of this application will not result in any unjust enrichment of such entity(ies) or duplicate any funds such entity(ies) receive under federal universal service support programs administered by the Universal Service Administrative Corporation (USAC).
6. I certify that the entity(ies) I represent has secured access to pay the 20% of total project cost or has petitioned the Assistant Secretary of NTIA for a waiver of the matching requirement.

3/26/2010

Date


Authorized Organization Representative Signature

Dennis Baucum
Print Name

Network Technology Director
Title

ConnectMeck	STATE_FIPS	CNTY_FIPS	STCOFIPS	TRACT	BLKGRP
ConnectMeck	37	119	37119	100	1
ConnectMeck	37	119	37119	200	1
ConnectMeck	37	119	37119	300	1
ConnectMeck	37	119	37119	400	1
ConnectMeck	37	119	37119	500	1
ConnectMeck	37	119	37119	500	2
ConnectMeck	37	119	37119	500	3
ConnectMeck	37	119	37119	600	1
ConnectMeck	37	119	37119	600	2
ConnectMeck	37	119	37119	700	1
ConnectMeck	37	119	37119	800	1
ConnectMeck	37	119	37119	800	2
ConnectMeck	37	119	37119	900	1
ConnectMeck	37	119	37119	900	2
ConnectMeck	37	119	37119	1000	1
ConnectMeck	37	119	37119	1000	2
ConnectMeck	37	119	37119	1000	3
ConnectMeck	37	119	37119	1100	1
ConnectMeck	37	119	37119	1100	2
ConnectMeck	37	119	37119	1200	1
ConnectMeck	37	119	37119	1200	2
ConnectMeck	37	119	37119	1200	3
ConnectMeck	37	119	37119	1300	1
ConnectMeck	37	119	37119	1300	2
ConnectMeck	37	119	37119	1300	3
ConnectMeck	37	119	37119	1400	1
ConnectMeck	37	119	37119	1400	2
ConnectMeck	37	119	37119	1503	1
ConnectMeck	37	119	37119	1503	2
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