

**TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, FEBRUARY 15, 2022
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 1, 2022, Regular Meeting February 1, 2022, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 15, 2022, AGENDA		7
5:35	4	ANNUAL LIBRARY REPORT	MS. MONICA CARUSO	9
5:40	5	WATAUGA COUNTY SCHOOLS CAPITAL IMPROVEMENT PLAN (CIP) AND LOTTERY FUNDS REQUESTS	DR. SCOTT ELLIOTT MS. LY MARZE	23
5:45	6	SHERIFF'S OFFICE MATTERS	MAJOR KELLY REDMON	
		A. Mobile Radio Purchase Request		33
		B. Radar Purchase Request		37
5:50	7	PROJECT ON AGING MATTERS	MS. ANGIE BOITNOTTE	
		A. Additional Funds and Revised Allocation of FY 2022 Home & Community Care Block Grant Funds (H&CCBG)		41
		B. Acceptance of the FY 2022 MIPPA Grant/Contract		45
5:55	8	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		63
		B. Refunds and Releases		65
		C. Tax Lien Report		75
6:00	9	SOCIAL SERVICES LIEAP FUNDS	MR. TOM HUGHES	77
6:05	10	FINANCE MATTERS	MS. MISTY WATSON	
		A. Proposed Audit Contract for Fiscal Year Ending June 30, 2022		83
		B. Proposed Office of State Budget and Management (OSBM) Conflict of Interest Policy		103
		C. Proposed Grant Project Ordinance Establishment and Maintenance of OSBM State Capital Infrastructure Fund		109
6:10	11	EMERGENCY SERVICES MATTERS	MR. WILL HOLT	
		A. Sampson Tower Lease & VIPER Lease		111
		B. Proposed Acceptance of Communications Grant on Behalf of NCEM		159

TIME	#	TOPIC	PRESENTER	PAGE
6:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Appointment of Finance Director		223
		B. Announcements		225
6:20	13	PUBLIC COMMENT		226
7:20	14	BREAK		226
7:25	15	CLOSED SESSION		226
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Personnel Matters – G. S. 143-318.11(a)(6)		
7:40	16	POSSIBLE ACTION AFTER CLOSED SESSION		226
7:45	17	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 1, 2022, Regular Meeting

February 1, 2022, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 1, 2022**

The Watauga County Board of Commissioners held a regular meeting, on Tuesday, February 1, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the meeting to order at 5:31 P.M. The following were present:

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Carrington Pertalion, Commissioner
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Andrea Capua, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Commissioner Wallin opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the January 19, 2022, special meeting and special meeting closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the January 19, 2022, special meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the January 19, 2022, special meeting closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the February 1, 2022, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the February 1, 2022, agenda as presented.

VOTE: Aye-5
 Nay-0

PROPOSED PROCLAMATION OF APPRECIATION TO RESTAURANTS WHICH CONTRIBUTED MEALS TO EMERGENCY SERVICE PROVIDERS DURING WINTER STORM IZZY

Chairman Welch presented a proclamation recognizing the restaurants that provided and offered meals to emergency service workers during Winter Storm Izzy. Chairman Welch shared his appreciation and read the list of restaurants.

Commissioner Peralion, seconded by Vice-Chairman Kennedy, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

FOREST SERVICE PLAN

Grandfather Forest Ranger, Nick Larsen, presented the Final Forest Plan as released on Friday, January 21, 2022, which was available for Commissioners, County Employees, and the public to review at <https://www.fs.usda.gov/detail/nfsnc/home/?cid=STELPRDB5397660>.

Ranger Larsen stated that the plan was developed and shaped by extensive public input by working with diverse interests to build a broadly supported and implementable forest plan that would connect people to the land; restore forest resiliency, forest health, and wildlife habitat; provide clean and abundant water; support recreation and local jobs; and provide a platform for working together toward shared goals. Ranger Larsen also reviewed the following portions of the plan: Connecting People to the Land; Sustaining Health Ecosystems; Providing Clean and Abundant Water; and Partnering with others. The presentation was given for information and comment.

Even though action wasn't required, Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to extend support for the plan and to publicly thank those who spent time gathering public input.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Tentative Agenda for Annual Pre-Budget Retreat

County Manager Geouque presented a draft agenda for the Annual Pre-Budget Retreat which was scheduled for Thursday, February 17, 2022, beginning at noon and Friday, February 18, 2022, beginning at 9:00 A.M. The County Manager requested input from the Board and stated the proposed agenda could still be revised as additional items could be added.

B. Proposed Resolution Approving the Granting of Rights-of-Way and Easements for the Hunting Hills Bridge Replacement Project

County Manager Geouque stated that a revised easement was sent by the Town of Boone in December 2021 regarding the Hunting Hills Bridge Replacement. It was determined that there was not enough substantial change from the prior easement to warrant re-approval by the Board. Since that time, Mr. Todd Moody, Deputy Public Works Director with the Town of Boone, requested the Board also adopt a resolution approving the granting of the easement per NCDOT's request.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adopt the Resolution Granting Rights-of-Way and Easements for the Hunting Hills Bridge Replacement Project as presented.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- The Annual Pre-Budget Retreat was scheduled for Thursday, February 17, 2022, beginning at 12:00 P.M. and Friday, February 18, 2022, at 9:00 A.M.
- The Watauga Compassionate Community Initiative Annual Spring Conference was to be held on Friday, May 13, and Saturday, May 14, 2022.
- Watauga County Parks and Recreation teamed up with the Hospitality House, Casting Bread, and Hunger & Health Coalition to collect food items. Please drop items off at the Community Recreation Center between 8:00 A.M. and 5:00 P.M. by February 11.

PUBLIC COMMENT

The Board extended congratulations to the Watauga High School Swim Team upon winning the conference championship at the Watauga County Community Recreation Center.

CLOSED SESSION

At 5:57 P.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:16 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Turnbow, seconded by Commissioner Peralion, moved to adjourn the meeting at 8:16 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE FEBRUARY 15, 2022, AGENDA

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AGENDA ITEM 4:

WATAUGA COUNTY PUBLIC LIBRARY ANNUAL REPORT

MANAGER'S COMMENTS:

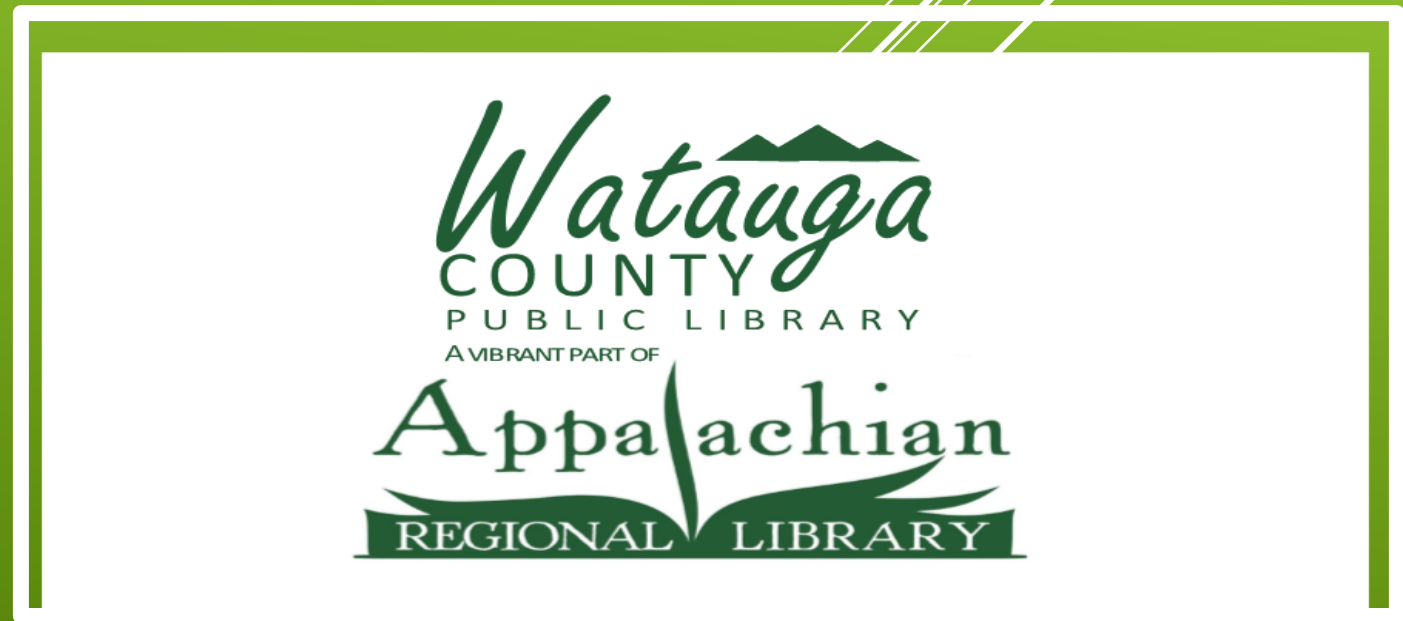
Ms. Monica Caruso, County Librarian, will present the Watauga County Public Library Annual Report.

The report is for information only; therefore, no action is required.

WATAUGA COUNTY PUBLIC LIBRARY

2021

Highlights





- Continued to use DIY sneeze guards throughout building
- Kept space open, closed off water fountains, bathrooms opened
- Lifted quarantine of transit items and book drop materials in Spring
- Kept hand sanitizer at all desks/self-check/OPACs and had disposable masks available
 - Required masks to be worn in building
 - Promoted Touchless Library Card
 - Spaced seating in computer area and limited time for computer appts.
- Main Library closed from January 13 - March 24, Western Watauga Branch closed from Jan. - June
 - Curbside always available

PANDEMIC CHANGES CONTINUE

Candyland on Lawn

Hide and Seek with Spot

Storywalks®

The Grinch © 2012 BCC Meeting



Legos

Scavenger Hunts

Story times with animals



WATAUGA COUNTY PUBLIC LIBRARY
TAILS & TALES

Book Scavenger Hunt Outside the Library 6/4-6/7

6 books are hidden outside of the library. Choose your favorite to keep. Can't find a book? No problem, try the Scavenger Hunt. Bring the sheet back to Youth Services to receive a prize.

+ Leap into Science +

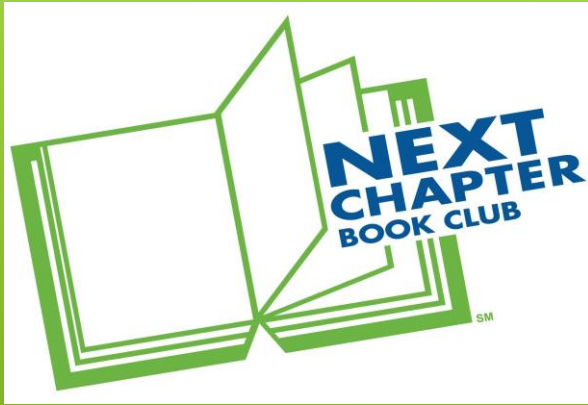
WATAUGA COUNTY PUBLIC LIBRARY
828 264 8784

LEAP INTO SCIENCE
STORY TIME WITH LIGHTS AND SHADOWS
NOVEMBER 17TH & 18TH
11AM IN THE MEETING ROOM
PLEASE WEAR A MASK

YOUTH SERVICES

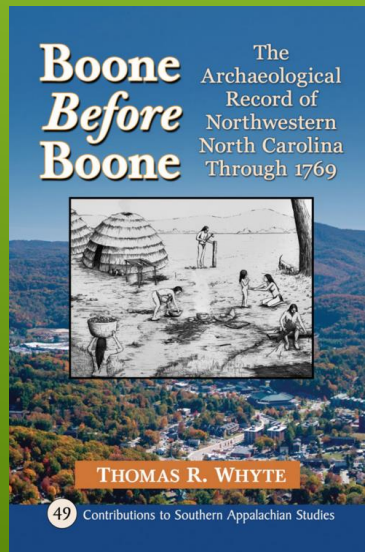
Book Club for those with Intellectual/Developmental Disabilities

VITA ~ Volunteer Income Tax Assistance Program



NAMI High Country

Reading Challenge





NAMI High Country Presents

★ ————— ★

Elliot Palmer
to speak at NHC Monthly meeting on May 3 at 6:30 !

Elliot Palmer leader in the NC Peer Movement and trainer extraordinaire will talk about his way out of trauma from incarceration to resiliency, and his many successes in recovery.

2022 READING CHALLENGE BINGO



ADULT SERVICES

Visiting author Kay Bodeen



Christmas Drive-Through Fair



Make it Take it Kits © 1/22 BCC Meeting



Book Club

Radio BINGO

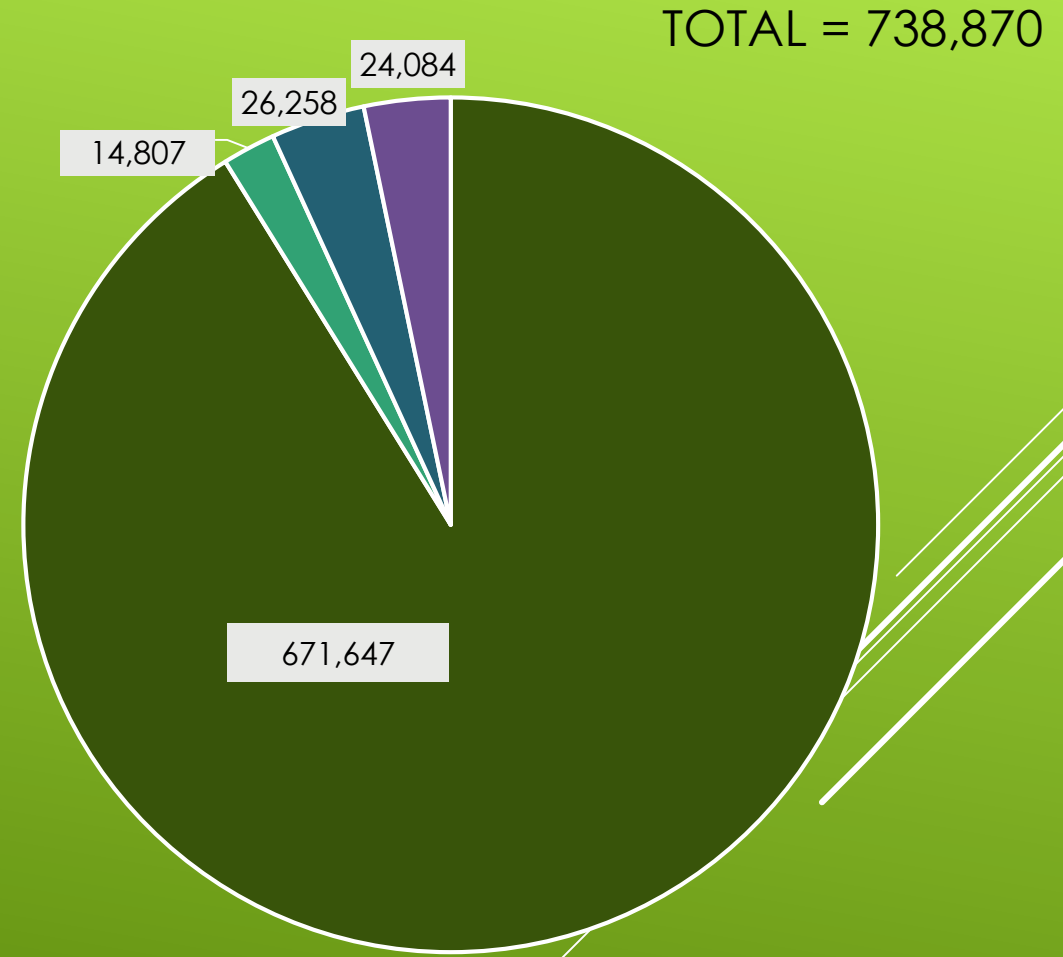
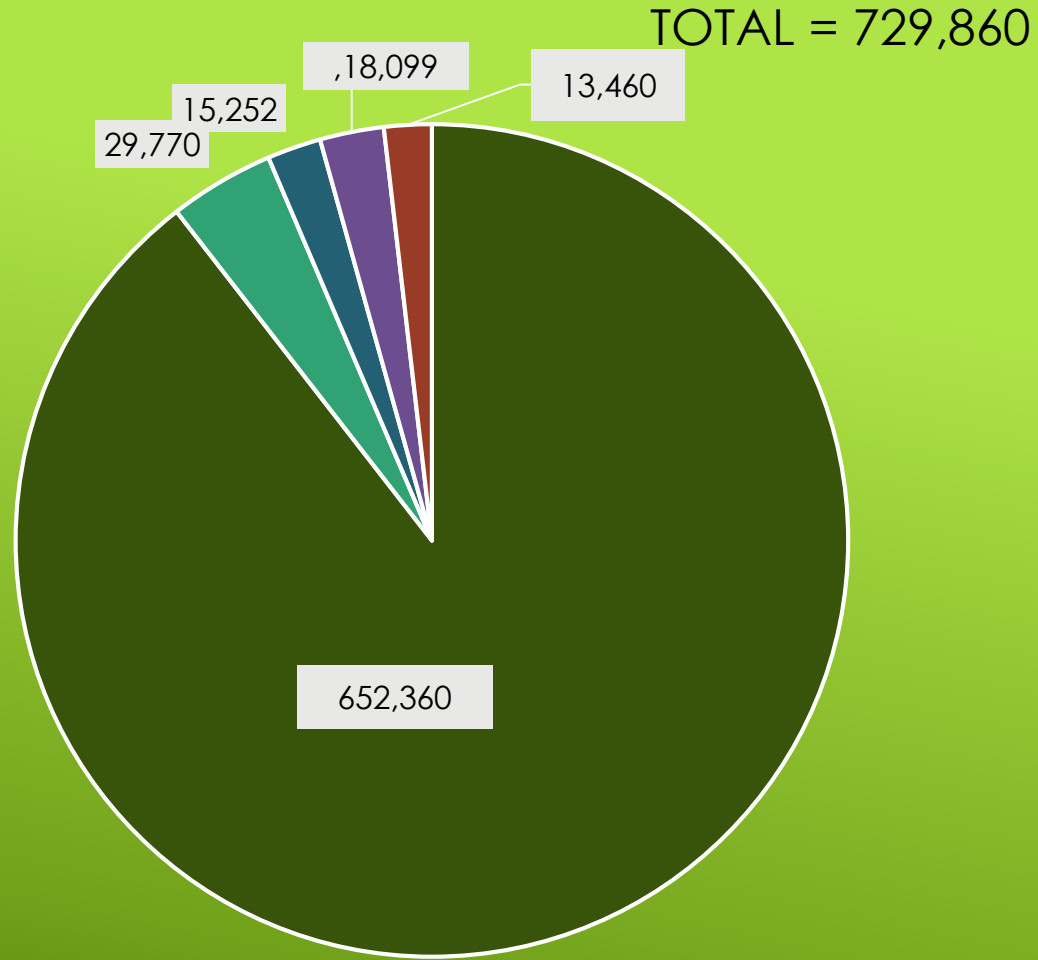


BRANCH SERVICES

Revenue

FY 2021

Expenditures



- County
- Other Grants
- Fines/Fees
- Friends/Endowment
- Donations

- Personnel
- Programming
- Operations
- Collections

BY THE DOLLARS

	2021 Door Count	2019 Door Count	2021 Percent Cpd to 2019	Percent Decrease	2021 Circulation	2019 Circulation	2021 Percent Cpd to 2019	Percent Decrease	021522 BCC Meeting
January	1804	10656	16.9%	83.1%	10792	18051	59.8%	40.2%	
February	0	11328	0.0%	100.0%	7266	17268	42.1%	57.9%	
March	1334	12188	10.9%	89.1%	9396	17872	52.6%	47.4%	
April	4612	12142	38.0%	62.0%	12196	15910	76.7%	23.3%	
May	4887	10744	45.5%	54.5%	13307	16474	80.8%	19.2%	
June	7761	13072	59.4%	40.6%	18149	21576	84.1%	15.9%	
July	8469	14909	56.8%	43.2%	17017	23887	71.2%	28.8%	
August	7214	13300	54.2%	45.8%	15407	23026	66.9%	33.1%	
September	6934	11100	62.5%	37.5%	14780	20594	71.8%	28.2%	
October	6471	12556	51.5%	48.5%	14684	22544	65.1%	34.9%	
November	6038	10456	57.7%	42.3%	13664	17272	79.1%	20.9%	
December	5479	9850	55.6%	44.4%	13600	17262	78.8%	21.2%	

PANDEMIC STATS BY MONTH ~ DOOR COUNT & CIRC.

	2021		2020	
	Main	Branch	Main	Branch
Library Cards:	30,553	1,410	28,864	1,378
Circulation:	159,078	14,473	145,560	10,552
Door Count	60,127	2,600	63,731	1,702
Programs	162	59	285	30
Attendance	4432	817	4,408	305

Facebook recorded programs = 76 and 11,261 views

BY THE NUMBERS



VOLUNTEERS

Volunteers = 117

Volunteer Hours = 2883

This equates to \$82,280 according to the Independent Sector, which allots volunteers \$28.54 per hour



Leap into Science Grant



Decodable Books Grant



Covid-19 LSTA Response Mini Grant for PPE



ARL Adapts Technology and Adaptive Technology at ARL (2 grants)

021522 BCC Meeting



Inclusion Grant



UNIQUE GRANTS, 2021

Job search related mini-grant
Grow with Google

STRATEGIC PLAN GOALS, 2022-2026

- ▶ Organizational Excellence
- ▶ Robust Services to Underserved Communities
- ▶ Increased Access and Innovative Programming
- ▶ Build High Quality Print, Digital, and Technology Collections

LOOKING AHEAD

Thank you to the county for your continued support and to County Maintenance for the upkeep of the building and the awesome job with snow plowing and de-icing.

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AGENDA ITEM 5:

WATAUGA COUNTY SCHOOLS CAPITAL IMPROVEMENT PLAN (CIP) AND LOTTERY FUNDS REQUEST

MANAGER'S COMMENTS:

Ms. Ly Marze, Watauga County Schools Director of Finance, will request the release of \$300,000 and \$685,000 funds from the State Education Lottery Fund and the County's CIP reserve, respectively. The projects are attached.

Board approval is required to release the funds as requested.



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center
175 Pioneer Trail, Boone, NC 28607

TO: Deron Geouque, County Manager
Misty Watson, Finance Director
Watauga County

FROM: Dr. Scott Elliott, Superintendent
Ly Marze, Finance Officer
Watauga County Schools

DATE: February 15, 2022

RE: Lottery and CIP Funds Request

Watauga County Schools respectfully requests the release of \$300,000 from the NC Lottery Fund. We also request approval for use of \$685,000 from the county's CIP funds reserved for the school district. The list of projects for funding is as follows.

Lottery Project	Amount
Carpet & Tile Replacements	\$ 45,000
Replace Kitchen/Cafeteria Equipment	55,000
Gym Floors - Refinishing	20,000
Door/Window Replacements	20,000
Roof Renovations/Replacements	100,000
Retaining Wall – Bethel	50,000
Boiler System – Hardin Park	10,000

CIP Reserves Project	Amount
Pavement Repair/Resurface	\$ 160,000
Security Cameras	50,000
Mobile Unit – Hardin Park	150,000
HVAC/Sewer Pumps	25,000
1:1 Devices	300,000

Thank you for your continued support of Watauga County Schools.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Carpet and Tile Replacements

Location: K-12 Schools Districtwide

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace worn out carpet and/or tile in classrooms for safety

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	45,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 45,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 45,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Replace Kitchen and Cafeteria Equipment

Location: K-12 Schools Districtwide

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

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- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace convection steamers, stand mixers, food processors, and other kitchen equipment in school cafeterias

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	55,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 55,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 55,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County
LEA: Watauga County Schools
Address: 175 Pioneer Trail, Boone, NC 28607

Contact Person: Ly Marze
Title: Finance Officer
Phone: 828-264-7190

Project Title: Gym Floor Refinishing
Location: K-12 Schools Districtwide
Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

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As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Refinish gym floors for safety and continued floor integrity

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	20,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 20,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 20,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Door/Window Replacements

Location: K-12 Schools Districtwide

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

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- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace classroom doors/windows in school buildings for safety

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	20,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 20,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 20,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Roof Renovations/Replacements

Location: K-12 Schools Districtwide

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

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- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Renovate/replace sections of roofs on our school buildings

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	100,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 100,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County
LEA: Watauga County Schools
Address: 175 Pioneer Trail, Boone, NC 28607

Contact Person: Ly Marze
Title: Finance Officer
Phone: 828-264-7190

Project Title: Retaining Wall - Bethel
Location: Bethel School, 138 Bethel School Rd, Sugar Grove, NC 28679
Type of Facility: K-8 School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

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- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace failed retaining wall at school

Estimated Costs:

Purchase of Land _____	\$	
Planning and Design Services _____		
New Construction _____		
Additions / Renovations _____		50,000.00
Repair _____		
Debt Payment / Bond Payment _____		
TOTAL _____	\$	50,000.00

Estimated Project Beginning Date: July 2021 Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 50,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Boiler System - Hardin Park

Location: Hardin Park School, 361 Jefferson Rd, Boone, NC 28607

Type of Facility: K-8 School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace failed boiler system in school

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	10,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 10,000.00

Estimated Project Beginning Date: July 2021

Est. Project Completion Date: June 2022

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 10,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

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AGENDA ITEM 6:

SHERIFF'S OFFICE MATTERS

A. Mobile Radio Purchase Request

MANAGER'S COMMENTS:

Major Redmon, Watauga County Sheriff's Office, will request to purchase seven (7) new Motorola APX hand held dual band radios. The cost per radio is \$8,926.65 for a total cost of \$62,486.55. Two (2) of the seven (7) radios will be paid for by the County's insurance company. Adequate funds are included in the Fiscal Year 2021-2022 budget to cover the remaining five (5) radios.

Board action is required to authorize the purchase from Motorola Solutions for seven (7) new Motorola APX hand held dual band radios in the amount of \$62,486.55.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

January 24, 2022

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: FY 21-22 Mobile Radio Purchase

The Watauga County Sheriff's Office Request Board approval for the purchase of 7 all band hand held radios for the FY 21-22FY from Motorola Solutions Inc.

The radio pricing is on state contract. Five (5) radios will come from the 21-22 FY budget a cost of \$44,633.25 and two (2) will be purchased with insurance claim funds resulting from April 28th incident at a cost of \$17,853.30.

The total cost of this purchase is \$62,486.55

The funds for this purchase are available in the 21-22 Sheriff's budget and insurance claim funds have been received.



Quote Number: QU0000527711
Effective: 21 JAN 2022
Effective To: 22 MAR 2022

Bill-To:

WATAUGA COUNTY SHERIFF'S DEPT
 184 HODGES GAP RD
 BOONE, NC 28607
 United States

Ultimate Destination:

WATAUGA COUNTY SHERIFF'S DEPT
 184 HODGES GAP RD
 BOONE, NC 28607
 United States

Attention:

Name: kelly Redmon
Phone: 828-455-2904

Sales Contact:

Name: Randy Heaton MR
Email: randyheaton@callmc.com
Phone: 8284552904

Contract Number: NC STATE NON ARIBA -725G
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	7	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$7,108.00	\$5,331.00	\$37,317.00
1a	7	H842AU	ADD: SINGLE UNIT PACKING	-	-	-
1b	7	H38BS	ADD: SMARTZONE OPERATION	\$1,650.00	\$1,237.50	\$8,662.50
1c	7	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$330.00	\$247.50	\$1,732.50
1d	7	QA00580AA	ADD: TDMA OPERATION	\$495.00	\$371.25	\$2,598.75
1e	7	H869BW	ENH: MULTIKEY	\$363.00	\$272.25	\$1,905.75
1f	7	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$567.00	\$425.25	\$2,976.75
1g	7	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$121.00	\$121.00	\$847.00
1h	7	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB AND ADP	\$879.00	\$659.25	\$4,614.75
2	7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$169.56	\$127.17	\$890.19
3	7	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$179.30	\$134.48	\$941.36

Total Quote in USD

\$62,486.55

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

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AGENDA ITEM 6:

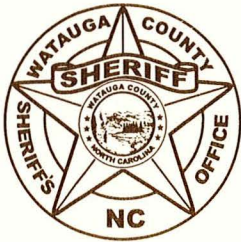
SHERIFF'S OFFICE MATTERS

B. Radar Purchase Request

MANAGER'S COMMENTS:

Major Redmon will request approval to accept a grant from the North Carolina Crime Commission for twelve (12) new Kustom Eagle 2 speed radars in the amount of \$19,140. No county match is required for the grant.

Board approval is requested to accept the grant from the North Carolina Crime Commission and award Kustom Signals, Inc. the contract for twelve (12) new Kustom Eagle 2 speed radars in the amount of \$19,140.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

January 24, 2022

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: Grant Purchase of Radars

The Watauga County Sheriff's Office requests WCBCC approval for the purchase of, Twelve (12) North Carolina Golden Eagle II radar devices from Kustom Signals, Inc. which are on the State of NC contract pricing schedule.

The funds for these devices had been allocated by the NC Governor's Crime Commission grant program entitled, *Watauga County Sheriff's Office Traffic Project*, grant number PROJ015002. There is no match for this grant.

The cost for these devices is \$1,595 each.



Quotation

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 12/03/2020

To... MAJOR KELLY REDMON
 WATAUGA CO SHERIFF'S OFFICE

 184 HODGES GAP ROAD
 BOONE NC 28607

Quote # -385959582528ET
 Terms Net 30
 This Quote Expires on 03/03/2022
 Phone 828-264-3761
 Fax 704-265-7617

Qty	Product Description	UnitPrice	SubTotal
	**** North Carolina Special Pricing ****		\$0.00
			\$0.00
12	North Carolina Golden Eagle II	\$1,595.00	\$19,140.00
	Includes: Dual KA-band DCM antennas, Stopwatch/Fastest mode disabled, choice of wired/wireless remote, mounts, cables, 27 month warranty, shipping/handling		\$0.00
			\$0.00
	*** OPTIONS AVAILABLE: NOT INCLUDED IN TOTAL BELOW		\$0.00
	Carrying Case	\$95.00	\$0.00
	Eagle II Series Video Interface port and cable to connect w/ Kustom Video system	\$119.00	\$0.00
	Separation Kit & Plates - separates the display face from the main unit	\$60.00	\$0.00
	Eagle II Series Sun Shield	\$9.00	\$0.00
	Spare Set of Tuning Forks	\$32.00	\$0.00
			\$0.00
	NOTE: Durango's		\$0.00
	Note #2: NC Sales Tax and/or a 1.75% E-Procurement fees will be added to invoice where applicable		\$0.00

Total \$19,140.00

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Sydney Burke
 Account Manager

Toll Free 800-4KUSTOM (800-458-7866)

**KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

AGENDA ITEM 7:**PROJECT ON AGING MATTERS*****A. Additional Funds and Revised Allocation of FY 2022 Home & Community Care Block Grant (H&CCBG) Funds*****MANAGER'S COMMENTS:**

Ms. Angie Boitnotte will request the Board revise the original allocation of the Home and Community Care Block Grant (H&CCBG). The FY 22 allocation was \$294,548, which required a local match of \$32,728. The Project on Aging received additional H&CCBG funds with the final allocation of \$313,642 (+\$19,094) which required a local match of \$34,849 (+\$2,121). The local match is present in the current budget.

Board action is required to approve the revised Home and Community Care Block Grant (H&CCBG) as presented in the packet.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: February 7, 2022

SUBJ: Additional Funds and Revised Allocation of FY2022 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2022 was projected to be \$294,548, which required a local match of \$32,728. Due to a legislative increase at the State level, the Project on Aging has received additional HCCBG funds. The revised allocation is \$313,642 (+\$19,094) which requires a local match of \$34,849 (+\$2,121). The additional match is present in our FY22 County budget. The additional funds will be allocated to In-Home Aide Level II.

Upon approval, these funds will become part of the Project on Aging FY 2022 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Watauga County Project on Aging	Home and Community Care Block Grant for Older Adults	DAAS-732
132 Poplar Grove Conn, Suite A	County Funding Plan	County: WATAUGA
Boone, NC 28607	Provider Services Summary	Budget Period: July 2021 through June 2022
		Revision #: 1 Date: 2/7/2022

Services	Serv. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
	Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	664	\$ 10.0397	10
In-Home Aide-Level I - Home Management	X		\$ -	\$ 86,953	\$ -	\$ 86,953	\$ 9,661	\$ 96,614	\$ -	\$ 96,614	3,849	\$ 25.0992	100	13,400
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 74,670	\$ -	\$ 74,670	\$ 8,297	\$ 82,967	\$ -	\$ 82,967	3,132	\$ 26.4876	40	10,500
Congregate Nutrition	X		\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 4,444	\$ 44,444	\$ 13,760	\$ 58,204	5,974	\$ 7.4402	200	17,200
Home Delivered Meals	X		\$ -	\$ 106,019	\$ -	\$ 106,019	\$ 11,780	\$ 117,799	\$ 19,200	\$ 136,999	12,900	\$ 9.1314	150	24,000
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 6,000	\$ 267,642	\$ 40,000	\$ 313,642	\$ 34,849	\$ 348,491	\$ 32,960	\$ 381,451	26,520		500	68,350

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
 Required local match will be expended simultaneously with Block Grant Funding.

 Authorized Signature, Title
 Community Service Provider

 Signature, County Finance Officer

 Signature, Chairman, Board of Commissioners

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AGENDA ITEM 7:

PROJECT ON AGING MATTERS

B. Acceptance of the FY 2022 Medicare Improvements for Patients and Providers Act (MIPPA) Grant/Contract

MANAGER’S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIIP). The grant is in the amount of \$4,007 with no local match required.

Action is required to accept the MIPPA grant in the amount of \$4,007 to expand low income subsidy outreach and supplies.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: February 4, 2022

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of the FY22 MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Seniors' Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$4,007 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, in non-traditional locations such as dialysis centers, libraries, community drug stores, or senior housing complexes throughout the community. Remaining monies will be used for supplies for LIS outreach and education.

I recommend acceptance of these funds and will be present for questions or discussion.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act
Federal Awarding Agency: US Department of Health & Human Services,
Administration for Community Living

CFDA #	93.071	Cost Center:	Fiscal Year: 8/30/2021
Grant Award #	2101NCMISH-00	16001659g21	Award Amount \$ 4,007.00
Performance Period:	9/1/2021 - 8/31/2022		Federal Award Date: 8/30/2021
Account #	536405		Total Award Amount \$ 4,007.00

Recipient: State of North Carolina Department of Insurance SHIIP Division	Contract Between	Subrecipient:	
		Name:	Watauga Co Proj on Aging/LEH Sr Ctr
		County:	Watauga
		Tax ID/FIN#	56-6001816
		DUNS #	89988216

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

1. **Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
 - (1) This Contract;
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with

Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.

12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.

13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.

15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: _____

DATE: _____

Division of **SHIP,**

BY: DocuSigned by:
Melinda Munden
0726876CC28D4F7 _____
Melinda Munden

DATE: 02/03/2022

BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by: DS
KR

Controller's Office Review:

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub agency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Subrecipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Subrecipients: The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Ineligible Vendors: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the

performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

Waiver of Default: Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Recipient and the Subrecipient and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Recipient.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Recipient. The Subrecipient shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subrecipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Recipient. The Subrecipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period

of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the

Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract

shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Subrecipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 9/1/2021 - 8/31/2022

Statement of Work

Subrecipient: Watauga Co Proj on Aging/LEH Sr Ctr

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but **MUST** include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2021 through 8/31/2022; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website; and
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

Subrecipient Response to Scope of Work:

We will expand low income subsidy outreach and enrollment by conducting a minimum of 4 enrollment clinics between 9/1/21 and 8/31/22. We will hold these in non-traditional locations such as putting up flyers at low income housing and putting up flyers in low income community agencies to draw people to the virtual outreach sessions and community enrollment clinics. We plan to hold clinics at pharmacies, housing, and the dialysis clinic.

We will distribute the monthly health awareness flyers to our congregate and home-delivered meal clients as well as display these flyers in the senior center and at any fair where we participate. We plan to continue to add these to the newsletter and to the home delivered meal boxes.

We will submit client contacts and public and media outreach forms in the STARS system in a timely manner.

We will continue to work with the Area Agency on Aging to conduct outreach events in this county. We plan to attempt at least one drive through and one in-person event.

Attachment C

For the period 9/1/2021 - 8/31/2022

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: Watauga Co Proj on Aging/LEH Sr Ctr **Award Amount:** \$ 4,007.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.
Is this required by your local government?

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Budget	Amount
Contractual	0
Construction	0
Supplies	4007
Equipment	0
Other	0
Travel	0
Personnel	0
Fringe	0
Total	4,007.00

Written description of planned expenditures:

We plan to use the grant money to purchase paper, ink, pens, and other supplies needed to hold events and outreach and to conduct counseling. We also plan to purchase supplies for give away supplies at outreach events (such as pens, notepads, medicine boxes, or similar items).

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

(a) 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, any officer or employee of Congress, or an employee of 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 grant, loan or cooperative agreement;

(b) 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 of Lobbying Activities," in accordance with its instructions;

(c) 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, contracts 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.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction”** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Subrecipient Name Watauga Co Proj on Aging/LEH Sr Ctr	Date Submitted

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.
Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything here as it will only restart the process. Thank you.

AGENDA ITEM 8:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

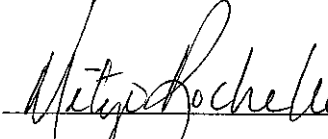
The report is for information only; therefore, no action is required.

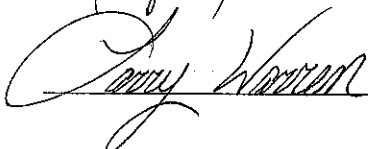
Monthly Collections Report**Watauga County**

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report January 2022

	<u>Current Month Collections</u>	<u>Current Month Percentage</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<u>General County</u>					
Taxes 2021	3,986,272.89		34,637,993.79	93.75%	94.21%
Prior Year Taxes	22,741.04		245,528.85		
Solid Waste User Fees	245,746.10		2,460,680.65	92.63%	92.93%
Green Box Fees	0.00		233.50	NA	NA
Total County Funds	\$4,254,760.03		\$37,344,436.79		
<u>Fire Districts</u>					
Foscoe Fire	49,277.21		445,594.66	93.90%	94.40%
Boone Fire	75,680.99		857,287.08	94.49%	94.48%
Fall Creek Service Dist.	1,819.90		8,957.57	93.72%	92.18%
Beaver Dam Fire	9,823.45		92,022.62	88.42%	87.80%
Stewart Simmons Fire	52,843.79		243,123.32	92.23%	90.66%
Zionville Fire	10,122.95		105,264.72	90.51%	90.93%
Cove Creek Fire	22,318.03		226,454.12	92.70%	92.12%
Shawneehaw Fire	11,441.09		97,895.46	91.65%	91.66%
Meat Camp Fire	18,721.50		193,602.28	91.30%	92.15%
Deep Gap Fire	16,600.01		176,744.43	93.08%	93.79%
Todd Fire	7,089.66		57,847.45	92.43%	95.12%
Blowing Rock Fire	54,215.89		468,008.80	92.97%	94.54%
M.C. Creston Fire	562.34		5,096.11	83.79%	80.80%
Foscoe Service District	6,504.19		72,149.19	95.66%	94.11%
Beech Mtn. Service Dist.	745.59		1,590.69	95.91%	79.99%
Cove Creek Service Dist.	0.00		324.15	100.00%	100.00%
Shawneehaw Service Dist	649.68		5,596.94	85.97%	83.26%
	\$336,596.37		\$3,048,602.02		
<u>Towns</u>					
Boone	828,141.10		6,411,009.05	95.35%	97.11%
Municipal Services	13,514.99		200,699.51	96.02%	96.49%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$841,656.09		\$6,611,708.56		
Total Amount Collected	\$5,433,012.49		\$47,004,747.37		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 8:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Larry Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

01/31/2022 14:37
Larry.Warren

WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1748940 ACE REALTY 1803 GOFORTH ROAD BLOWING ROCK, NC 28605	PP 2021	392	01/31/2022			0	F07	.15
	1224			F07			G01	1.21
	TAX RELEASES OUT OF BUSINESS				7966			1.36
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2015	972	01/31/2022			0	G01	41.75
	26652700			F02			F02	6.67
	TAX RELEASES				7969		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	4.18
							F02L	.67
								133.27
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2016	1187	01/31/2022			0	G01	41.75
	26652700			F02			F02	8.00
	REFUND RELEASE				7974		SWF	80.00
	MH HAS BEEN LISTED AS REAL PROPERTY						G01L	4.18
							F02L	.80
								134.73
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2017	1365	01/31/2022			0	G01	47.09
	26652700			F02			F02	8.00
	TAX RELEASES				7970		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	4.71
							F02L	.80
								140.60
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2018	1309	01/31/2022			0	G01	47.09
	26652700			F02			F02	8.00
	REFUND RELEASE				7975		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	4.71
							F02L	.80
								140.60
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2019	1595	01/31/2022			0	G01	52.15
	26652700			F02			F02	7.76
	TAX RELEASES				7971		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	5.22
							F02L	.78
								145.91

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2020	1471	01/31/2022			0	G01	50.58
	26652700			F02			F02	7.53
	TAX RELEASES				7972		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	5.06
							F02L	.75
								143.92
1535446 BROWN WRITER, BETTY A WILLA WRITER, BETTY A WILLA BROWN 575 CHURCH ST WILLARD, NC 28478	PP 2021	1548	01/31/2022			0	G01	49.05
	26652700			F02			F02	7.30
	TAX RELEASES				7973		SWF	80.00
	MH LISTED AS REAL PROPERTY						G01L	4.91
							F02L	.73
								141.99
1762689 CHABON, STEPHEN CHABON, SUZANNE 82 MANSFIELD CIRCLE GREENSBORO, NC 27455	PP 2021	695	01/31/2022			0	F01	14.69
	1911			F01			G01	118.40
	REFUND RELEASE				7976			
	VEHICLE HAS A TAG ON IT-PAID PROP TAXES WHEN RENEWING TAG							133.09
1517805 DEAN, RONALD L AND MARGIE 6267 HOWARDS CREEK RD BOONE, NC 28607	RE 2021	22050	01/31/2022			45,000	F09	22.50
	1992-79-6652-000			F09			G01	181.35
	TAX RELEASES				7968			
	VET EXEMPTION DID NOT CALCULATE							203.85
1812785 ELDRETH, DENVER E ELDRETH, KATHY G 224 SMITH HENSON RD SUGAR GROVE, NC 28679	RE 2021	1000154	01/31/2022			0	F04	25.10
	1953-15-0489-000			F04			G01	202.31
	TAX RELEASES				7982			
	REMOVAL FROM PRESENT USE PROGRAM REQUESTED BY WRONG PARTY							227.41
1812785 ELDRETH, DENVER E ELDRETH, KATHY G 224 SMITH HENSON RD SUGAR GROVE, NC 28679	RE 2021	1000155	01/31/2022			0	F04	25.10
	1953-15-0489-000			F04			G01	202.31
	TAX RELEASES				7983			
	REMOVAL FROM PRESENT USE PROGRAM REQUESTED BY WRONG PARTY							227.41
1773145 GREENE, KYLE 381 N PINE RUN RD BOONE, NC 28607	PP 2021	931	01/31/2022			0	F10	4.41
	2675			F10			G01	35.54
	TAX RELEASES				7967		F10L	.44
	REMOVED MH IN 2020						G01L	3.55
								43.94

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1553347 KOSTERMAN, CATHY BUTLER 2031 ROBY GREENE RD BOONE, NC 28607	RE 2020	2123	01/31/2022			0 C02	33.21
	2910-33-4657-000			C02		G01	32.64
	TAX RELEASES PARCEL IS OWNED BY STAPLES				7981		65.85
1553347 KOSTERMAN, CATHY BUTLER 2031 ROBY GREENE RD BOONE, NC 28607	RE 2021	39154	01/31/2022			0 C02	35.64
	2910-33-4657-000			C02		G01	32.64
	TAX RELEASES PARCEL IS OWNED BY STAPLES				7980		68.28
1240225 LARRY P GREER ELECTRIC INC 378 NC HIGHWAY 105 BYP STE 2 BOONE, NC 28607	PP 2021	1855	01/31/2022			0 G01	4.67
	240225999			F02		F02	.70
	REFUND RELEASE OUT OF BUSINESS				7965		5.37
1579216 MASON'S TREE CARE MASON CHRISTOPHER M P O BOX 3664 BOONE, NC 28607	PP 2019	3114	01/31/2022			0 G01	52.07
	579216999			F10		F10	6.46
	TAX RELEASES out of business				7977	G01L	5.21
						F10L	.65
						64.39	
1579216 MASON'S TREE CARE MASON CHRISTOPHER M P O BOX 3664 BOONE, NC 28607	PP 2020	3265	01/31/2022			0 G01	52.07
	579216999			F10		F10	6.46
	TAX RELEASES out of business				7978	G01L	5.21
						F10L	.65
						64.39	
1579216 MASON'S TREE CARE MASON CHRISTOPHER M P O BOX 3664 BOONE, NC 28607	PP 2021	2924	01/31/2022			0 G01	47.35
	579216999			F10		F10	5.88
	TAX RELEASES out of business				7979	G01L	4.74
						F10L	.59
						58.56	
1112374 MILLSAPS, ARVEL 170 SMITH HENSON RD SUGAR GROVE, NC 28679-9447	RE 2021	1000156	01/31/2022			0 F04	25.10
	1953-15-0489-000			F04		G01	202.31
	TAX RELEASES REMOVAL FROM PRESENT USE PROGRAM REQUESTED BY WRONG PARTY				7984		227.41
1112374 MILLSAPS, ARVEL 170 SMITH HENSON RD SUGAR GROVE, NC 28679-9447	RE 2021	1000157	01/31/2022			0 F04	25.10
	1953-15-0489-000			F04		G01	177.21
	TAX RELEASES REMOVAL FROM PRESENT USE PROGRAM REQUESTED BY WRONG PARTY				7985		202.31

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1767896 POTTER, EARL POTTER, SHEILA 997 SNYDER BRANCH RD TODD, NC 28684	RE 2019	43048	01/31/2022			154,400	FX9	77.20
	2915-59-5218-000			FX9	7963		G01	622.23
	TAX RELEASES PROPERTY WAS SPLIT IN MAY 2017							699.43
1367655 WATAUGA ANESTHESIA ASSOC PA 895 STATE FARM RD STE 401 BOONE, NC 28607	PP 2020	824	01/31/2022			0	G01	72.42
	367655999			C02	7964		C02	73.68
	TAX RELEASES						G01L	7.24
	CLOSED BUSINESS 2019						C02L	7.37
								160.71
DETAIL SUMMARY	COUNT: 23	RELEASES - TOTAL				199,400		3,434.78

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2015	PP	F02	BOONE FIRE PP	6.67
2015	PP	F02L	BOONE FIRE LATE LIST	.67
2015	PP	G01	WATAUGA COUNTY PP	41.75
2015	PP	G01L	WATAUGA COUNTY LATE LIST	4.18
2015	PP	SWF	SANITATION USER FEE	80.00
2015 TOTAL			133.27	
2016	PP	F02	BOONE FIRE PP	8.00
2016	PP	F02L	BOONE FIRE LATE LIST	.80
2016	PP	G01	WATAUGA COUNTY PP	41.75
2016	PP	G01L	WATAUGA COUNTY LATE LIST	4.18
2016	PP	SWF	SANITATION USER FEE	80.00
2016 TOTAL			134.73	
2017	PP	F02	BOONE FIRE PP	8.00
2017	PP	F02L	BOONE FIRE LATE LIST	.80
2017	PP	G01	WATAUGA COUNTY PP	47.09
2017	PP	G01L	WATAUGA COUNTY LATE LIST	4.71
2017	PP	SWF	SANITATION USER FEE	80.00
2017 TOTAL			140.60	
2018	PP	F02	BOONE FIRE PP	8.00
2018	PP	F02L	BOONE FIRE LATE LIST	.80
2018	PP	G01	WATAUGA COUNTY PP	47.09
2018	PP	G01L	WATAUGA COUNTY LATE LIST	4.71
2018	PP	SWF	SANITATION USER FEE	80.00
2018 TOTAL			140.60	
2019	RE	FX9	MEAT CAMP/CRESTON SERV DIST RE	77.20
2019	RE	G01	WATAUGA COUNTY RE	622.23
2019	PP	F02	BOONE FIRE PP	7.76
2019	PP	F02L	BOONE FIRE LATE LIST	.78
2019	PP	F10	DEEP GAP FIRE PP	6.46
2019	PP	F10L	DEEP GAP FIRE LATE LIST	.65
2019	PP	G01	WATAUGA COUNTY PP	104.22
2019	PP	G01L	WATAUGA COUNTY LATE LIST	10.43
2019	PP	SWF	SANITATION USER FEE	80.00
2019 TOTAL			909.73	
2020	RE	C02	BOONE RE	33.21
2020	RE	G01	WATAUGA COUNTY RE	32.64
2020	PP	C02	BOONE PP	73.68
2020	PP	C02L	BOONE LATE LIST	7.37
2020	PP	F02	BOONE FIRE PP	7.53
2020	PP	F02L	BOONE FIRE LATE LIST	.75
2020	PP	F10	DEEP GAP FIRE PP	6.46
2020	PP	F10L	DEEP GAP FIRE LATE LIST	.65
2020	PP	G01	WATAUGA COUNTY PP	175.07
2020	PP	G01L	WATAUGA COUNTY LATE LIST	17.51
2020	PP	SWF	SANITATION USER FEE	80.00

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 Larry.Warren

WATAUGA COUNTY
 RELEASES - 01/01/2022 TO 01/31/2022

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
		2020 TOTAL	434.87
2021	RE	C02 BOONE RE	35.64
2021	RE	F04 BEAVER DAM FIRE RE	100.40
2021	RE	F09 MEAT CAMP FIRE RE	22.50
2021	RE	G01 WATAUGA COUNTY RE	998.13
2021	PP	F01 FOSCOE FIRE PP	14.69
2021	PP	F02 BOONE FIRE PP	8.00
2021	PP	F02L BOONE FIRE LATE LIST	.73
2021	PP	F07 COVE CREEK FIRE PP	.15
2021	PP	F10 DEEP GAP FIRE PP	10.29
2021	PP	F10L DEEP GAP FIRE LATE LIST	1.03
2021	PP	G01 WATAUGA COUNTY PP	256.22
2021	PP	G01L WATAUGA COUNTY LATE LIST	13.20
2021	PP	SWF SANITATION USER FEE	80.00
		2021 TOTAL	1,540.98
		SUMMARY TOTAL	3,434.78

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2020	C02	BOONE PP	106.89
C02	2020	C02L	BOONE LATE LIST	7.37
C02	2020	G01	WATAUGA COUNTY PP	105.06
C02	2020	G01L	WATAUGA COUNTY LATE LIST	7.24
C02	2021	C02	BOONE RE	35.64
C02	2021	G01	WATAUGA COUNTY RE	32.64
			C02 TOTAL	294.84
F01	2021	F01	FOSCOE FIRE PP	14.69
F01	2021	G01	WATAUGA COUNTY PP	118.40
			F01 TOTAL	133.09
F02	2015	F02	BOONE FIRE PP	6.67
F02	2015	F02L	BOONE FIRE LATE LIST	.67
F02	2015	G01	WATAUGA COUNTY PP	41.75
F02	2015	G01L	WATAUGA COUNTY LATE LIST	4.18
F02	2015	SWF	SANITATION USER FEE	80.00
F02	2016	F02	BOONE FIRE PP	8.00
F02	2016	F02L	BOONE FIRE LATE LIST	.80
F02	2016	G01	WATAUGA COUNTY PP	41.75
F02	2016	G01L	WATAUGA COUNTY LATE LIST	4.18
F02	2016	SWF	SANITATION USER FEE	80.00
F02	2017	F02	BOONE FIRE PP	8.00
F02	2017	F02L	BOONE FIRE LATE LIST	.80
F02	2017	G01	WATAUGA COUNTY PP	47.09
F02	2017	G01L	WATAUGA COUNTY LATE LIST	4.71
F02	2017	SWF	SANITATION USER FEE	80.00
F02	2018	F02	BOONE FIRE PP	8.00
F02	2018	F02L	BOONE FIRE LATE LIST	.80
F02	2018	G01	WATAUGA COUNTY PP	47.09
F02	2018	G01L	WATAUGA COUNTY LATE LIST	4.71
F02	2018	SWF	SANITATION USER FEE	80.00
F02	2019	F02	BOONE FIRE PP	7.76
F02	2019	F02L	BOONE FIRE LATE LIST	.78
F02	2019	G01	WATAUGA COUNTY PP	52.15
F02	2019	G01L	WATAUGA COUNTY LATE LIST	5.22
F02	2019	SWF	SANITATION USER FEE	80.00
F02	2020	F02	BOONE FIRE PP	7.53
F02	2020	F02L	BOONE FIRE LATE LIST	.75
F02	2020	G01	WATAUGA COUNTY PP	50.58
F02	2020	G01L	WATAUGA COUNTY LATE LIST	5.06
F02	2020	SWF	SANITATION USER FEE	80.00
F02	2021	F02	BOONE FIRE PP	8.00
F02	2021	F02L	BOONE FIRE LATE LIST	.73
F02	2021	G01	WATAUGA COUNTY PP	53.72
F02	2021	G01L	WATAUGA COUNTY LATE LIST	4.91
F02	2021	SWF	SANITATION USER FEE	80.00
			F02 TOTAL	986.39
F04	2021	F04	BEAVER DAM FIRE RE	100.40
F04	2021	G01	WATAUGA COUNTY RE	784.14
			F04 TOTAL	884.54

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WATAUGA COUNTY
RELEASES - 01/01/2022 TO 01/31/2022

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F07	2021	F07 COVE CREEK FIRE PP	.15
F07	2021	G01 WATAUGA COUNTY PP	1.21
F07 TOTAL			1.36
F09	2021	F09 MEAT CAMP FIRE RE	22.50
F09	2021	G01 WATAUGA COUNTY RE	181.35
F09 TOTAL			203.85
F10	2019	F10 DEEP GAP FIRE PP	6.46
F10	2019	F10L DEEP GAP FIRE LATE LIST	.65
F10	2019	G01 WATAUGA COUNTY PP	52.07
F10	2019	G01L WATAUGA COUNTY LATE LIST	5.21
F10	2020	F10 DEEP GAP FIRE PP	6.46
F10	2020	F10L DEEP GAP FIRE LATE LIST	.65
F10	2020	G01 WATAUGA COUNTY PP	52.07
F10	2020	G01L WATAUGA COUNTY LATE LIST	5.21
F10	2021	F10 DEEP GAP FIRE PP	10.29
F10	2021	F10L DEEP GAP FIRE LATE LIST	1.03
F10	2021	G01 WATAUGA COUNTY PP	82.89
F10	2021	G01L WATAUGA COUNTY LATE LIST	8.29
F10 TOTAL			231.28
FX9	2019	FX9 MEAT CAMP/CRESTON SERV DIST RE	77.20
FX9	2019	G01 WATAUGA COUNTY RE	622.23
FX9 TOTAL			699.43
SUMMARY TOTAL			3,434.78

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AGENDA ITEM 8:

TAX MATTERS

C. Tax Lien Report

MANAGER'S COMMENTS:

Mr. Warren will review the Tax Lien Report. The Tax Lien Report is available through the same link as the information packet. Board action is requested to accept the report listing delinquent tax bills that are liens on real property and to authorize the advertisement of such liens.

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AGENDA ITEM 9:

SOCIAL SERVICES LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) FUNDS

MANAGER'S COMMENTS:

Mr. Tom Hughes, Social Services Director, will request the Board approve additional funding from the LIEAP. The original authorization was \$200,000 with an increase of \$117,623 for a total amount of \$317,623.

Board action is required to accept the additional funding in the amount of \$117,623.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

December 21, 2021

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Auto Pandemic Low Income Energy Assistance Program (LIEAP) Payments

Priority: Information & Action

As result of the state budget being passed, the American Rescue Plan Act (ARPA) funds will be used for a pandemic automatically authorized payment for households with children age 0-10 that are receiving FNS and received LIEAP last Fiscal Year 2020-2021. Automatically authorized payments will be generated based on the households primary heating source. Households will receive \$300 for wood, \$400 for gas and \$500 for electric. This process will be the same process that was used for the automatically authorized payments done in December 2020 utilizing the CARES Act Pandemic LIEAP funds and will be solely based on the households' heating source and not their income or available resources.

These households will receive a notice with prepopulated information from 2020-2021 LIEAP application. The households will be instructed to update any changes to their heating source and account information and return to the local county department of social services. Income and resources are **not** counted for pandemic funds.

- If changes in the heating source or accounted information is reported, the county will need to update the information in NC FAST. Income and resources information do not need to be updated because they will not be counted.
- If no changes are reported, 2020-2021 LIEAP information will be used to approve the application.
- Beginning December 20, 2021, the clone applications will display in NC FAST in a "waiting list" status. County workers **should not** take any actions on these applications until January 3, 2022. A report will also be posted in FAST HELP for county workers, listing all eligible households.
- December 21, 2021, notices will be mailed to households informing them to contact their local county DSS office between January 3, 2022 and January 19, 2022 if there were any changes to their heating sources and/or heating vendor.
- Starting January 3, 2022, through January 19, 2022 caseworkers can edit and confirm changes to applications but **should not** authorize or approve applications.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES • ECONOMIC AND FAMILY SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420

www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

- NC FAST will run a batch to authorize the pandemic payments on January 22, 2022, and approval notices will be sent to households on January 25, 2022.
- Due to regular LIEAP, Pandemic funds will not be loaded until January. This is to ensure that the system is pulling funds from the correct funding source. Attached is a copy of the funding authorization for counties to present to their boards for approval. Once the funds are loaded into the system, a communication will be issued. This will be sent prior to approval notices being sent to households.

If you have any questions, please contact Jasmyne Simmons via email at Jasmyne.Simmons@dhhs.nc.gov

Sincerely,



Carla West, Senior Director for Economic Security

CLW/js

EFS-FNSEP-101-2021



DIVISION OF SOCIAL SERVICES

Low-Income Household Assistance Program (LIEAP)

FUNDING SOURCE: American Rescue Plan Act (ARPA)

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	1,112,382.00	1,112,382.00	0.00	0.00	1,112,382.00	1,112,382.00
02	ALEXANDER	194,542.00	194,542.00	0.00	0.00	194,542.00	194,542.00
03	ALLEGHANY	81,608.00	81,608.00	0.00	0.00	81,608.00	81,608.00
04	ANSON	268,455.00	268,455.00	0.00	0.00	268,455.00	268,455.00
05	ASHE	186,269.00	186,269.00	0.00	0.00	186,269.00	186,269.00
06	AVERY	102,438.00	102,438.00	0.00	0.00	102,438.00	102,438.00
07	BEAUFORT	417,905.00	417,905.00	0.00	0.00	417,905.00	417,905.00
08	BERTIE	227,971.00	227,971.00	0.00	0.00	227,971.00	227,971.00
09	BLADEN	348,290.00	348,290.00	0.00	0.00	348,290.00	348,290.00
10	BRUNSWICK	688,354.00	688,354.00	0.00	0.00	688,354.00	688,354.00
11	BUNCOMBE	1,483,989.00	1,483,989.00	0.00	0.00	1,483,989.00	1,483,989.00
12	BURKE	661,114.00	661,114.00	0.00	0.00	661,114.00	661,114.00
13	CABARRUS	879,378.00	879,378.00	0.00	0.00	879,378.00	879,378.00
14	CALDWELL	526,850.00	526,850.00	0.00	0.00	526,850.00	526,850.00
15	CAMDEN	37,628.00	37,628.00	0.00	0.00	37,628.00	37,628.00
16	CARTERET	340,482.00	340,482.00	0.00	0.00	340,482.00	340,482.00
17	CASWELL	188,297.00	188,297.00	0.00	0.00	188,297.00	188,297.00
18	CATAWBA	975,111.00	975,111.00	0.00	0.00	975,111.00	975,111.00
19	CHATHAM	266,989.00	266,989.00	0.00	0.00	266,989.00	266,989.00
20	CHEROKEE	224,511.00	224,511.00	0.00	0.00	224,511.00	224,511.00
21	CHOWAN	131,967.00	131,967.00	0.00	0.00	131,967.00	131,967.00
22	CLAY	75,521.00	75,521.00	0.00	0.00	75,521.00	75,521.00
23	CLEVELAND	940,822.00	940,822.00	0.00	0.00	940,822.00	940,822.00
24	COLUMBUS	559,539.00	559,539.00	0.00	0.00	559,539.00	559,539.00
25	Craven	625,717.00	625,717.00	0.00	0.00	625,717.00	625,717.00
26	CUMBERLAND	2,961,784.00	2,961,784.00	0.00	0.00	2,961,784.00	2,961,784.00
27	CURRITUCK	98,346.00	98,346.00	0.00	0.00	98,346.00	98,346.00
28	DARE	141,785.00	141,785.00	0.00	0.00	141,785.00	141,785.00
29	DAVIDSON	1,172,791.00	1,172,791.00	0.00	0.00	1,172,791.00	1,172,791.00
30	DAVIE	211,536.00	211,536.00	0.00	0.00	211,536.00	211,536.00
31	DUPLIN	433,645.00	433,645.00	0.00	0.00	433,645.00	433,645.00
32	DURHAM	1,902,305.00	1,902,305.00	0.00	0.00	1,902,305.00	1,902,305.00
33	EDGECOMBE	622,713.00	622,713.00	0.00	0.00	622,713.00	622,713.00
34	FORSYTH	2,560,630.00	2,560,630.00	0.00	0.00	2,560,630.00	2,560,630.00
35	FRANKLIN	389,958.00	389,958.00	0.00	0.00	389,958.00	389,958.00
36	GASTON	1,448,821.00	1,448,821.00	0.00	0.00	1,448,821.00	1,448,821.00
37	GATES	79,056.00	79,056.00	0.00	0.00	79,056.00	79,056.00
38	GRAHAM	64,694.00	64,694.00	0.00	0.00	64,694.00	64,694.00
39	GRANVILLE	370,303.00	370,303.00	0.00	0.00	370,303.00	370,303.00
40	GREENE	182,899.00	182,899.00	0.00	0.00	182,899.00	182,899.00
41	GUILFORD	3,953,274.00	3,953,274.00	0.00	0.00	3,953,274.00	3,953,274.00
42	HALIFAX	645,904.00	645,904.00	0.00	0.00	645,904.00	645,904.00
43	HARNETT	895,230.00	895,230.00	0.00	0.00	895,230.00	895,230.00
44	HAYWOOD	352,374.00	352,374.00	0.00	0.00	352,374.00	352,374.00
45	HENDERSON	522,507.00	522,507.00	0.00	0.00	522,507.00	522,507.00
46	HERTFORD	266,756.00	266,756.00	0.00	0.00	266,756.00	266,756.00
47	HOKE	431,759.00	431,759.00	0.00	0.00	431,759.00	431,759.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	44,692.00	44,692.00	0.00	0.00	44,692.00	44,692.00
49	IREDELL	635,331.00	635,331.00	0.00	0.00	635,331.00	635,331.00
50	JACKSON	280,336.00	280,336.00	0.00	0.00	280,336.00	280,336.00
51	JOHNSTON	1,176,735.00	1,176,735.00	0.00	0.00	1,176,735.00	1,176,735.00
52	JONES	91,051.00	91,051.00	0.00	0.00	91,051.00	91,051.00
53	LEE	410,443.00	410,443.00	0.00	0.00	410,443.00	410,443.00
54	LENOIR	632,283.00	632,283.00	0.00	0.00	632,283.00	632,283.00
55	LINCOLN	406,322.00	406,322.00	0.00	0.00	406,322.00	406,322.00
56	MACON	221,080.00	221,080.00	0.00	0.00	221,080.00	221,080.00
57	MADISON	141,432.00	141,432.00	0.00	0.00	141,432.00	141,432.00
58	MARTIN	229,548.00	229,548.00	0.00	0.00	229,548.00	229,548.00
59	MCDOWELL	333,340.00	333,340.00	0.00	0.00	333,340.00	333,340.00
60	MECKLENBURG	5,411,660.00	5,411,660.00	0.00	0.00	5,411,660.00	5,411,660.00
61	MITCHELL	106,320.00	106,320.00	0.00	0.00	106,320.00	106,320.00
62	MONTGOMERY	190,229.00	190,229.00	0.00	0.00	190,229.00	190,229.00
63	MOORE	496,441.00	496,441.00	0.00	0.00	496,441.00	496,441.00
64	NASH	735,584.00	735,584.00	0.00	0.00	735,584.00	735,584.00
65	NEW HANOVER	1,303,546.00	1,303,546.00	0.00	0.00	1,303,546.00	1,303,546.00
66	NORTHAMPTON	225,116.00	225,116.00	0.00	0.00	225,116.00	225,116.00
67	ONSLow	976,156.00	976,156.00	0.00	0.00	976,156.00	976,156.00
68	ORANGE	682,524.00	682,524.00	0.00	0.00	682,524.00	682,524.00
69	PAMLICO	86,795.00	86,795.00	0.00	0.00	86,795.00	86,795.00
70	PASQUOTANK	307,745.00	307,745.00	0.00	0.00	307,745.00	307,745.00
71	PENDER	326,139.00	326,139.00	0.00	0.00	326,139.00	326,139.00
72	PERQUIMANS	99,577.00	99,577.00	0.00	0.00	99,577.00	99,577.00
73	PERSON	303,512.00	303,512.00	0.00	0.00	303,512.00	303,512.00
74	PITT	1,519,699.00	1,519,699.00	0.00	0.00	1,519,699.00	1,519,699.00
75	POLK	105,887.00	105,887.00	0.00	0.00	105,887.00	105,887.00
76	RANDOLPH	939,558.00	939,558.00	0.00	0.00	939,558.00	939,558.00
77	RICHMOND	588,500.00	588,500.00	0.00	0.00	588,500.00	588,500.00
78	ROBESON	1,866,354.00	1,866,354.00	0.00	0.00	1,866,354.00	1,866,354.00
79	ROCKINGHAM	764,186.00	764,186.00	0.00	0.00	764,186.00	764,186.00
80	ROWAN	929,079.00	929,079.00	0.00	0.00	929,079.00	929,079.00
81	RUTHERFORD	559,802.00	559,802.00	0.00	0.00	559,802.00	559,802.00
82	SAMPSON	519,857.00	519,857.00	0.00	0.00	519,857.00	519,857.00
83	SCOTLAND	456,502.00	456,502.00	0.00	0.00	456,502.00	456,502.00
84	STANLY	340,257.00	340,257.00	0.00	0.00	340,257.00	340,257.00
85	STOKES	267,342.00	267,342.00	0.00	0.00	267,342.00	267,342.00
86	SURRY	548,458.00	548,458.00	0.00	0.00	548,458.00	548,458.00
87	SWAIN	97,152.00	97,152.00	0.00	0.00	97,152.00	97,152.00
88	TRANSYLVANIA	190,266.00	190,266.00	0.00	0.00	190,266.00	190,266.00
89	TYRRELL	39,506.00	39,506.00	0.00	0.00	39,506.00	39,506.00
90	UNION	812,488.00	812,488.00	0.00	0.00	812,488.00	812,488.00
91	VANCE	498,732.00	498,732.00	0.00	0.00	498,732.00	498,732.00
92	WAKE	3,713,584.00	3,713,584.00	0.00	0.00	3,713,584.00	3,713,584.00
93	WARREN	203,556.00	203,556.00	0.00	0.00	203,556.00	203,556.00
94	WASHINGTON	133,067.00	133,067.00	0.00	0.00	133,067.00	133,067.00
95	WATAUGA	317,623.00	317,623.00	0.00	0.00	317,623.00	317,623.00
96	WAYNE	1,061,135.00	1,061,135.00	0.00	0.00	1,061,135.00	1,061,135.00
97	WILKES	505,048.00	505,048.00	0.00	0.00	505,048.00	505,048.00
98	WILSON	788,339.00	788,339.00	0.00	0.00	788,339.00	788,339.00
99	YADKIN	221,907.00	221,907.00	0.00	0.00	221,907.00	221,907.00
100	YANCEY	130,823.00	130,823.00	0.00	0.00	130,823.00	130,823.00
	Total	\$ 65,227,843.00	\$ 65,227,843.00	\$ -	\$ -	\$ 65,227,843.00	\$ 65,227,843.00

Low-Income Household Assistance Program (ARPA)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCE5C6
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIEAP ARPA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

December 15, 2021

AGENDA ITEM 10:

FINANCE MATTERS

A. Proposed Audit Contract for Fiscal Year Ending June 30, 2022

MANAGER'S COMMENTS:

Ms. Watson will request the Board approve Fiscal Year 2021-22 audit contract and engagement letter with C. Randolph CPA, PLLC. The contract amount of \$47,800 covers the annual audit. Adequate funds are available to cover the expenditure.

Board approval is required to accept the contract with C. Randolph, CPA, PLLC for the County's Fiscal Year 21-22 audit in the amount not to exceed \$47,800.



WATAUGA COUNTY FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: C. Randolph CPA, PLLC Contract for FY 21-22
DATE: February 10, 2022

Attached is a copy of the fiscal year 2021-22 audit contract and engagement letter with C. Randolph CPA, PLLC. The contract amount of \$47,800 covers the annual audit.

The funding for this contract is located in the Finance Department budget for FY 21-22. Contracts are required to be approved annually by the Local Government Commission and Board of Commissioners.

Board approval is requested for a contract amount not to exceed \$47,800 with C. Randolph, CPA, PLLC for the County's Fiscal Year 21-22 audit.

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board Board of Commissioners
of	Primary Government Unit Watauga County
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name C. Randolph CPA, PLLC
	Auditor Address 560 Beaver Creek School Rd., West Jefferson, NC 28694

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2021

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification). **#26**

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Misty Watson	Finance Director	misty.watson@watgov.org

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

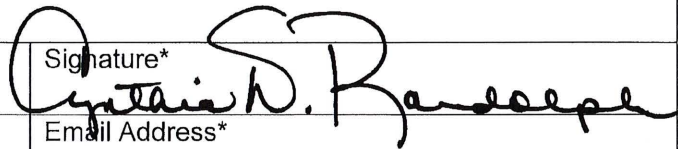
Primary Government Unit	Watauga County
Audit Fee	\$ 38,800.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$ 9,000.00
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 35,850.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* C. Randolph CPA, PLLC	
Authorized Firm Representative (typed or printed)* Cynthia D. Randolph	Signature* 
Date* 2/3/2022	Email Address* cindy@crandolphcpa.com

GOVERNMENTAL UNIT

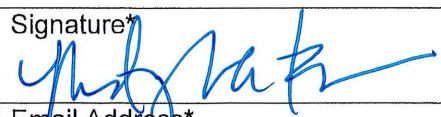
Governmental Unit* Watauga County	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* John Welch	Signature*
Date	Email Address john.welch@watgov.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Misty Watson	Signature* 
Date of Pre-Audit Certificate* 2/4/22	Email Address* misty.watson@watgov.org

CONTRACT TO AUDIT ACCOUNTS

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

C. Randolph CPA, PLLC
Certified Public Accountant
 560 Beaver Creek School Rd.
 West Jefferson, North Carolina 28694
 Phone: (336) 846-3211
 Fax: (336) 846-1142

To the Board of Commissioners and Finance Director

February 3, 2022

Watauga County
 814 West King St., Rm. 216
 Boone, NC 28607

We are pleased to confirm our understanding of the services we are to provide Watauga County for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, one of the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Watauga County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Watauga County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Watauga County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in the Net Pension Liability-Law Enforcement Officers' Special Separation Allowance Irrevocable Trust (LEOSSA)
- 3) Schedule of the Net Pension Liability (LEOSSA)
- 4) Schedule of County's Contributions (LEOSSA)
- 5) Schedule of Changes in the OPEB Liability and Related Ratios (OPEB)
- 6) Schedule of County's Contributions (OPEB)
- 7) Schedule of Investment Returns (OPEB)
- 8) Schedule of County's Proportionate Share of Net Pension Liability (Asset) (LGERS)
- 9) Schedule of County's Contribution (LGERS)
- 10) Schedule of County's Proportionate Share of Net Pension Liability (Asset) (RODSPF)
- 11) Schedule of County's Contribution (RODSPF)

We have also been engaged to report on supplementary information other than RSI that accompanies Watauga County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal and State Awards
- 2) Combining and Individual Fund Schedules
- 3) Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Ad Valorem Taxes Receivable
- 2) Analysis of Current Tax Levy – County-Wide Levy
- 3) Secondary Market Disclosures
- 4) Ten Largest Taxpayers
- 5) Analysis of Current Tax Levy – Fire Districts

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and State awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of Commissioners of Watauga County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we

are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and State award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to

management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Watauga County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Watauga County's major programs. For federal and State programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Watauga County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Watauga County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and State statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and State statutes, regulations, and the terms and conditions of federal and State awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 31, 2021.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Watauga County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of C. Randolph CPA, PLLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal or State agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. Randolph CPA, PLLC, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in early September and to issue our reports no later than October 31, 2021. Cynthia D. Randolph is the engagement CPA and is responsible for supervising the engagement and signing the reports.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$47,800. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2018 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Watauga County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Cynthia D. Randolph
CPA

RESPONSE:

This letter correctly sets forth the understanding of Watauga County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.



Date Finance Director



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Owner of C. Randolph CPA, PLLC and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC (the firm) in effect for the year ended October 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC in effect for the year ended October 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. C. Randolph CPA, PLLC has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

December 4, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

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AGENDA ITEM 10:

FINANCE MATTERS

B. Proposed Office of State Budget and Management (OSBM) Conflict of Interest Policy

MANAGER'S COMMENTS:

The County was awarded State Construction Infrastructure Funds (SCIF) grants for several projects in the County. As part of the award the County is required to adopt a Conflict of Interest Policy.

Board action is required to adopt the attached Conflict of Interest Policy as presented.



WATAUGA COUNTY

FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Conflict of Interest Policy
DATE: February 8, 2022

The Office of State Budget and Management (OSBM) has released requirements regarding disbursement of State funds and adopting a policy addressing conflicts of interest that may arise involving management employees and members of its Board of Commissioners. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or Commissioners of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

The attached Conflict of Interest Policy is recommended for adoption as it is compliant with the OSBM.



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

John Welch, Chairman
Billy Kennedy, Vice-Chairman
Carrington Pertalion
Larry Turnbow
Charlie Wallin

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER
Deron T. Geouque

COUNTY ATTORNEY
Anthony di Santi

CONFLICT OF INTEREST POLICY FOR THE DISBURSEMENT OF FEDERAL OR STATE FUNDS

SECTION I: Purpose

This Conflict of Interest Policy for the Disbursement of Federal or State Funds is designed to maintain public confidence in the integrity of the government and in the responsible exercise of the trust conferred upon elected officials and employees by the people. This policy will help elected officials and employees identify situations that present potential conflicts of interest and avoid the appearance of impropriety in the disbursement of Federal or State Funds, in accordance with NCGS 143C-6-23(b). The County of Watauga hereby adopts a procedure that, if observed, will allow a transaction to be treated as valid and binding even though an elected official or management employee has or may have a Conflict of Interest with respect to said transaction. In the event there is a conflict between the requirements and the procedures prescribed herein and those in federal or state law, the federal or state law shall control.

SECTION II: Conflict of Interest Defined

For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

- a) A Commissioner is related to another Commissioner;
- b) A Commissioner is related to an employee;
- c) A Commissioner is also an employee;
- d) An employee in a supervisory capacity is related to another employee whom he/she supervises;
- e) A Commissioner or employee receives payment from the County of Watauga for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy;
- f) A Commissioner or employee is a member of the governing body of a contributor to the County of Watauga;
- g) A Commissioner or employee may have personal, financial, professional, or political gain at the expense of the County of Watauga;
- h) A Commissioner or employee directly or indirectly solicits, accepts, or receives any gift having greater than nominal or insignificant value under circumstances in which it could reasonably be inferred that the gift was intended or could reasonably be expected to influence the Commissioner or employee in the performance of his or her duties, provided that lawful political contributions shall not be considered as gifts under the provisions of this policy; or
- i) A Commissioner or employee engages in activities that may cause a loss of public credibility in the County of Watauga or create a public impression of impropriety.

SECTION III: Definitions

- A. A *Conflict of Interest* is any circumstance described in Section II of this Policy.
- B. A *Responsible Person* is any person serving as a member of the Board of Commissioners, a committee member, or as an employee of The County of Watauga.
- C. A *Family Member* is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- D. A *Contract or Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of pecuniary relationship.

SECTION IV: Procedures

- A. *Disclosure*: Before board or committee action on a Contract or Transaction involving the selection, award, or administration of a procurement transaction in which federal or state funds are used in which a Conflict of Interest exists, a County Commissioner or committee member having a Conflict of Interest who attends the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. A County Commissioner or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act to select, award, or administer a procurement transaction in which federal or state funds are used and that he or she has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting. Responsible Persons who are not members of the Watauga County Board of Commissioners or committee members or who have a Conflict of Interest with respect to a Contract or Transaction which is not the subject of board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to said Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect The County of Watauga's participation in such Contract or Transaction.
 - a. *In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.*
- B. *Abstention*: A person who has a Conflict of Interest shall not participate in the discussion of the selection, award, or administration of a procurement transaction in which federal or state funds are used, except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside of the meeting. A person who has a Conflict of Interest with respect to a Contract or Transaction involving the selection, award, or administration of a procurement transaction in which federal or state funds are used that will be voted on at a meeting may not vote on the Contract or Transaction. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- C. *Sanctions*: Existence of a Conflict of Interest shall render a Contract or a Transaction voidable unless full disclosure of personal interest is made to the Board of Commissioners and such transaction was approved by the Board in full knowledge of such interest. The disinterested Commissioners are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a Commissioner, committee member, or employee for failure to disclose a Conflict of Interest as described in Section II or for any appearance of a Conflict of Interest. Appeal from sanctions described herein shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal. In the event that the County of Watauga has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested Commissioner, committee member, or employee due to a Conflict of Interest and consequent sanctions and in the event that the County of Watauga prevails in such legal action, litigation, or appeal, the County of Watauga shall be entitled to recover all of its costs and attorney's fees from the unsuccessful party.

SECTION V: Confidentiality

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of The County of Watauga. Furthermore, a Responsible Person shall not disclose or use information relating to the business of The County of Watauga for the personal profit or advantage of the Responsible Person or a Family Member.

SECTION VI: Review of Policy

- A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- B. This policy shall be reviewed annually by each member of the Board of Commissioners, each committee member, and each management employee.
- C. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Adopted this the 15th day of February, 2022

WATAUGA COUNTY

By: _____

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 10:

FINANCE MATTERS

C. Proposed Grant Project Ordinance Establishment and Maintenance of OSBM State Capital Infrastructure Fund

MANAGER'S COMMENTS:

Ms. Watson will present the project ordinance for the establishment and maintenance of OSBM state capital infrastructure funds.

Board action is required to approve the project ordinance as presented.

STATE OF NORTH CAROLINA

WATAUGA COUNTY

**Watauga County Grant Project Ordinance
Establishment and Maintenance of OSBM State Capital
Infrastructure Fund**

BE IT ORDAINED by the Watauga County Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the general statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance is to establish a budget for projects to be funded by the Office of State Budget and Management State Capital Infrastructure Funds (SCIF). The Finance Director is hereby directed to account for all SCIF receipts by means of a grant project fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes. Funds from the SCIF may be expended only for those authorized in the SCIF directed grants and in accordance with subsequent guidance from the OSBM and the General Assembly.

Section 2. The Grant Project Ordinance expires on December 31, 2026, or when all the SCIF funds have been obligated and expended by the County, whichever occurs sooner.

Section 3. The following anticipated revenues and appropriations are hereby adopted for the SCIF Grant Project Fund:

OSBM SCIF	\$662,500
Total revenues	\$662,500
Reserve for SCIF Authorized Expenditures	\$662,500
Total expenditures	\$662,500

Section 4. The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5. Copies of this grant project ordinance shall be furnished to the Clerk of the Governing Board, to the Budget Officer and to the Finance Director for direction in carrying out this project.

ADOPTED this 15th day of February, 2022.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board

AGENDA ITEM 11:

EMERGENCY SERVICES MATTERS

A. Proposed Sampson Tower Lease & VIPER Lease

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the Board approve a lease with the State of North Carolina for the Sampson Tower site. The State will utilize the site for VIPER communications and be responsible for the maintenance and upkeep of the equipment and tower.

Board approval is required to execute the lease with the State of North Carolina for the Sampson Tower site for VIPER communications.

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the COUNTY OF WATAUGA, a body politic and corporate, hereinafter referred to as "Lessor"; and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessee"; (Lessor and Lessee are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol, has requested and approved the execution of this instrument herein specified; and,

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by Resolution adopted by the Governor and Council of State on the 9th day of January 2018; and,

WHEREAS, the Parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises with all rights, privileges and appurtenances thereto belonging,

The terms and conditions of this lease are as follows:

1. Premises. The "Premises" shall consist of approximately .02 acres of land located at 1432 Sampson Road, Boone, Watauga County, North Carolina, with GPS coordinates N 36° 09' 15.91", W 81° 36' 10.08", (the "Site"), for the Lessee to construct a 180' communications tower (the "Tower") along with an equipment building (the "Building") and being more particularly described in the construction documents prepared by Engineering Tower Solutions, PLLC, Site Name: AHO, Site Number: HP-1382, dated 04/16/2021, attached hereto and incorporated herein as Exhibit A.

2. Term. The initial term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of February 2022 and terminating on the 31st day of January 2032. The Lease may be automatically renewed for two (2) additional ten (10) year periods.

3. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
4. Equipment and Use. Lessee shall use the Premises for the purpose of installing, operating, maintaining, adding, repairing, and replacing antenna, microwave dishes, transmission lines, cables, wires, receivers, repeater(s), generator(s), transmitter(s), transfer switch(es), waveguides, batteries, fencing and other accessories necessary to support its communications system (all such equipment whether located on the Tower or in the Building being collectively referred to herein as the "Communications Equipment"). Lessee intends to primarily use the Communication Equipment to support its Voice Interoperable Plan for Emergency Responders ("VIPER"). Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Lessee agrees that the use and operation of any Communications Equipment shall be consistent with the quiet use, enjoyment, and occupancy of Lessor.
5. Fixtures. Lessor agrees that the Communications Equipment and any other items belonging to the Lessee shall remain property of the Lessee and shall not be, become, or deemed by Lessor to be fixtures upon the Premises.
6. Maintenance / Utilities. Lessee shall be responsible for the maintenance and operation of the Building and its Communications Equipment, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Building and Communications Equipment, which is the result of Lessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.
7. Condition of Tower. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its employees or agents, shall maintain and repair the Tower, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessor's part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessor assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.
8. Governmental Approvals and Compliance. During the Term, Lessee shall comply with all State and Federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or Federal licenses, or authorizations required for the installation of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). The Communications Equipment shall be designed,

constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices.

9. Access. Lessor hereby grants to Lessee for the Term an access and utility easement appurtenant to the Premises. Lessor warrants and represents that it has the right to convey the easement for ingress and egress hereby granted. Lessee shall be responsible for the cost of repairing any damage caused by Lessee's use of said easement.

10. Insurance & Liability.

(a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents and employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity under the Eleventh Amendment of the Constitution of the United States.

(c) As between Lessor and Lessee, Lessor, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agent and employees. As to third parties, Lessor, solely to the extent indemnified by an insurance policy such that any amounts paid by Lessor to Lessee comes from insurance proceeds and not from Lessor's funds, agrees to save Lessee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees, by reason of damage to any person(s) or property on or about the Premises, which may arise or be claimed to have arisen as a result of the use of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessee, its agents or employees.

11. Condition of Communications Equipment. Lessee has the right and responsibility to repair and maintain the Communication Equipment. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Communications Equipment and access to the Premises, if applicable thereto, such that Lessee may utilize the Premises for the purposes and to the extent herein permitted. Installation, maintenance and repair of the Communications Equipment must comply with all State and Federal ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee's part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

12. Security. Lessor agrees that the Building and Communications Equipment may be secured by a locked fence.

13. Taxes. Lessee is exempt from taxation and therefore shall not pay any real or personal property taxes attributable to or assessed on, its interest in the Tower, the Building or the Communications Equipment.

14. Right to Terminate. Lessee may terminate this lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

(a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Communications Equipment on the Premises; or

(b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or

(c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or

(d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Lessee's use of the Premises; or

(e) Lessee determines, in its sole discretion, that the Premises is no longer needed.

15. Termination. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall have the right to remove from the Premises the Communications Equipment and any other items belonging to Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal Communications Equipment.

16. Title & Quiet Possession. Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Term.

17. Holdover. Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. Hazardous Materials.

(a) For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 17 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

(b) Lessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises and the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Lessee's use of the Premises. Lessor represents warrants and agrees that it has in the past and during the term of this Lease will conduct its activities on the Site in compliance with all applicable Environmental Laws and that the Site is free of Hazardous Materials as of the date of this Lease. Lessor shall be responsible for, and promptly conduct any investigation and remediation as required by any Environmental Law or common law, of all spills or other release of Hazardous Materials on the Site, not caused solely by Lessee, that have occurred in the past or which may occur during the Term. To the extent permitted by applicable law, Lessor agrees to be liable and hold Lessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Site, caused by or within the control of Lessor.

19. Availability of Funds. Lessor and Lessee agree and understand that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of rent or maintenance and operation of the Communications Equipment. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rent or maintenance and operation of the Communications Equipment are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.
20. Assignment and Subletting. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.
21. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.
22. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.
23. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
24. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
25. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.
26. Complete Agreement. This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.
27. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

29. Interpretation. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

30. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

31. Authority. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

32. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

34. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: County of Watauga
Attn: County Manager
814 Kings Street
Boone, North Carolina 28607

to Lessee: North Carolina Department of Public Safety
Attn: Lease Coordinator
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center

Raleigh, North Carolina 27699-1616

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

[remainder of page intentionally left blank – signatures on following pages]

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgements below.

LESSOR:

COUNTY OF WATAUGA

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk

(Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the COUNTY OF WATAUGA and that by authority duly given and as an act of the COUNTY OF WATAUGA, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2021.

My Commission Expires: _____

Notary Public
Print Name: _____

LESSOR:

STATE OF NORTH CAROLINA

By: _____
Tim Walton, Director
State Property Office
NC Department of Administration

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

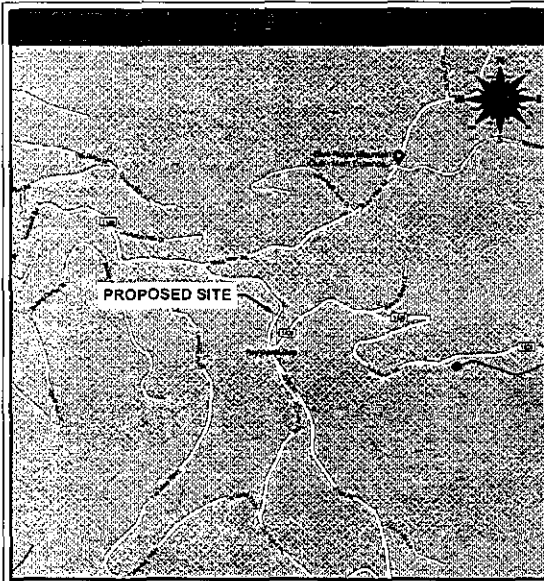
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A



SITE NAME:
AHO

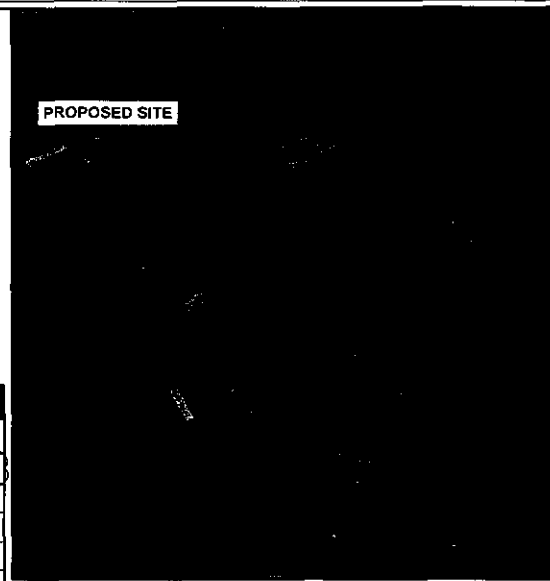
SITE NUMBER:
HP-1382

SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607

LATITUDE & LONGITUDE:
N 36° 09' 15.91" , W 81° 36' 10.08"

PROGRAM NUMBER:
15876

PROJECT NUMBER:
21-22889-01A



SITE TYPE:	NEW CONSTRUCTION
STRUCTURE TYPE:	SELF SUPPORT
STRUCTURE OWNER:	NORTH CAROLINA HIGHWAY PATROL
SITE NUMBER:	HP-1382
ANTENNA SITE REG. NO.:	TBD
STRUCTURE HEIGHT (AGL):	180±
OCCUPANCY TYPE:	UTILITY & MISCELLANEOUS (U)
STRUCTURE LATITUDE:	N 36° 09' 15.91" (36.154420)
STRUCTURE LONGITUDE:	W 81° 36' 10.08" (-81.602800)
JURISDICTION:	WATAUGA COUNTY
COUNTY:	WATAUGA
PARCEL ID:	2838155079000
GROUND ELEV. (AMSL):	3719.7'
POWER PROVIDER:	TBD
FIBER PROVIDER:	TBD

SHEET #S	SHEET TITLES
T-1	TITLE PAGE
1 OF 2	SURVEY
2 OF 2	SURVEY
GN-1 : GN-3	GENERAL NOTES I : GENERAL NOTES III
GN-4 : GN-7	NC APPENDIX B I : NC APPENDIX B IV
C-1.0	OVERALL PROPERTY PLAN
C-1.1	OVERALL SITE PLAN
C-1.2	DETAILED SITE PLAN
C-1.3	DIMENSIONED SITE PLAN
C-1.4	PROPOSED GRADING PLAN
C-2	TOWER ELEVATION
C-3	ANTENNA SCHEDULE & LAYOUTS
C-4.1	SHELTER DETAILS
C-4.2	SHELTER FOUNDATION DETAILS
C-4.3	GENERATOR DETAILS
C-4.4	ICE BRIDGE DETAILS
C-4.5	FENCE DETAILS
C-4.6	GRADING DETAILS
E-1	ELECTRICAL NOTES
E-2	ELECTRICAL PLAN & DETAILS
E-3.1	PANEL SCHEDULE "PP1 UTILITY"
E-3.2	PANEL SCHEDULE "PP2 TECH"
E-4	ONE-LINE DIAGRAM
G-1	GROUNDING PLANS
G-2.1 : G-2.3	GROUNDING DETAILS I - III

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROPOSED SCOPE OF WORK INCLUDES INSTALLATION OF A NEW COMPOUND WITH A NEW 180' SELF SUPPORT TOWER, NEW 11'-6"x19'-0" EQUIPMENT SHELTER AND A NEW GENERATOR.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

- 2018 N.C. BUILDING CODE (2015 IBC WITH N.C. AMENDMENTS)
- 2018 N.C. FIRE CODE (2015 IFC WITH N.C. AMENDMENTS)
- 2018 N.C. FUEL GAS CODE (2015 IFGC WITH N.C. AMENDMENTS)
- 2018 N.C. MECHANICAL CODE (2015 IMC WITH N.C. AMENDMENTS)
- 2018 INTERNATIONAL PLUMBING CODE (2015 IPC WITH N.C. AMENDMENTS)
- 2018 INTERNATIONAL EXISTING BUILDING CODE (2015 IEBIC WITH N.C. AMENDMENTS)
- 2017 N.C. ELECTRICAL CODE (2017 NEC)



PREPARED BY:

ETS
ENGINEERING TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
o. 919-782-2710, f. 919-435-0531
www.engineeringtowerolutions.com



SITE NAME:
AHO

SITE NUMBER:
HP-1382

PROJECT NUMBER:
21-22889-01A

SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607

LATITUDE/LONGITUDE:
36.154420°, -81.602800°

SEAL:

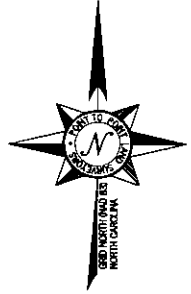
FIRM #: P-1016

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
2	02/19/2021	CLIENT COMMENTS
3	03/18/2021	CLIENT COMMENTS
4	04/19/2021	CLIENT COMMENTS
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
TITLE PAGE

SHEET # T-1 CURRENT REV # 4
ETS #: 204055.AE.02



N/F
BONNIE BRUMFIELD
PARCEL # 2838154282000
DB 1372 PG 332

SITE INFORMATION
LEASE AREA = 1422 SQUARE FEET (0.0326 ACRES)
LATITUDE = 36° 09' 15.91" (NAD 83) (36.1544207)
LONGITUDE = 81° 26' 10.08" (NAD 83) (81.6026007)
AT PROPOSED TOWER
ELEVATION AT PROPOSED TOWER = 3719.7' A.M.S.L.

N/F
JAMES ROBERT YOOD
PARCEL # 2838156402000
DB 190 PG 844

N/F
DANIEL F. & EDITH V. COFFEY
PARCEL # 2838155104000
(PER TAX ASSESSOR)

PARENT PARCEL

OWNER: CARROLL NC PROPERTIES, LLC.
SITE ADDRESS: SAMPSON RD., BOONE, NC 28607
PARCEL ID: 2838156079000
AREA: 0.32 ACRES (PER TAX ASSESSOR)
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.
REFERENCE: PLAT BOOK 27 PAGE 393
DEED BOOK 1893 PAGE 706

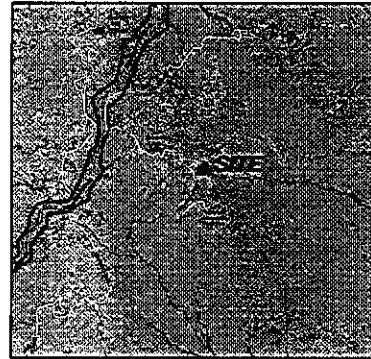
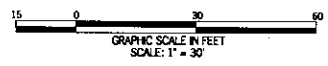
LINE TABLE

LINE	BEARING	DISTANCE
L1	N75°11'59"E	12.84'
L2	N40°27'43"E	9.24'

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:
POSITIONAL ACCURACY: 0.02 FEET (0.006 M) (3.00 FEET (0.91 M) RATIO)
TYPE OF EQUIPMENT: GEOMAX ZENITH30 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATE OF SURVEY: 12/10/2020
DATUM / EPOCH: NAD 83(2011)EPOCH(2010.0)0000
PUBLISHED / FIXED CONTROL USE: N/A
OSD MODEL: 18
CONVERGENCE FACTORS: 0.99980421 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON
CONVERGENCE ANGLE: -1.50208611°
BENCH-MARKS USED: DL1707, DM3523, DE8230, DL2080, DF5767, DK7549, DK4043, DU9532, OL1894

LEGEND
N/F BORN PIN FOUND
EP EDGE OF IMPROVEMENT
N/F NON-FORMERLY
AB REMAIN
N/W RIGHT-OF-WAY



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF ENGINEERED TOWER SOLUTIONS, PLLC, AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EVIDENT OR EVIDENCE IN THE FUTURE TRANSFER OF THE PARENT PARCEL, NOR ANY PORTION OR PORTIONS THEREOF.
THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.
EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 30. (DATE OF LAST FIELD VISIT: 12/10/2020)
THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 83 DATUM (COMPUTED USING GEODIB) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.
BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON NC GRID NORTH (NAD 83) NORTH CAROLINA ZONE.
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE 1 (AREA OF ANNUAL FLOOD HAZARD). COMMUNITY PANEL NO.: 371025000J DATED: 12/03/2009
NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.
ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

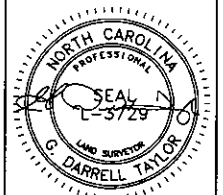
SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.
E. Darrell Taylor DATE: 1/11/2021
E. DARRELL TAYLOR, NORTH CAROLINA PROFESSIONAL LAND SURVEYOR #13729
POINT TO POINT LAND SURVEYORS, INC.
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



SURVEY NOT VALID WITHOUT SHEET 2 OF 2

Know what's below.
Call before you dig.



NO.	DATE	REVISION
1	1/12/2021	LEASE AREA ADDED - GJT

POINT TO POINT LAND SURVEYORS
Firm License Number: C-4145
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(d) 678.565.4440 (f) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



ENGINEERED TOWER SOLUTIONS, PLLC
8774 VATES DRIVE, SUITE 150
WESTMINSTER, CO 80031

AHO

SITE NO.:
HP-1382

BLUE RIDGE TOWNSHIP
WATAUGA COUNTY, NORTH CAROLINA

DRAWN BY: GJT SHEET:
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: JANUARY 5, 2021
P2P JOB #: 202009NC OF 2

LEGAL DESCRIPTION SHEET

20' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 20-FOOT INGRESS-EGRESS AND UTILITY EASEMENT (LYING 10 FEET EACH SIDE OF CENTERLINE), LYING AND BEING IN BLUE RIDGE TOWNSHIP, WATAUGA COUNTY, NORTH CAROLINA, AND BEING A PORTION OF THE LANDS OF CARROLL NC PROPERTIES, LLC, AS RECORDED IN DEED BOOK 27, PAGE 393, WATAUGA COUNTY RECORDS, AND BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH REBAR FOUND AT A NORTH-WESTERLY PROPERTY CORNER OF SAID LANDS, REBAR HAVING A GRID NORTH, NAD83, NORTH CAROLINA ZONE VALUE OF N: 885191.1603 E: 1231625.2552, AND BEING FOUND SOUTH 39°36'00" WEST, 47.28 FEET FROM ANOTHER 5/8-INCH REBAR FOUND ON A NORTH-WESTERLY PROPERTY LINE OF SAID LANDS; THENCE ALONG A TIE-LINE, NORTH 75°11'59" EAST, 12.84 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG THE LEASE AREA, NORTH 40°27'43" EAST, 9.24 FEET TO A POINT; THENCE, SOUTH 79°32'17" EAST, 30.26 FEET TO A POINT; THENCE, SOUTH 49°32'17" EAST, 21.31 FEET TO A POINT; THENCE, SOUTH 40°27'43" WEST, 25.00 FEET TO A POINT HAVING GRID NORTH, NAD83, NORTH CAROLINA ZONE VALUE OF N: 885163.1209 E: 1231673.4542, AND THE TRUE POINT OF BEGINNING; THENCE LEAVING THE LEASE AREA AND RUNNING, SOUTH 49°32'17" EAST, 49.64 FEET TO THE ENDING AT A POINT ON THE CENTERLINE OF SAMPSON ROAD (HAVING A 50-FOOT RIGHT-OF-WAY).

BEARINGS ARE BASED ON GRID NORTH, NAD83, NORTH CAROLINA ZONE.

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN BLUE RIDGE TOWNSHIP, WATAUGA COUNTY, NORTH CAROLINA, AND BEING A PORTION OF THE LANDS OF CARROLL NC PROPERTIES, LLC, AS RECORDED IN DEED BOOK 27, PAGE 393, WATAUGA COUNTY RECORDS, AND BEING DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH REBAR FOUND AT A NORTH-WESTERLY PROPERTY CORNER OF SAID LANDS, REBAR HAVING A GRID NORTH, NAD83, NORTH CAROLINA ZONE VALUE OF N: 885191.1603 E: 1231625.2552, AND BEING FOUND SOUTH 39°36'00" WEST, 47.28 FEET FROM ANOTHER 5/8-INCH REBAR FOUND ON A NORTH-WESTERLY PROPERTY LINE OF SAID LANDS; THENCE ALONG A TIE-LINE, NORTH 75°11'59" EAST, 12.84 FEET TO A POINT, AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 40°27'43" EAST, 9.24 FEET TO A POINT; THENCE, SOUTH 79°32'17" EAST, 30.26 FEET TO A POINT; THENCE, SOUTH 49°32'17" EAST, 21.31 FEET TO A POINT; THENCE, SOUTH 40°27'43" WEST, 37.00 FEET TO A POINT; THENCE, NORTH 49°32'17" WEST, 25.64 FEET TO A POINT; THENCE, NORTH 19°32'17" WEST, 25.26 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS ARE BASED ON GRID NORTH, NAD83, NORTH CAROLINA ZONE.

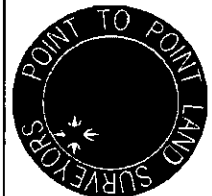
SAID TRACT CONTAINS 0.0326 ACRES (1,422 SQUARE FEET), MORE OR LESS.

SURVEY NOT VALID WITHOUT SHEET 1 OF 2



NO.	DATE	REVISION
1	1/12/2021	LEASE AREA ADDED - GJF

POINT TO POINT LAND SURVEYORS
 Firm License Number: C-4145
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (p) 678.565.4440 (f) 678.565.4497
 (w) p2pls.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



ENGINEERED TOWER SOLUTIONS, PLLC
 8774 YATES DRIVE, SUITE 150
 WESTMINSTER, CO 80031

AHO


SITE NO.:
 HP-1382

BLUE RIDGE TOWNSHIP
 WATAUGA COUNTY, NORTH CAROLINA

DRAWN BY: GJF	SHEET:
CHECKED BY: JKL	2
APPROVED: D. MILLER	
DATE: JANUARY 5, 2021	
P2P JOB #: 202009NC	OF 2


1. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND CARRIER PROJECT SPECIFICATIONS.
2. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS, GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SHALL CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
4. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THESE DRAWINGS.
6. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISHED SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN IN THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
10. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
11. ERECTION SHALL BE DONE IN WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED IN THE DRAWINGS.
12. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
13. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK.
15. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
17. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
20. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NO LESS THAN 2-A, 0T-2.4, 10-B, C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE NECESSARY FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL, PRE-APPROVED BY THE LOCAL JURISDICTION.
27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
29. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
30. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
32. STRUCTURE IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY CARRIER TECHNICIANS.
33. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
34. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CARRIER GROUNDING STANDARD. IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
38. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSITIA-222 OR APPLICABLE LOCAL CODES.
41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
46. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
47. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
48. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
 - A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
 - B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE. GROUND BAR, ANTENNA BRACKET METAL.
49. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
50. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
51. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
52. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4-29.8 NM).
53. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7-2.3 NM).

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AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22889-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, -81.032800°

SEAL: FIRM # PJ-010



04/19/2021

REV	DATE	DETAILS
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1	01/28/2021	CLIENT COMMENTS
2	02/18/2021	CLIENT COMMENTS
3	03/16/2021	CLIENT COMMENTS
4	04/19/2021	CLIENT COMMENTS
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GENERAL NOTES I

SHEET # **GN-1** CURRENT REV # 4
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<p>54. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.</p> <p>55. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.</p> <p>56. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.</p> <p>57. COAXIAL CABLE NOTES</p> <p>58. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.</p> <p>59. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.</p> <p>60. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.</p> <p>61. ALL JUMBERS TO THE ANTENNAS SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".</p> <p>62. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.</p> <p>63. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.</p> <p>64. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.</p>	<p>72. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM, NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.</p> <p>73. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION, WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.</p> <p>74. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.</p>	<p>A/C AIR CONDITIONING</p> <p>AFF ABOVE FINISHED FLOOR</p> <p>AGL ABOVE GROUND LEVEL, ABOVE GRADE LEVEL</p> <p>AWS ADVANCED WIRELESS SERVICE</p> <p>BBU BATTERY BACKUP UNIT</p> <p>BLDG BUILDING</p> <p>BLK BLOCKING</p> <p>CLG CEILING</p> <p>CLR CLEAR</p> <p>CONC CONCRETE</p> <p>CONT CONTINUOUS</p> <p>D DEPTH</p> <p>DBL DOUBLE</p> <p>DEG DEGREE</p> <p>Ø, DIA DIAMETER</p> <p>DIAG DIAGONAL</p> <p>DN DOWN</p> <p>DET DETAIL</p> <p>DWG DRAWING</p> <p>E EXISTING</p> <p>EA EACH</p> <p>ELEV. EL ELEVATION</p> <p>ELEC ELECTRICAL</p> <p>EQ EQUAL</p> <p>EQUIP EQUIPMENT</p> <p>EXT EXTERIOR</p> <p>FIF FIBER INTERFACE FRAME, FACILITY INTERFACE FRAME</p> <p>FIN FINISH</p> <p>FLOR FLOURESCENT FLOOR</p> <p>FT FOOT, FEET</p> <p>GA GAUGE</p> <p>GALV GALVANIZED</p> <p>GC GENERAL CONTRACTOR</p> <p>GRND GROUND</p> <p>GSM GLOBAL SYSTEM MOBILE</p> <p>GYP GYPSUM BOARD</p> <p>HORZ HORIZONTAL</p> <p>HR HOUR</p> <p>HT HEIGHT</p> <p>ID INSIDE DIAMETER</p> <p>IN INCH, INCHES</p> <p>INSUL INSULATION</p> <p>INT INTERIOR</p> <p>L LENGTH</p> <p>LBS POUNDS</p> <p>LTE LONG TERM EVOLUTION</p> <p>MAX MAXIMUM</p> <p>MECH MECHANICAL</p> <p>MTL METAL</p> <p>MFR MANUFACTURER</p>	<p>MCR MANAGER</p> <p>MIN MINIMUM</p> <p>MISC MISCELLANEOUS</p> <p>NA NOT APPLICABLE</p> <p>NIC NOT IN CONTRACT</p> <p>NO NUMBER</p> <p>NTS NOT TO SCALE</p> <p>OC ON CENTER</p> <p>OD OUTSIDE DIAMETER</p> <p>PCS PERSONAL COMMUNICATION SERVICE</p> <p>PDS POWER DISTRIBUTION UNIT</p> <p>PROJ PROJECT</p> <p>PROP PROPERTY</p> <p>PT PRESSURE TREATED</p> <p>PVC POLYVINYL CHLORIDE</p> <p>REQ REQUIRED</p> <p>RF RADIO FREQUENCY</p> <p>RM ROOM</p> <p>RO ROUGH OPENING</p> <p>RRJ REMOTE RADIO HEAD</p> <p>SHT SHEET</p> <p>SIM SIMILAR</p> <p>SPEC SPECIFICATION</p> <p>SF STAINLESS STEEL</p> <p>SS STAINLESS STEEL</p> <p>STL STEEL</p> <p>SUSP SUSPENDED</p> <p>TMA TOWER MOUNTED AMPLIFIER</p> <p>TND TINNED</p> <p>TYP TYPICAL</p> <p>UMTS UNIVERSAL MOBILE TELECOMMUNICATION SERVICE</p> <p>UNO UNLESS NOTED OTHERWISE</p> <p>VERT VERTICAL</p> <p>W WITH</p> <p>W/O WITHOUT</p> <p>WCS WIRELESS COMMUNICATION SERVICE</p> <p>WP WATERPROOF</p>
<p>65. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.</p> <p>66. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.</p> <p>67. CONTRACTOR SHALL REFERENCE THE STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.</p> <p>68. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.</p> <p>69. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX. A. TEMPERATURE SHALL BE ABOVE 50° F. B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD. C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED. D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.</p> <p>70. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.</p> <p>71. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.</p>	<p>75. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2" (38MM).</p> <p>76. 90 SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).</p> <p>77. USE 90 CONNECTOR AT CABLE CONNECTION TO ANTENNAS.</p> <p>78. PLACE GPS ON ARM WITH SOUTHERN SKY EXPOSURE AT MINIMUM 6' (1.83) FROM TRANSMIT ANTENNA, WHICH IS 24' (8.1M) AWAY FROM CENTER OF POLE.</p> <p>79. USE 1/2" (12.7MM) CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.</p> <p>80. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.</p>	<p>MCR MANAGER</p> <p>MIN MINIMUM</p> <p>MISC MISCELLANEOUS</p> <p>NA NOT APPLICABLE</p> <p>NIC NOT IN CONTRACT</p> <p>NO NUMBER</p> <p>NTS NOT TO SCALE</p> <p>OC ON CENTER</p> <p>OD OUTSIDE DIAMETER</p> <p>PCS PERSONAL COMMUNICATION SERVICE</p> <p>PDS POWER DISTRIBUTION UNIT</p> <p>PROJ PROJECT</p> <p>PROP PROPERTY</p> <p>PT PRESSURE TREATED</p> <p>PVC POLYVINYL CHLORIDE</p> <p>REQ REQUIRED</p> <p>RF RADIO FREQUENCY</p> <p>RM ROOM</p> <p>RO ROUGH OPENING</p> <p>RRJ REMOTE RADIO HEAD</p> <p>SHT SHEET</p> <p>SIM SIMILAR</p> <p>SPEC SPECIFICATION</p> <p>SF STAINLESS STEEL</p> <p>SS STAINLESS STEEL</p> <p>STL STEEL</p> <p>SUSP SUSPENDED</p> <p>TMA TOWER MOUNTED AMPLIFIER</p> <p>TND TINNED</p> <p>TYP TYPICAL</p> <p>UMTS UNIVERSAL MOBILE TELECOMMUNICATION SERVICE</p> <p>UNO UNLESS NOTED OTHERWISE</p> <p>VERT VERTICAL</p> <p>W WITH</p> <p>W/O WITHOUT</p> <p>WCS WIRELESS COMMUNICATION SERVICE</p> <p>WP WATERPROOF</p>	

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027825
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04/18/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/28/2021	CLIENT COMMENTS
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GENERAL NOTES II

SHEET # **GN-2** CURRENT REV # 4
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1. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LOAD AND RESISTANCE FACTOR DESIGN, 15TH EDITION.

2. UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

STRUCTURAL STEEL

- ANGLE: ASTM A36
- PIPE/TUBE: ASTM A500-50
- PLATE: ASTM A36

A. ALL BOLTS, ASTM A325 TYPE I GALVANIZED HIGH STRENGTH BOLTS.

B. ALL U-BOLTS, ASTM A193 GRADE B7

C. ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.

D. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.

3. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LOAD AND RESISTANCE FACTOR DESIGN, 15TH EDITION.

4. HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.

5. HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED. AFTER FABRICATION WHERE PRACTICABLE, GALVANIZING: ASTM A123, ASTM, A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.

6. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A790 OR BY APPLICATION OF STICK OR THICK PASTED MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO MELT THE METALLICS IN STICK OR PASTED; SPREAD MOLTER MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.

7. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.

8. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.

9. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.

10. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.

1. CONNECTION BOLTS SUBJECT TO DIRECT TENSION SHALL BE INSTALLED AND TIGHTENED AS PER SECTION 8.2 OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, LOCATED IN THE AISC MANUAL OF STEEL CONSTRUCTION THE INSTALLATION PROCEDURE IS PARAPHRASED AS FOLLOWS:

2. FASTENERS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND TIGHTENED BY ONE OF THE METHODS DESCRIBED IN SUBSECTION 8.2.1 THROUGH 8.2.4.

8.2.1 TURN-OF-THE-NUT TIGHTENING

BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1, UNTIL ALL THE BOLTS ARE SIMULTANEOUSLY SNUG TIGHT AND THE CONNECTION IS FULLY COMPACTED. FOLLOWING THIS INITIAL OPERATION ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE APPLICABLE AMOUNT OF ROTATION SPECIFIED ABOVE DURING THE TIGHTENING OPERATION THERE SHALL BE NO ROTATION OF THE PART NOT TURNED BY THE WRENCH. TIGHTENING SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT IN A MANNER THAT WILL MINIMIZE RELAXATION OF PREVIOUSLY PRETENSIONED BOLTS.

3. TIGHTEN CONNECTION BOLTS BY AISC "TURN OF THE NUT" METHOD, USING THE CHART BELOW.

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

3/4"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1 1/4"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1 3/4"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
2"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT

BOLT LENGTHS OVER FOUR DIA, BUT NOT EXCEEDING EIGHT DIA.

3/4"	BOLTS 2.25 TO 4.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1"	BOLTS 2.75 TO 5.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1 1/4"	BOLTS 3.25 TO 6.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
1 3/4"	BOLTS 3.75 TO 7.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT
2"	BOLTS 4.25 TO 8.0 INCH LENGTH	1/2 TURN BEYOND SNUG TIGHT

4. ALL OTHER BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE SPECIFICATION.

FOUNDATION GENERAL NOTES

1. FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED PRACTICES AND IN A GOOD WORKMANLIKE MANNER.

2. CONTRACTOR TO VERIFY DIMENSIONS WITH ORIGINAL TOWER DRAWINGS. ETS SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN FIELD MEASURED DIMENSIONS AND ORIGINAL TOWER DRAWINGS.

3. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED DURING CONSTRUCTION.

4. FOR FOUNDATION TOLERANCES, SEE ORIGINAL TOWER DRAWINGS.

5. THE FOUNDATION MODIFICATION DESIGN IS IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF SUBSURFACE DATA PROVIDED.

6. THE FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCE GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.

7. THE FOUNDATION DESIGN ASSUMES THAT INSTALLATION METHODS WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THIS REPORT.

8. THE FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS, AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON THE CONDITIONS AT THE SITE.

9. THE FOUNDATION DESIGN ASSUMES NO CONSTRUCTION JOINTS. HOWEVER, CONSTRUCTION JOINTS SHALL BE PERMITTED UPON APPROVAL BY THE OWNER/ENGINEER.

EXCAVATION

1. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS, PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION, AND UTILITIES SHALL BE ESTABLISHED PRIOR TO BEGINNING WORK.

2. THE SIDES OF THE EXCAVATION SHALL BE ROUGH AND FREE OF CUTTINGS.

3. LOOSE MATERIAL TO BE REMOVED FROM THE BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT.

REINFORCING STEEL

1. THE REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615, GRADE 60. IT SHALL BE DEFORMED AND SPLICES SHALL NOT BE ALLOWED UNLESS OTHERWISE NOTED.

2. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.

3. REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE. WHEN TEMPORARY CASING IS UTILIZED, BRACING SHALL BE ADEQUATE TO RESIST FORCES OCCURRING FROM FLOWING CONCRETE DURING CASING EXCAVATION.

4. SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF TIEBACK REINFORCING TO INSURE CONCENTRIC PLACEMENT OF CASING IN EXCAVATIONS.

5. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3" UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3" MINIMUM COVER FOR REINFORCEMENT.

6. THE CONCRETE COVER FROM THE TOP OF THE FOUNDATION TO THE ENDS OF THE VERTICAL REINFORCEMENT SHALL NOT BE LESS THAN 3".

CONCRETE

1. WORK SHALL BE IN ACCORDANCE WITH THE ACI 318-14, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY".

2. THE CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000-PSI IN 28 DAYS.

3. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318-14 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE.

4. CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS. INFILTRATION OF WATER OR SOIL, AND OTHER OCCURRENCES THAT MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.

5. FREE FALL CONCRETE MAY BE USED PROVIDED FALL IS VERTICAL DOWN WITHOUT HITTING THE SIDES OF THE EXCAVATION, FORMWORK, REINFORCING BARS, FORM TIES, CAGE BRACING, OR OTHER OBSTRUCTIONS. UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER.

6. THE MAXIMUM SIZE OF THE AGGREGATE SHALL NOT EXCEED A SIZE SUITABLE FOR THE INSTALLATION METHODS UTILIZED OR 2/3-CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. THE MAXIMUM SIZE MAY BE INCREASED TO 2/3-CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS AND VOIDS.

FINISHING

1. THE TOP OF THE FOUNDATION SHALL BE SLOPED TO DRAIN WITH A FLOATED FINISH.

2. THE EXPOSED EDGES OF THE CONCRETE SHALL BE CHAMFERED 1" X 1".

EPOXY NOTES

1. EPOXY AGENTS SHOULD BE ALLOWED TO CURE ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

2. ALL HARDWARE ASSEMBLY AND MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED; ANY CONTRADICTION BETWEEN THE MANUFACTURER'S RECOMMENDATIONS AND THESE DRAWINGS ARE TO BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER AND OWNER.

3. ANY CONTRACTOR INSTALLING ADHESIVE ANCHORING SYSTEMS SHALL BE TRAINED IN PERSON BY A MANUFACTURER'S REPRESENTATIVE ON THE PROPER INSTALLATION TECHNIQUES. THIS TRAINING SHALL INCLUDE PROPER DRILLING, HOLE CLEANING AND INSTALLATION METHODS FOR THE ADHESIVE ANCHORING SYSTEM AND CONSTRUCTION CONDITIONS ON THIS PROJECT. ALL TRAINING TO BE CONDUCTED PRIOR TO CREWS STEPPING ON SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT MANUFACTURER REPRESENTATIVE TO SET UP TRAINING. ETS IS NOT RESPONSIBLE FOR ANY COST OCCURRED FOR OR DURING ADHESIVE ANCHORING SYSTEM TRAINING.

SOIL COMPACTION

1. SUBGRADE PREPARATION

- 1.1. SHAPE TOP OF SUBGRADE TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.
- 1.2. MAINTAIN TOP OF SUBGRADE IN A FREE-DRAINING CONDITION.
- 1.3. DO NOT STOCKPILE MATERIALS ON TOP OF SUBGRADE UNLESS AUTHORIZED BY CONSTRUCTION MANAGER.
- 1.4. FOR SUBGRADES CONSISTING OF IN-PLACE NATIVE SOILS, SOILS SHALL BE FREE OF CUTTING AND OTHER LOOSE MATERIAL AND SHALL MEET THE MINIMUM BEARING CAPACITY REQUIREMENTS NOTES UNDER SOIL STRENGTH.
- 1.5. FOR SUBGRADES CONSISTING OF PLACED STRUCTURAL FILL, STRUCTURAL FILL SHOULD BE PLACED IN 6 INCH LIFTS AND COMPACTED TO A MINIMUM OF 96 PERCENT OF THE MAXIMUM DRY DENSITY AS OBTAINED BY THE STANDARD PROCTOR METHOD.
- 1.6. CONSTRUCT TOP OF SUBGRADE WITHIN ONE INCH OF ESTABLISHED GRADE AND CROSS-SECTION.

SOIL STRENGTH

1. FOUNDATION DESIGN IS BASED ON A 2000 PSF SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE REDESIGNED. CONTRACTOR SHALL HAVE SOIL BEARING CAPACITY VERIFIED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.

1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE AWS D1.1/D1.1M: 2015 "STRUCTURAL WELDING CODE-STEEL".

2. ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS.

3. CONTRACTOR SHALL RETAIN AN AWS CERTIFIED WELD INSPECTOR TO PERFORM VISUAL INSPECTIONS ON FIELD WELDS. A LETTER AND REPORT SHALL BE ISSUED TO THE CONTRACTOR. CONTRACTOR SHALL SUBMIT LETTER AND REPORT TO TOWER OWNER.

4. GRIND THE SURFACE ADJACENT TO THE WELD FOR A DISTANCE OF 2" MINIMUM ALL AROUND. GRIND THE SURFACE OF THE ROD TO BE INSTALLED FOR A DISTANCE OF 2" MINIMUM ALL AROUND THE AREA TO BE WELDED. ENSURE BOTH AREAS ARE 100% FREE OF ALL GALVANIZING. SURFACES TO BE WELDED SHALL BE FREE FROM SCALE, SLAG, RUST, MOISTURE, GREASE OR ANY OTHER FOREIGN MATERIAL THAT WOULD PREVENT PROPER WELDING.

5. DO NOT WELD IF THE TEMPERATURE OF THE STEEL IN THE VICINITY OF THE WELD AREA IS BELOW 0°. WHEN THE TEMPERATURE IS BETWEEN 0° AND 32°, PREHEAT AND MAINTAIN THE STEEL IN THE VICINITY OF THE WELD AREA AT 70° DURING THE WELDING PROCESS.

6. DO NOT WELD ON WET OR FROST-COVERED SURFACES & PROVIDE ADEQUATE PROTECTION FROM HIGH WINDS.

7. FOR ALL WELDING, USE E70XX ELECTRODES.

8. AFTER FINAL INSPECTION, THE AREA OF THE WELDS, THE INSTALLATION AND ALL SURFACES DAMAGED BY WELDING OR GRINDING SHALL RECEIVE A COLD-GALVANIZED COATING. THIS COATING SHALL BE APPLIED BY BRUSH. THE GALVANIZING COMPOUND SHALL CONTAIN A MINIMUM OF 95% ± PURE ZINC. THE FINISHED COATING SHALL BE A MINIMUM THICKNESS OF 3 MILS.

1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE AWS D1.1/D1.1M: 2015 "STRUCTURAL WELDING CODE-STEEL".

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o 919-782-2710, f 919-435-0831
www.engineeredtowersolutions.com

PREPARED FOR:



SITE NAME:
AHO


SITE NUMBER:
HP-1382

PROJECT NUMBER:
21-22889-01A

SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607

LATITUDE/LONGITUDE:
36.154420 / -81.802800

SEAL



027825
ENGINEER
CHRISTOPHER B. PILY
04/18/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
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SHEET TITLE:
GENERAL NOTES III

SHEET # **GN-3** CURRENT REV # 4
ETS # 204895.AE.02

**APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)**
(Reproduce the following data on the building plans sheet 1 of 2)

Name of Project: AHO
 Address: 1432 SAMPSON RD. BOONE NC, 28607
 Proposed Use: NEW CONSTRUCTION
 Owner or Authorized Agent: NORTH CAROLINA HIGHWAY PATROL Phone # _____
 Owned By City/County Private State
 Code Enforcement Jurisdiction City BOONE County WATAUGA

LEAD DESIGN PROFESSIONAL: Christopher Fly, PE
 DESIGNER FIRM NAME LICENSE # TELEPHONE #
 Architectural _____
 Civil Engineered Tower Solutions, PLLC Christopher Fly, PE 027825 (919) 523-0952
 Electrical _____
 Fire Alarm _____
 Plumbing _____
 Mechanical _____
 Sprinkler-Standpipe _____
 Structural _____
 Retaining Walls >5' High _____
 Other _____

YEAR EDITION OF CODE: 2018
 New Construction Renovation (Existing Bldg) Upfit Alteration

BUILDING DATA
 Construction Type: I-A I-B II-A II-B III-A III-B
 IV V-A V-B
 Mixed construction: No Yes Types _____
 Sprinklers: No Yes NFPA 13 NFPA 13R NFPA 13D
 Standpipes: No Yes Class I II III Wet Dry
 Fire District: No Yes
 Building Height: 10.5 Feet Number of Stories Unlimited per _____
 Mezzanine: No Yes
 High Rise: No Yes Central Reference Sheet # (if provided) _____

FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	SUB-TOTAL
6th Floor			
5th Floor			
4th Floor			
3rd Floor			
2nd Floor			
Mezzanine			
1st Floor	0	218.5	218.5
Basement			
TOTAL:	0	218.5	218.5

NC Administration and Enforcement

ALLOWABLE AREA
 Primary Occupancy: Assembly A-1 A-2 A-3 A-4 A-5
 Business Educational Factory-Industrial F-1 F-2
 High-hazard I-1 I-2 I-3 I-4 I-5
 Institutional I-1 I-2 I-3 I-4 I-5
 I-3 Use Condition 1 2 3 4 5
 Mercantile Residential R-1 R-2 R-3 R-4
 Storage S-1 S-2 High-piled R-4
 Utility and Miscellaneous Parking Garage Open Enclosed Repair

Secondary Occupancy _____
 Special Occupancy 508.2 508.3 508.4 508.5 508.6 508.7 508.8
 Mixed Occupancy No Yes Separation 1hr Exception _____

Non-Separated Mixed Occupancy (302.3.2)
 The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

Separated Mixed Occupancy (302.3.3) - See below for area calculations
 For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

$$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$$

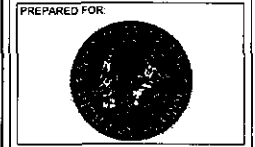
1	Equip. Shelter	218.5	5,500	N/A	N/A	N/A	5,500

- Open space area increases from Section 506.2 are computed thus:
 - Perimeter which fronts a public way or open space having 20 feet minimum width = (P)
 - Total Building Perimeter = (P)
 - Ratio (P/P) = (P/P)
 - W = Minimum width of public way = (W)
 - Percent of frontage increase = $1 + 100 [(P/P) - 0.25] \times W/30 = (\%)$
- The Sprinkler increase per Section 506.3 is as follows:
 - Multi-story building I = 200 %
 - Single story building I = 300 %
- Unlimited area applicable under conditions of Sections Group B, E, M, S, A-4 (507.1, 507.2, 507.3, 507.5); Group A motion picture (507.8); Malls (402.6); and I-2 aircraft paint hangers (507.6)
- Maximum Building Area = total number of stories in the building x E but not greater than 3 x E
- The maximum area of parking garaged must comply with 406.3.5. The maximum area of air traffic control towers must comply with 412.1.2


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 www.engineeredtowerolutions.com



SITE NAME:
AHO
 SITE NUMBER:
HP-1382
 PROJECT NUMBER:
 21-22089-07A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420°, -79.1602900°

SEAL: FIRM # P-1010

 NORTH CAROLINA
 PROFESSIONAL ENGINEER
 SEAL
 027825
 CHRISTOPHER G. FLY
 04/18/2021

REV	DATE	DETAILS
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SHEET TITLE:
NC APPENDIX B I

SHEET # **GN-4** CURRENT REV # 4
 ETS #: 204655.AE.02

ALLOWABLE HEIGHT

Type of Construction	Type	V-B	Type	V-B	2018
Building Height in Feet	Feet	40	Feet - H + 20'	60	2018
Building Height in Stories	Stories	1	Stories + 1 =	2	2018

FIRE PROTECTION REQUIREMENTS

Life Safety Plan Sheet #, if provided: NA

Structural frame, including columns, girders, trusses		N/A			
Bearing walls					
Exterior					
North	9.2	1	2	VFP 20193 SHEET 6 OF 8	
East	9.2	1	2		
West	9.2	1	2		
South	9.2	1	2		
Interior		N/A			
Nonbearing walls and partitions		N/A			
Exterior					
North		N/A			
East		N/A			
West		N/A			
South		N/A			
Interior		N/A			
Floor construction including supporting beams and joists		0	2		
Roof construction including supporting beams and joists		0	2	VFP 20193 SHEET 8 OF 8	
Shafts - Exit		N/A			
Shafts - Other		N/A			
Corridor Separation		N/A			
Occupancy Separation		N/A			
Party/Fire Wall Separation		N/A			
Smoke Barrier Separation		N/A			
Tenant Separation		N/A			

* Indicate section number permitting reduction

NC Administration and Enforcement

LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Exit Signs	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Fire Alarm	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Smoke Detection Systems	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Panic Hardware	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes

EXIT REQUIREMENTS

NUMBER AND ARRANGEMENT OF EXITS

EQUIPMENT SHELTER	1	1					

- ¹ Corridor dead ends (Section 1004.3.2.3)
- ² Single exits (Table 1005.2.2)
- ³ Common Path of Travel (Section 1004.2.5)

EXIT WIDTH

EQUIPMENT SHELTER	216.5						

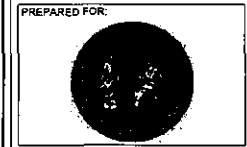
- ¹ See Table 1003.2.2.2 to determine whether net or gross area is applicable. See definition "Area, Gross" and "Area, Net" (Section 1002)
- ² Minimum stairway width (Section 1003.3.3); min. corridor width (Section 1004.3.2.2); min. door width (Section 1003.3.1)
- ³ Minimum width of exit passageway (Section 1005.3.3)
- ⁴ See Section 1003.2.2.7 for converging exits.
- ⁵ The loss of one means of egress shall not reduce the available capacity to less than 50% of the total required (Section 1003.2.3)
- ⁶ Assembly occupancies (Section 1008)

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www.engineeredoversolutions.com



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22899-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, -81.982260°

SEAL: FIRM #: P-1019



04/18/2021

REV	DATE	DETAILS
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SHEET TITLE:

NC APPENDIX B II

SHEET # **GN-5** | CURRENT REV # 4
ETS #: 204655.AE.02

Floors over unconditioned space (each assembly)

Description of assembly _____
 U-Value of total assembly _____
 R-Value of insulation _____

Floors slab on grade

Description of assembly _____ CONCRETE + VINYL TILE
 U-Value of total assembly _____ NA
 R-Value of insulation _____ NA
 Horizontal/vertical requirement _____
 Slab heated _____ NO

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Compliance:

Prescriptive Performance Energy Cost Budget

Lighting schedule

lamp type required in fixture _____ 32W FL
 number of lamps in fixture _____ 2
 ballast type used in fixture _____ ELEC
 number of ballasts in fixture _____ 2
 total wattage per fixture _____ 66
 total interior wattage specified vs allowed _____ 600 VS 331 (ONLY LIT WHEN OCCUPIED)
 total exterior wattage specified vs allowed _____

Equipment schedules with motors (not used for mechanical systems)

motor horsepower _____
 number of phases _____
 minimum efficiency _____
 motor type _____
 # of poles _____

MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Method of Compliance:

Prescriptive Energy Cost Budget

Thermal Zone

winter dry bulb _____
 summer dry bulb _____

Interior design conditions

winter dry bulb _____
 summer dry bulb _____
 relative humidity _____

Building heating load _____

Building cooling load _____

Mechanical Spacing Conditioning System

Unitary
 description of unit _____ BARD W2MA1-AD5AWXXXJ
 heating efficiency _____ 6.00 EER
 cooling efficiency _____ 9.00 EER
 heat output of unit _____
 cooling output of unit _____ 24,000 BTUH

Boiler
 total boiler output, if oversized, state reason _____

Chiller
 total chiller capacity, if oversized, state reason _____

List equipment efficiencies _____

Equipment schedules with motors (mechanical systems)

motor horsepower _____
 number of phases _____
 minimum efficiency _____
 motor type _____
 # of poles _____

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PREPARED FOR:



SITE NAME:

AHO
 SITE NUMBER:
 HP-1382
 PROJECT NUMBER:
 21-22865-01A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420 / -81.602800

SEAL:

FIRM #: P-1018



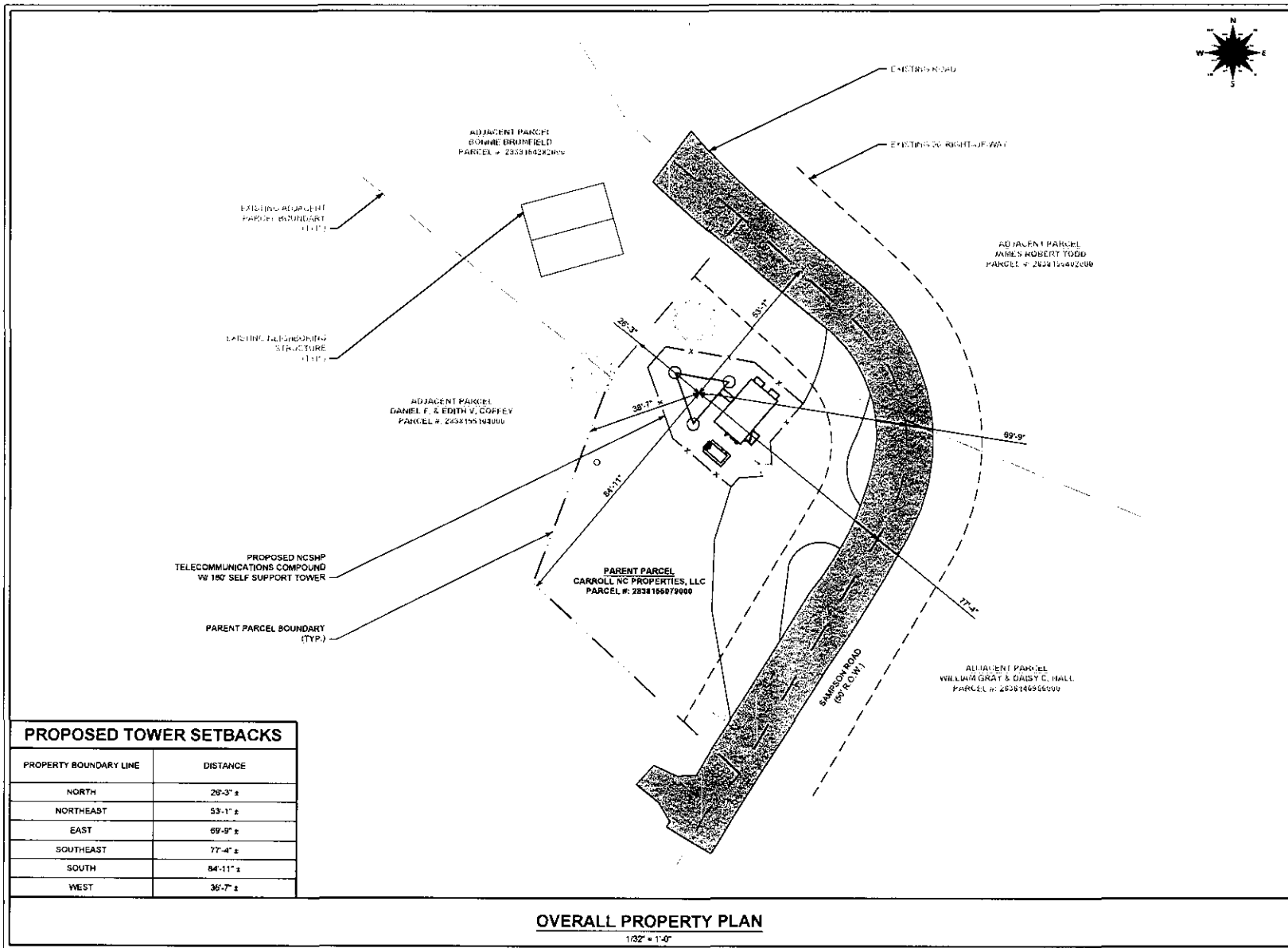
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SHEET TITLE:

NC APPENDIX B IV

SHEET # GN-7 CURRENT REV # 4
 ETS #: 204955_AE.02



PROPOSED TOWER SETBACKS

PROPERTY BOUNDARY LINE	DISTANCE
NORTH	28'-3" ±
NORTHEAST	53'-1" ±
EAST	69'-9" ±
SOUTHEAST	77'-4" ±
SOUTH	84'-11" ±
WEST	36'-7" ±

OVERALL PROPERTY PLAN

1/32" = 1'-0"

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3227 WELLINGTON COURT
RALEIGH, NC 27615
a 919-762-2710, f 919-435-0831
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PROJECT NUMBER:
21-22889-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420, -79.692500

SEAL: FIRM #: P-1018



04/18/2021

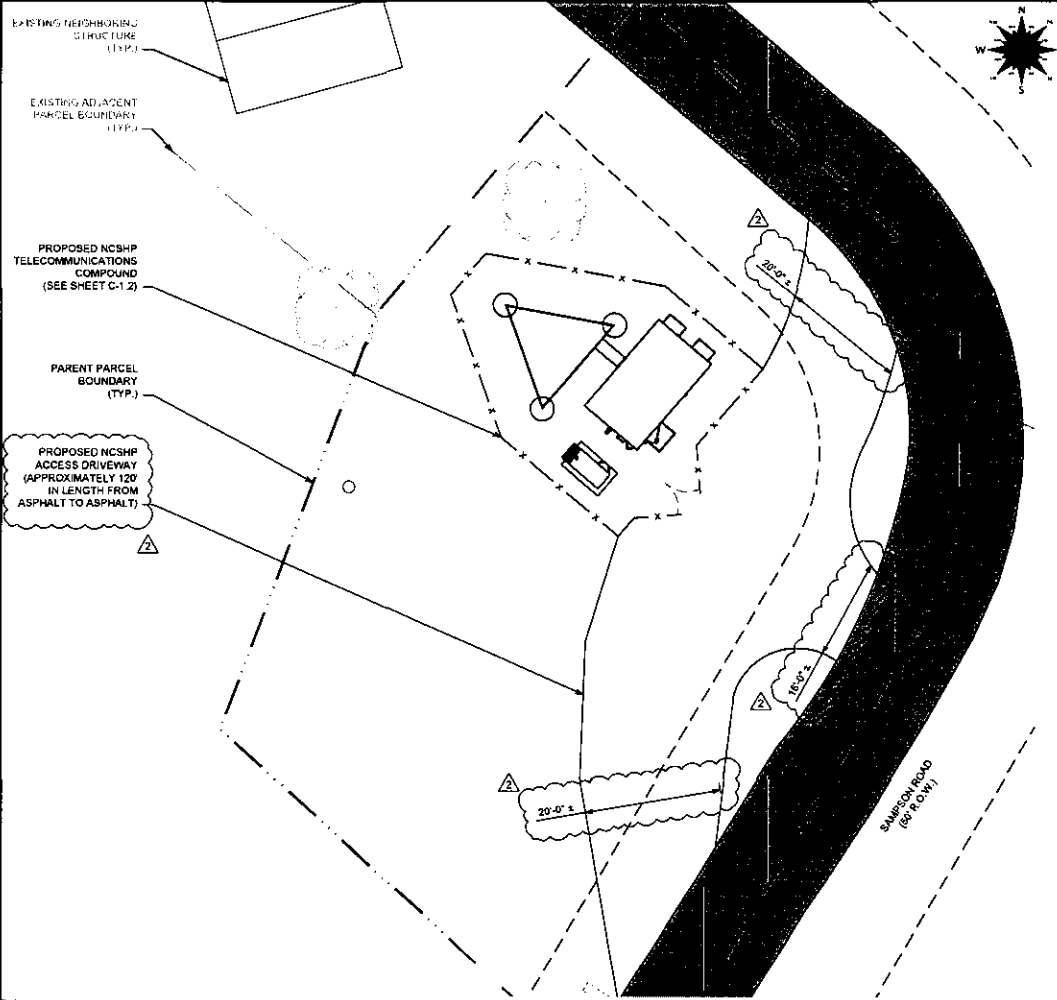
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SHEET TITLE:
OVERALL PROPERTY PLAN

SHEET # **C-1.0** CURRENT REV # 4
ETS #: 20-0655 AE 02

- CONTRACTOR SHALL MAINTAIN UNINTERRUPTED ACCESS TO ALL DRIVEWAYS, SIDE STREETS, AND WALKWAYS AT ALL TIMES UNLESS OTHERWISE PERMITTED.
- CONTRACTOR SHALL PREPARE A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN FOR PEDESTRIAN TRAFFIC AND WORK WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING VEHICLE PARKING AND EQUIPMENT STAGING.
- CONTRACTOR SHALL RESTORE ANY DISTURBED AREAS TO ORIGINAL CONDITION OR BETTER.
- PRIOR TO INSTALLATION THE CONTRACTOR SHALL VERIFY THE PROPOSED WORK IS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER FOR RESOLUTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION AND REPAIR OF ANY CONSTRUCTION PERFORMED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- UNDERGROUND LOCATION AND FIELD VERIFICATION OF EXISTING UTILITIES SHALL BE COMPLETED PRIOR TO STARTING CONSTRUCTION.



PROPOSED SITE

- | | | | |
|-----|--------------------------|---|------------------------|
| --- | EASEMENT | ⊗ | MAN-HOLE |
| --- | PROPERTY LINE | ⊙ | HYDRANT |
| --- | GAS UNDERGROUND GAS LINE | ⊕ | EXISTING UTILITY POLE |
| --- | UGP UNDERGROUND POWER | ● | PROPOSED UTILITY POLE |
| --- | UGF UNDERGROUND FIBER | Ⓜ | EXISTING TRAFFIC LIGHT |
| --- | WOODEN FENCE | Ⓛ | EXISTING LIGHT POLE |
| --- | METAL FENCE | | |

SITE PLAN BASED ON SURVEY COMPLETED BY POINT TO POINT LAND SURVEYORS.

OVERALL SITE PLAN

1" = 20'-0"

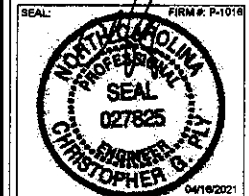
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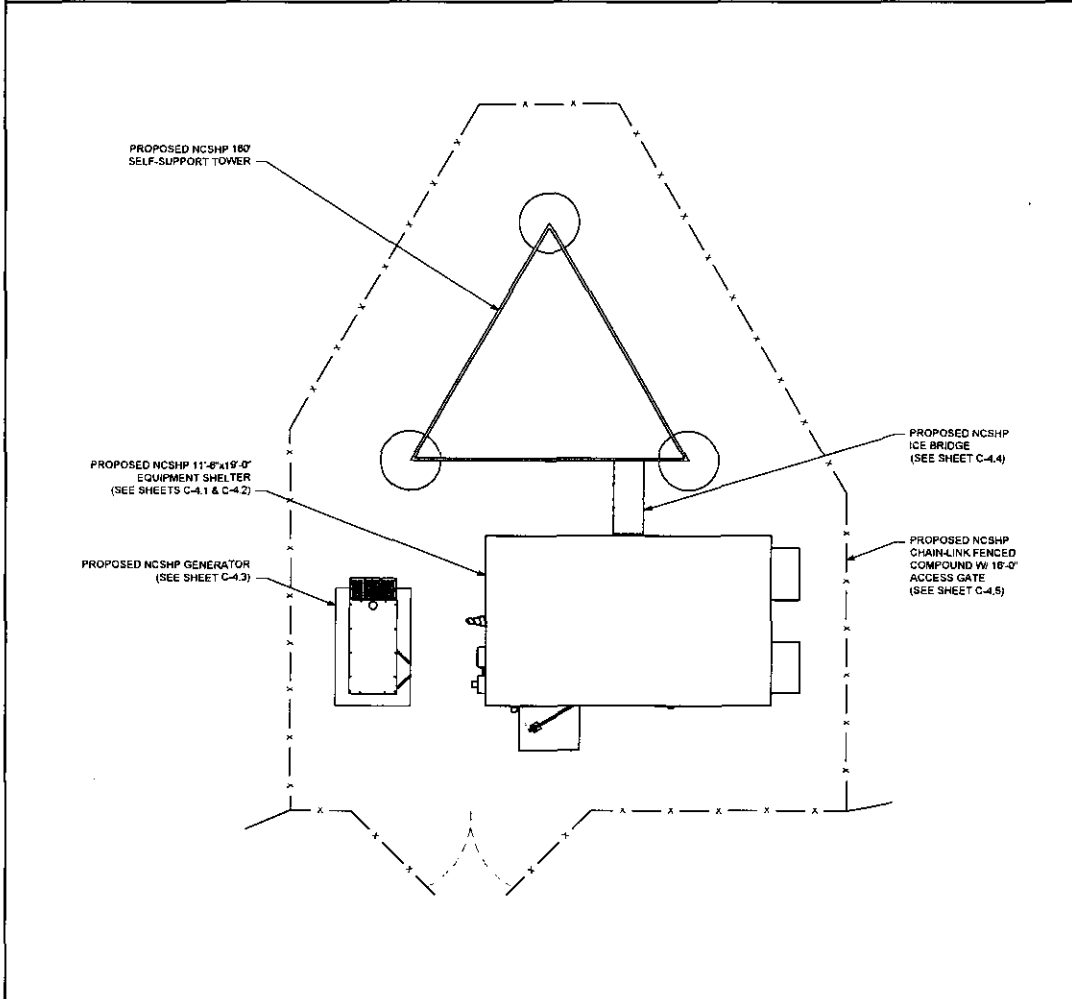
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SHEET TITLE:
OVERALL SITE PLAN

SHEET # **C-1.1** | CURRENT REV # 4
 ETS # 204955_AE.02

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- UNDERGROUND LOCATION AND FIELD VERIFICATION OF EXISTING UTILITIES SHALL BE COMPLETED PRIOR TO STARTING CONSTRUCTION.



DETAILED SITE PLAN

1/8" = 1'-0"

PROPOSED SITE

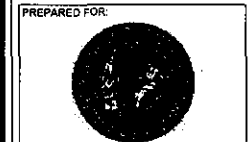


- | | | | |
|-----|-------------------|---|------------------------|
| --- | EASEMENT | ⊗ | MAN-HOLE |
| --- | PROPERTY LINE | ⊕ | HYDRANT |
| --- | GAS | ⊙ | EXISTING UTILITY POLE |
| --- | UGP | ● | PROPOSED UTILITY POLE |
| --- | UNDERGROUND POWER | ⊕ | EXISTING TRAFFIC LIGHT |
| --- | UNDERGROUND FIBER | ⊕ | EXISTING LIGHT POLE |
| ○-○ | WOODEN FENCE | | |
| -X- | METAL FENCE | | |

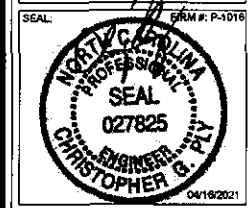
SITE PLAN BASED ON SURVEY COMPLETED BY POINT TO POINT LAND SURVEYORS.

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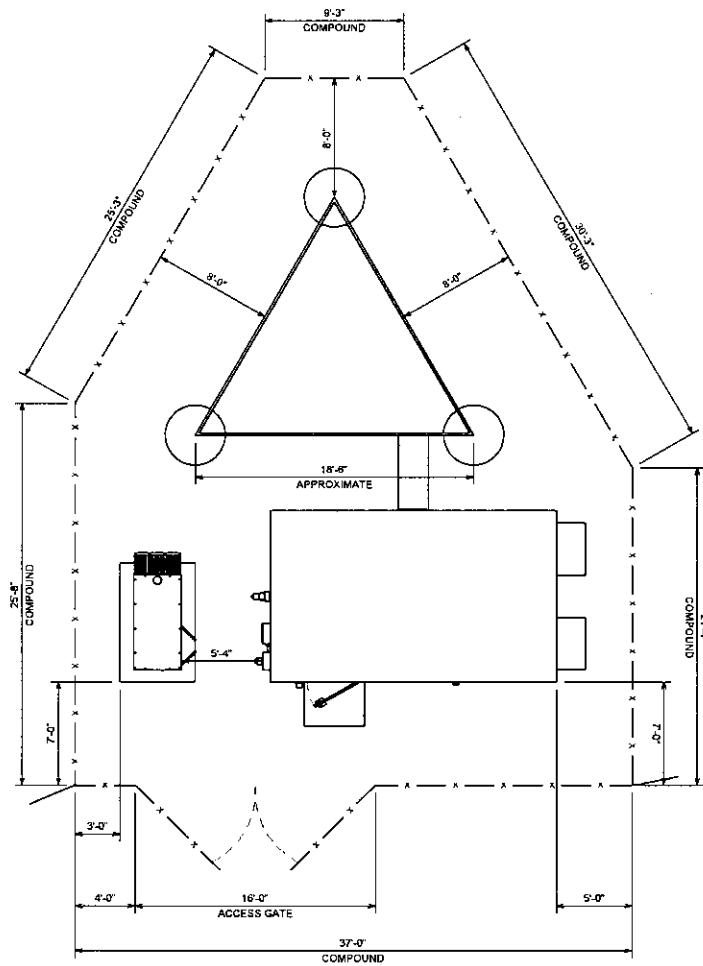


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DRAWN BY: AD | CHECKED BY: AD

SHEET TITLE:
DETAILED SITE PLAN

SHEET # **C-1.2** | CURRENT REV # 4
 ETS #: 204695_AE_02



DIMENSIONED SITE PLAN

1/8" = 1'-0"

PREPARED BY:



PREPARED FOR:



SITE NAME:

AHO

SITE NUMBER:

HP-1382

PROJECT NUMBER:

21-2249-01A

SITE ADDRESS:

1432 SAMPSON RD

BOONE, NC 28607

LATITUDE/LONGITUDE:

36.1544207, -81.609007

SEAL:

FIRM #: P-1018



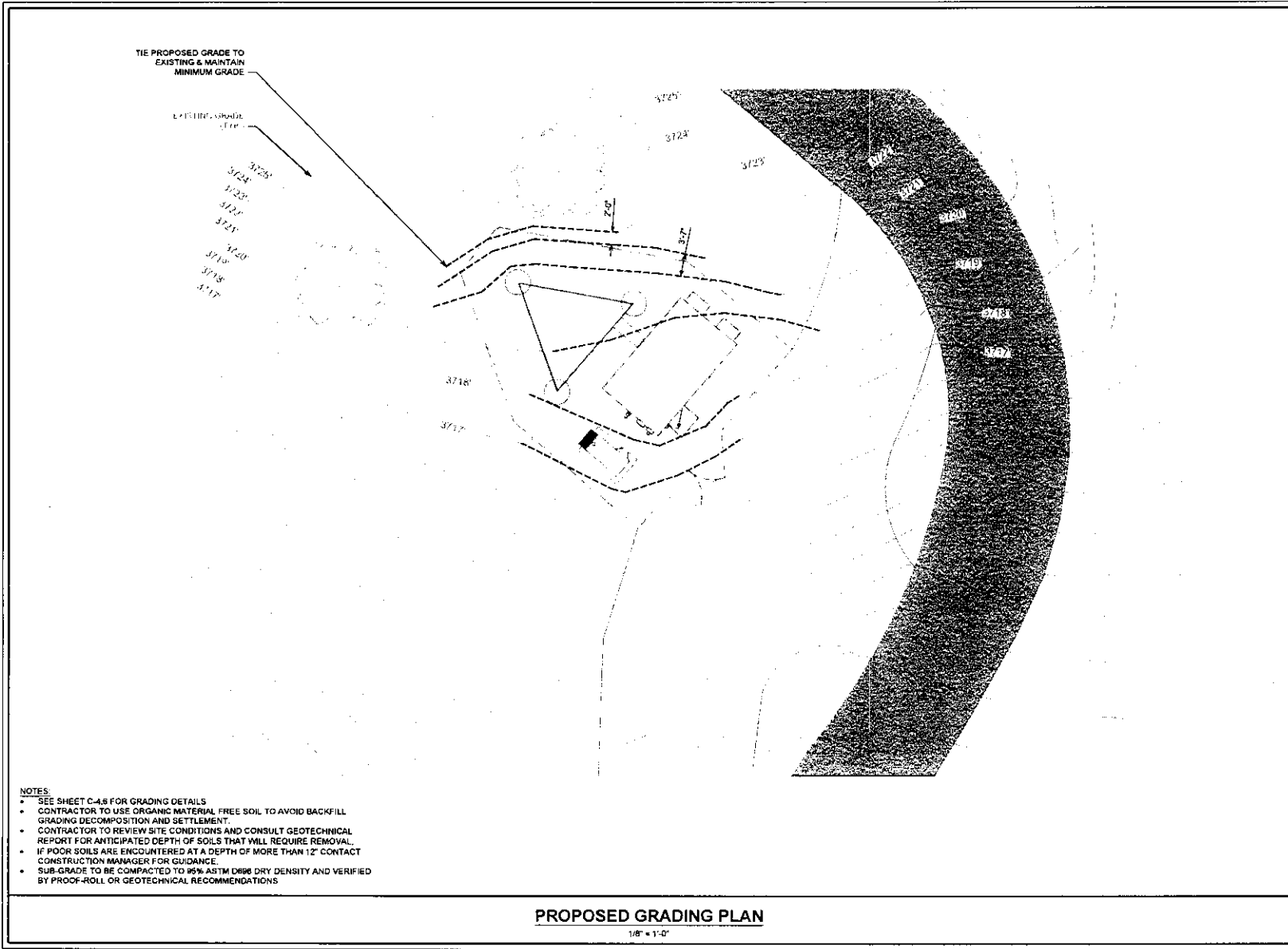
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2	02/19/2021	CLIENT COMMENTS
3	03/18/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:

DIMENSIONED SITE PLAN

SHEET # **C-1.3** CURRENT REV # 4
ETS # 204655.AE.02




- NOTES:**
- SEE SHEET C-4.8 FOR GRADING DETAILS
 - CONTRACTOR TO USE ORGANIC MATERIAL FREE SOIL TO AVOID BACKFILL GRADING DECOMPOSITION AND SETTLEMENT.
 - CONTRACTOR TO REVIEW SITE CONDITIONS AND CONSULT GEOTECHNICAL REPORT FOR ANTICIPATED DEPTH OF SOILS THAT WILL REQUIRE REMOVAL.
 - IF POOR SOILS ARE ENCOUNTERED AT A DEPTH OF MORE THAN 12\"
 - SUB-GRADE TO BE COMPACTED TO 95% ASTM D698 DRY DENSITY AND VERIFIED BY PROOF-ROLL OR GEOTECHNICAL RECOMMENDATIONS

PROPOSED GRADING PLAN


1/8" = 1'-0"

PREPARED BY




ETS
ENGINEERING TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
o. 919-782-2710, f. 919-435-0631
www.engineeringtower.com

PREPARED FOR



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22862-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420° - 79.899007°

SEAL: FIRM # P-1018



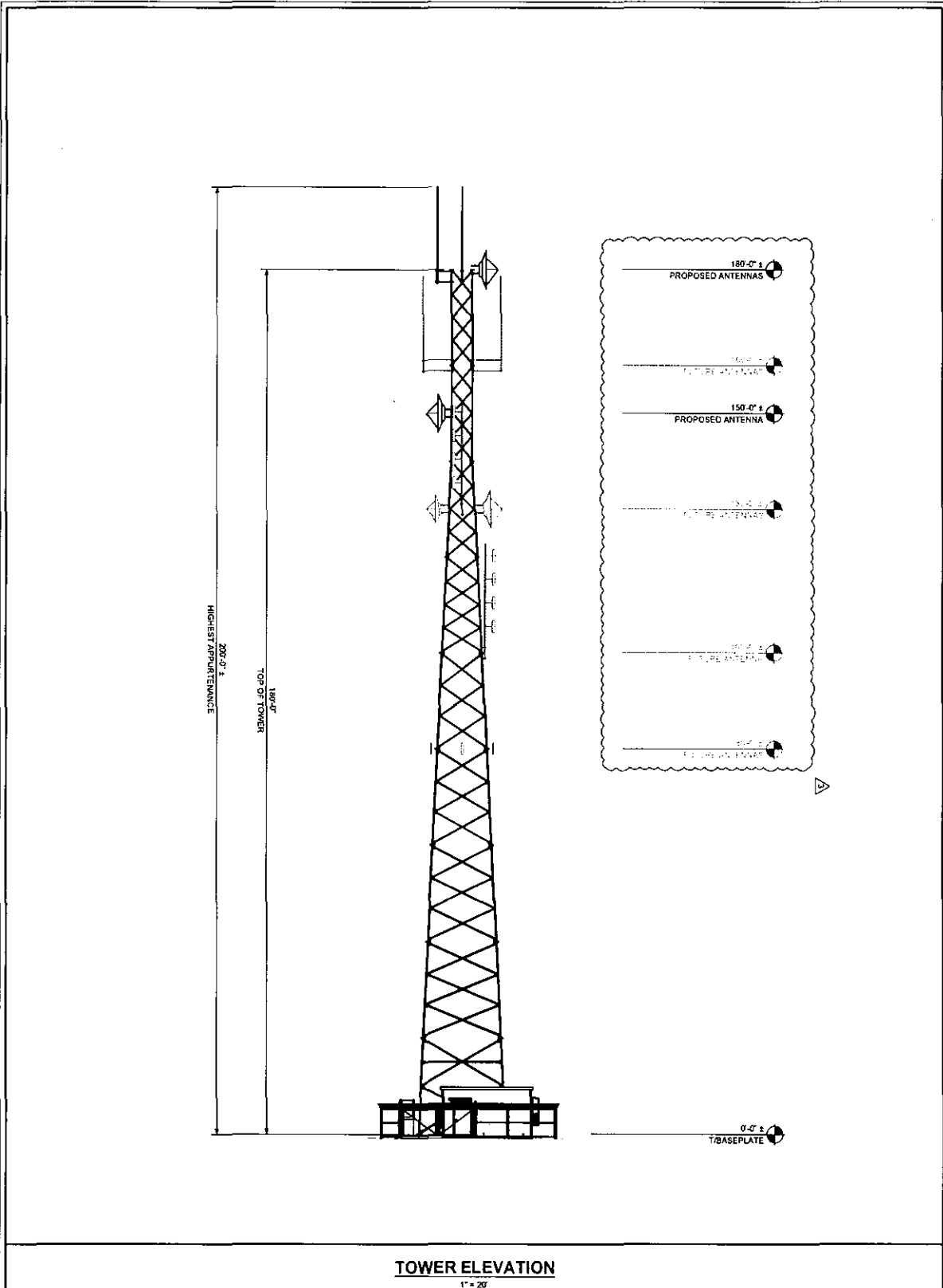
04/18/2021

REV	DATE	DETAILS
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SHEET TITLE:
PROPOSED GRADING PLAN

SHEET # **C-1.4** CURRENT REV # 4
ETS # 204855.AE.02



TOWER ELEVATION

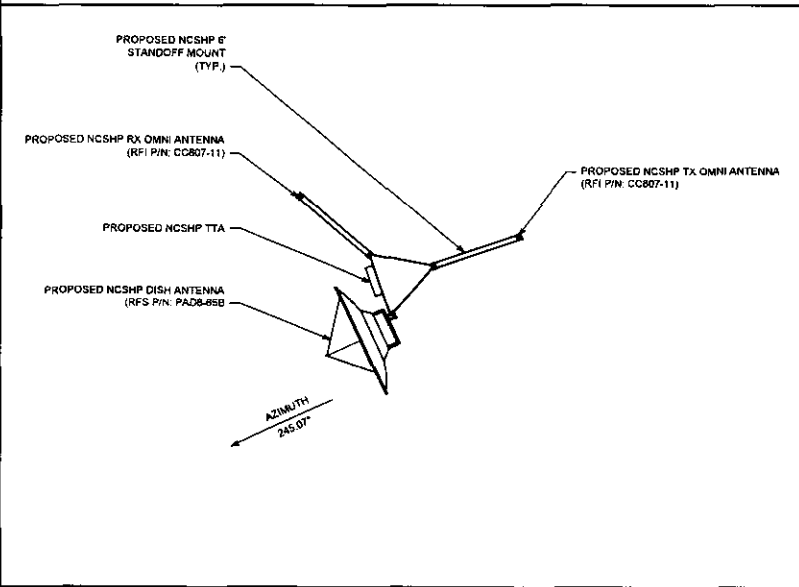
1" = 20'

<p>PREPARED BY: ETS ENGINEERING TOWER SOLUTIONS, PLLC 3227 WELINGTON COURT WASHINGTON, NC 27685-4951 919-462-5710 / 919-462-9571 www.engineeringtower.com</p>		<p>PREPARED FOR:</p> 																																																	
<p>SHEET # C-2 CURRENT REV # 4 ETS # 20055.AE.02</p>		<p>SEAL: CRISTOPHER B. BINGBERRY PE, STATE OF NORTH CAROLINA 027825 04/16/2021</p>																																																	
<p>PROJECT INFORMATION:</p> <p>SITE NAME: AHO SITE NUMBER: HP-1382 PROJECT NUMBER: 21-02889-01A</p> <p>SITE ADDRESS: 1400 W. STATE ST. BOONE, NC 28607 LATITUDE/LONGITUDE: 36.1544207, -79.2280907</p>		<p>REVISIONS:</p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DETAILS</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>01/22/2021</td> <td>CONSTRUCTION</td> </tr> <tr> <td>1</td> <td>01/26/2021</td> <td>CLIENT COMMENTS</td> </tr> <tr> <td>2</td> <td>02/19/2021</td> <td>CLIENT COMMENTS</td> </tr> <tr> <td>3</td> <td>03/19/2021</td> <td>CLIENT COMMENTS</td> </tr> <tr> <td>4</td> <td>04/16/2021</td> <td>CLIENT COMMENTS</td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> </tr> <tr> <td>11</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td></td> <td></td> </tr> <tr> <td>13</td> <td></td> <td></td> </tr> <tr> <td>14</td> <td></td> <td></td> </tr> </tbody> </table>		REV	DATE	DETAILS	0	01/22/2021	CONSTRUCTION	1	01/26/2021	CLIENT COMMENTS	2	02/19/2021	CLIENT COMMENTS	3	03/19/2021	CLIENT COMMENTS	4	04/16/2021	CLIENT COMMENTS	5			6			7			8			9			10			11			12			13			14		
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<p>DRAWN BY: AD CHECKED BY: AD</p> <p>SHEET TITLE: TOWER ELEVATION</p>		<p>FRAM #: P-1078</p>																																																	

PROPOSED ANTENNA SCHEDULE

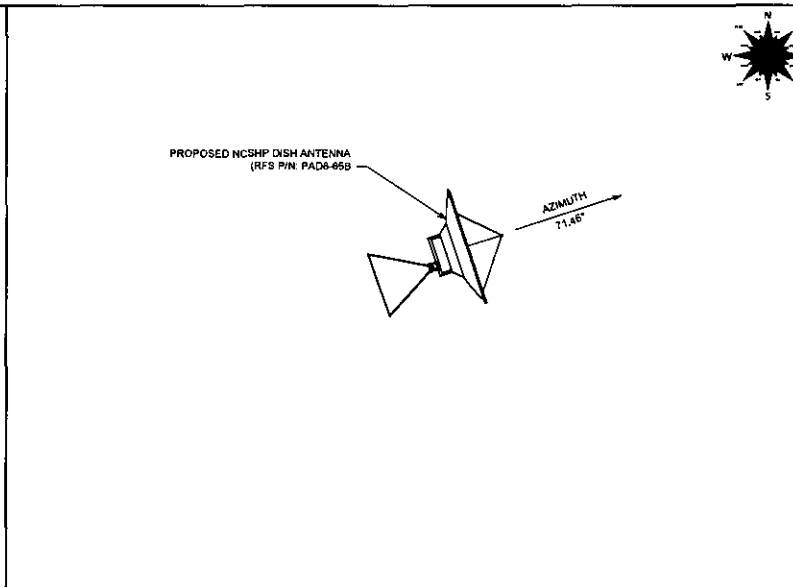
OWNER	QTY.	SIZE (FT)	TYPE	MANUFACTURER - ANTENNA MODEL NUMBER	ANTENNA AZIMUTH	ELEVATION	LEG	CABLE (QTY.) TYPE
NCSHP	1	17'-2"	OMNI	RFI - CC807-11 (RX)	-	180'-0" ±	A	(1) 7/8" COAX
NCSHP	1	2'-0"	TTA	TTA	-	180'-0" ±	A	(1) 1/2" COAX
NCSHP	1	17'-2"	OMNI	RFI - CC807-11 (TX)	-	180'-0" ±	B	(1) 1-5/8" COAX
NCSHP	1	8'-0"	DISH	RFS - PAD8-65B	245.07°	180'-0" ±	C	(1) EW63
NCSHP (FUTURE)	1	17'-2"	OMNI	RFI - CC807-11 (RX)	FUTURE	160'-0" ±	FUTURE	(1) 7/8" COAX (FUTURE)
NCSHP (FUTURE)	1	17'-2"	OMNI	RFI - CC807-11 (TX)	FUTURE	160'-0" ±	FUTURE	(1) 1-5/8" COAX (FUTURE)
NCSHP	1	8'-0"	DISH	RFS - PAD8-65B	71.46°	150'-0" ±	B	(1) EW63
NCSHP (FUTURE)	1	6'-0"	DISH	RFS - PAD6-65B (FUTURE)	FUTURE	130'-0" ±	FUTURE	(1) EW63 (FUTURE)
NCSHP (FUTURE)	1	8'-0"	DISH	RFS - PAD8-65B (FUTURE)	FUTURE	130'-0" ±	FUTURE	(1) EW63 (FUTURE)
WATUGA COUNTY (FUTURE)	1	21'-3"	DIPOLE	COMMSCOPE - DB224	FUTURE	130'-0" ±	A	(1) 7/8" COAX (FUTURE)
WATUGA COUNTY (FUTURE)	1	21'-3"	DIPOLE	COMMSCOPE - DB224	FUTURE	100'-0" ±	A	(1) 7/8" COAX (FUTURE)
WATUGA COUNTY (FUTURE)	3	2'-4"	PANEL	UBIQUITI NETWORKS - AM-V5G-T1	FUTURE	80'-0" ±	B	(1) CAT5E (FUTURE)

NOTE:
 * CONTRACTOR TO REFER TO MOST RECENT RADIO FREQUENCY DESIGN BY NCSHP PRIOR TO COMMENCING WORK.



ANTENNA LAYOUT @ 180'-0"

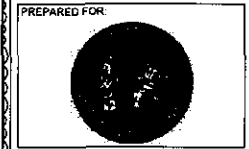
1/8" = 1'-0"



ANTENNA LAYOUT @ 150'-0"

1/8" = 1'-0"

PREPARED BY:



SITE NAME:
AHO
 SITE NUMBER:
HP-1382
 PROJECT NUMBER:
 21-22665-01A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420, -79.902260

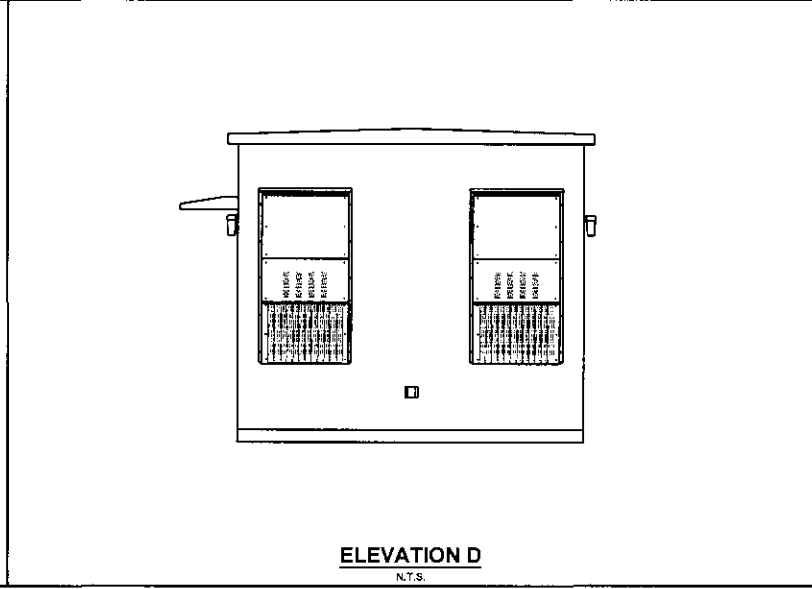
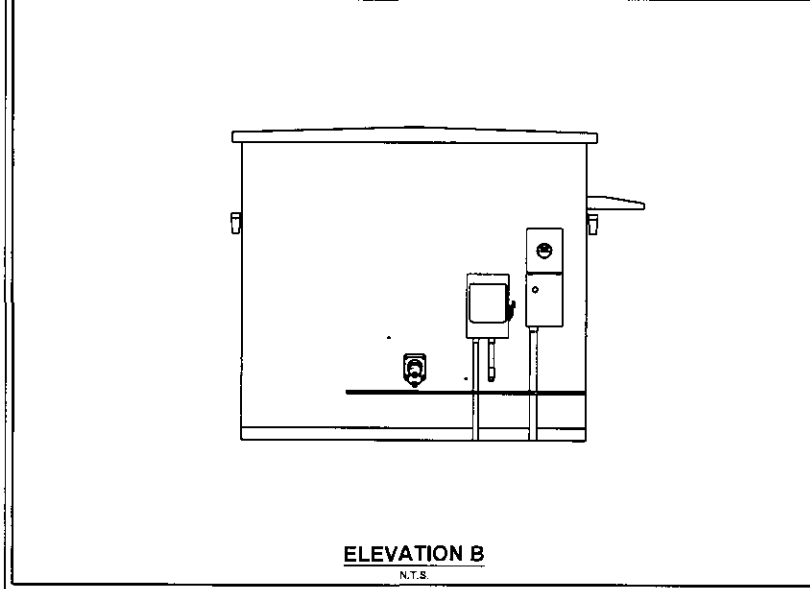
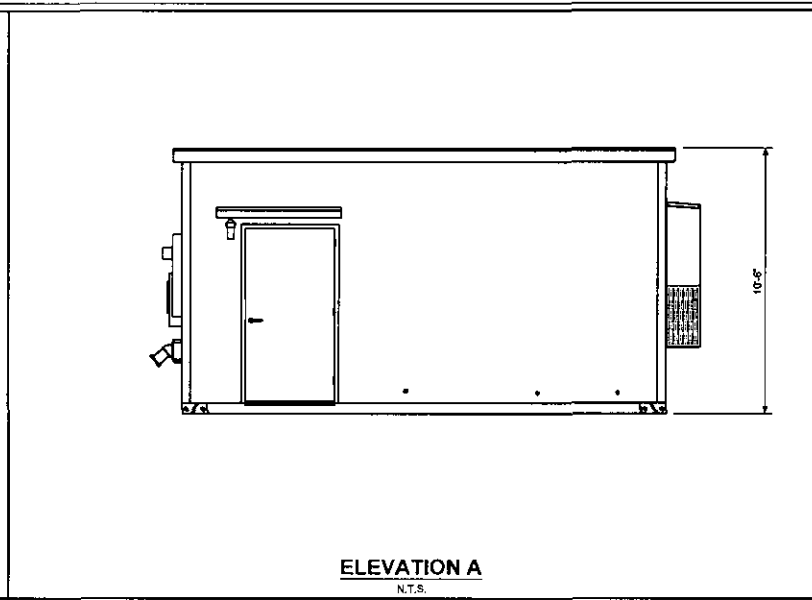
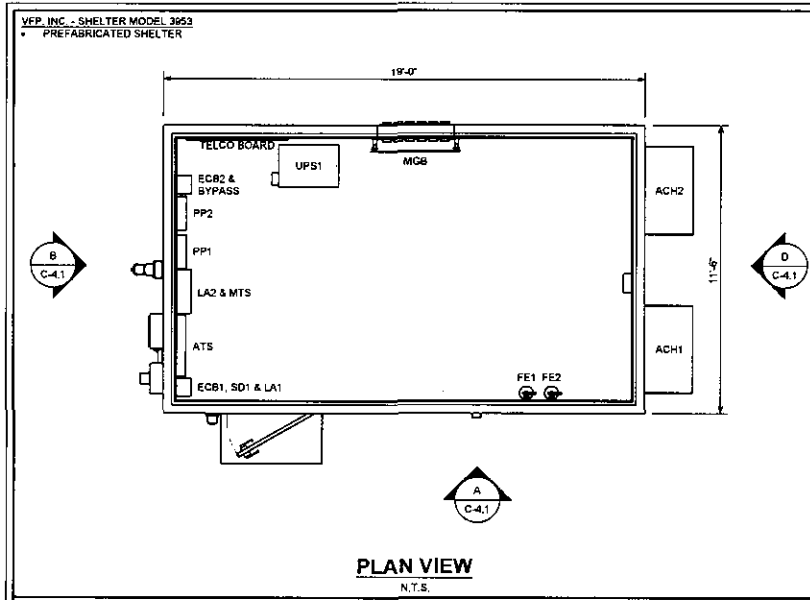
SEAL: FIRM # P-010

REV	DATE	DETAILS
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DRAWN BY: AD | CHECKED BY: AD

SHEET TITLE:
ANTENNA SCHEDULE & LAYOUTS

SHEET # **C-3** | CURRENT REV # 4
 ETS #: 204655.AE.02



PREPARED BY:

PREPARED FOR:

SITE NAME:
AHO
 SITE NUMBER:
HP-1382
 PROJECT NUMBER:
 21-22889-01A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420°, -81.902900°

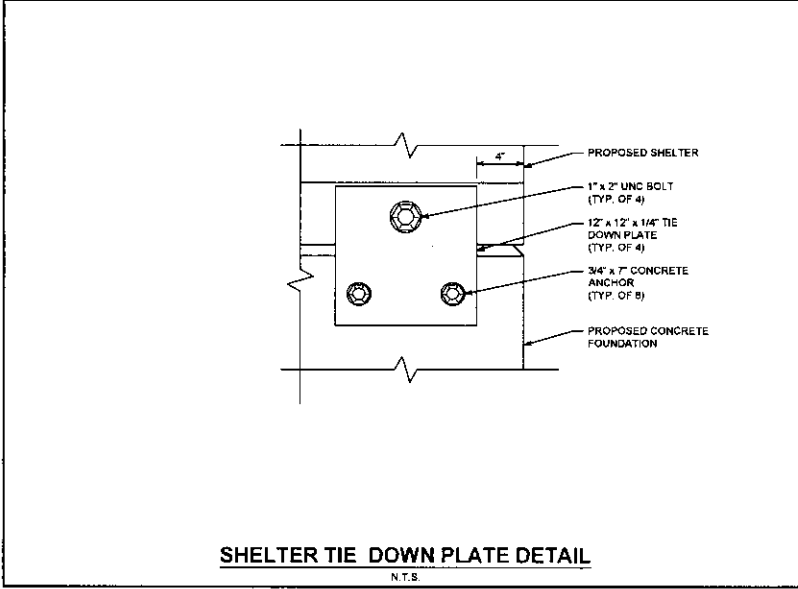
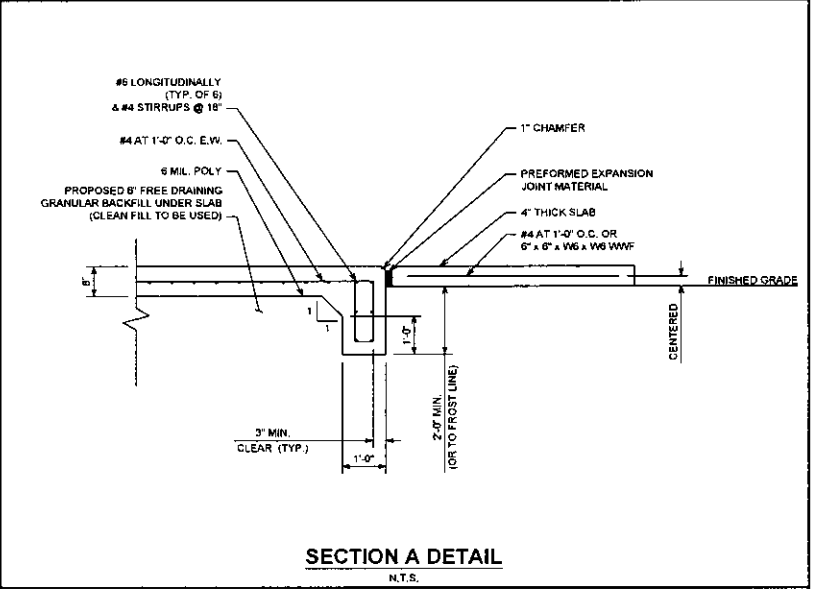
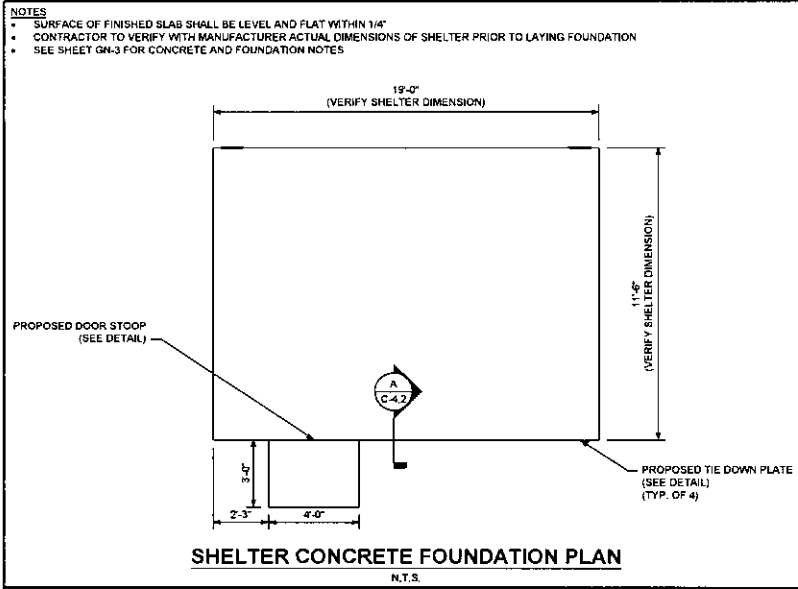
SEAL: FIRM #: P-1018

REV	DATE	DETAILS
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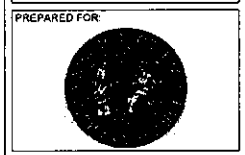
SHEET TITLE:
SHELTER DETAILS

SHEET # **C-4.1** CURRENT REV # 4
 ETS # 204655.AE.02



NOT USED
N.T.S.

PREPARED BY:



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22699-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, -81.602800°

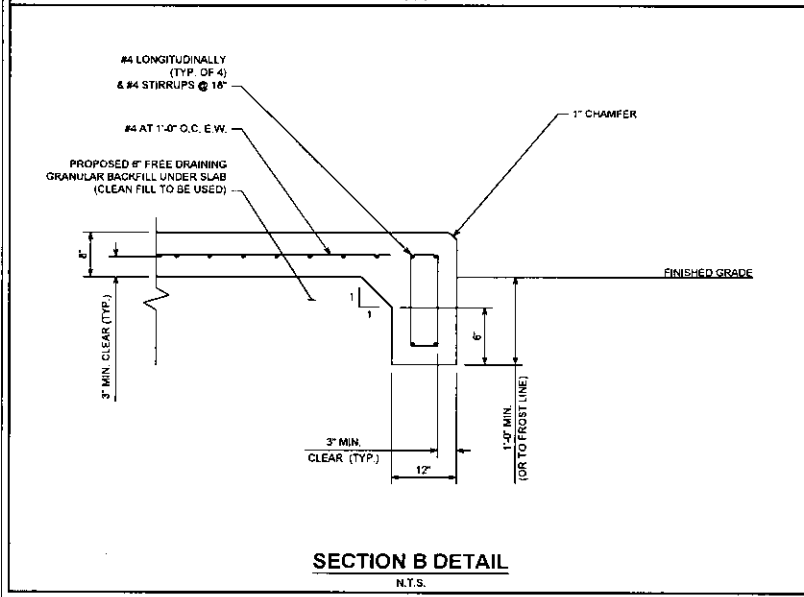
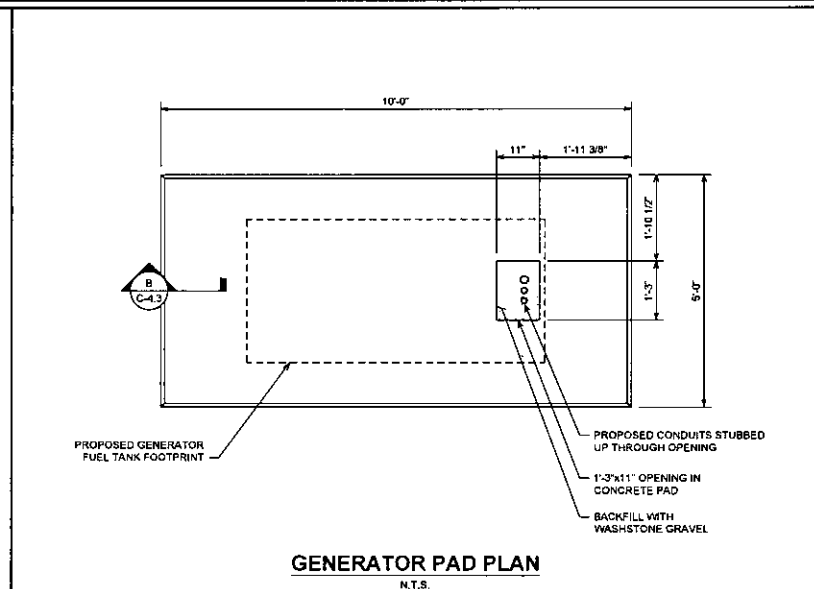
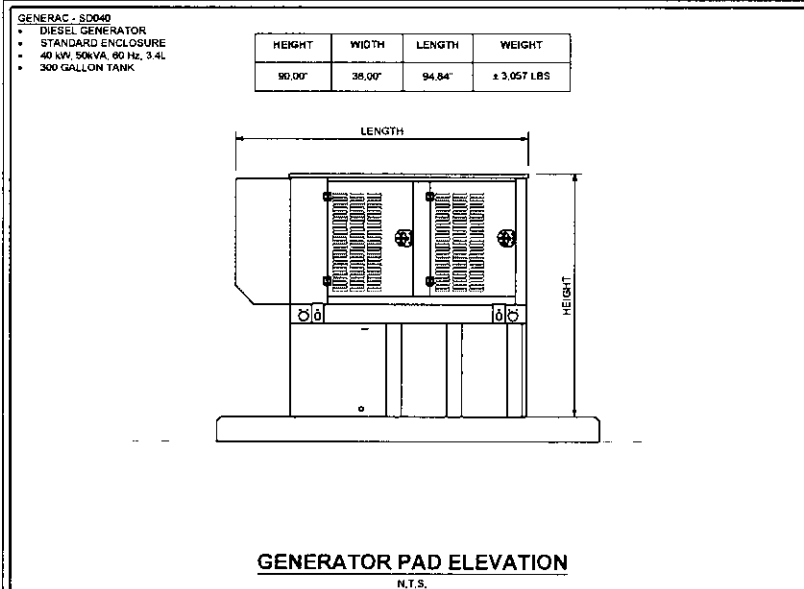
SEAL: FIRM #: P-1019

REV	DATE	DETAILS
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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
SHELTER FOUNDATION DETAILS

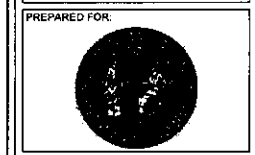
SHEET # **C-4.2** CURRENT REV # 4
ETS # 204695.AE.D2



NOT USED
N.T.S.

PREPARED BY:

ETS
ENGINEERED TOWER SOLUTIONS, PLLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
o: 919-782-2710, f: 919-435-0831
www.engineeredtowersolutions.com



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22889-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, -81.692800°

SEAL:

FIRM #: P-1019
04/18/2021

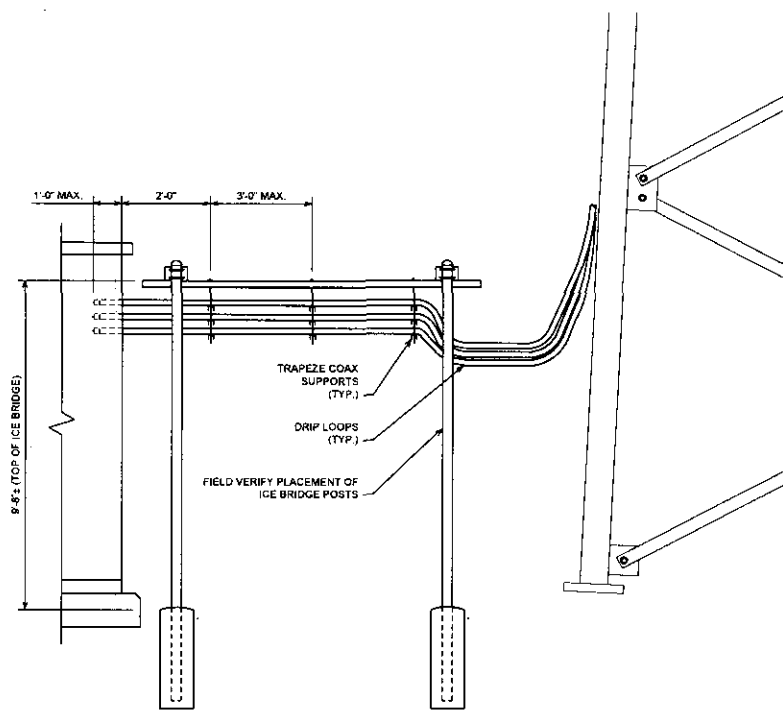
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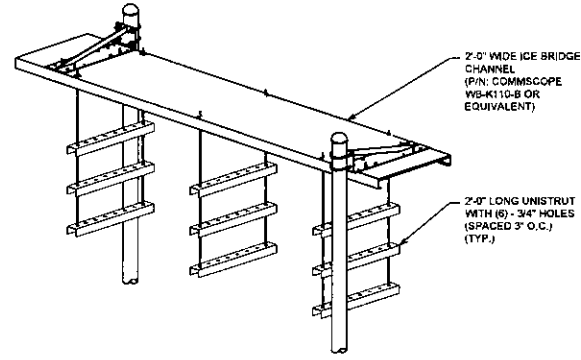
SHEET TITLE:
GENERATOR DETAILS

SHEET # **C-4.3** CURRENT REV # 4
ETS #: 204655.AE.02

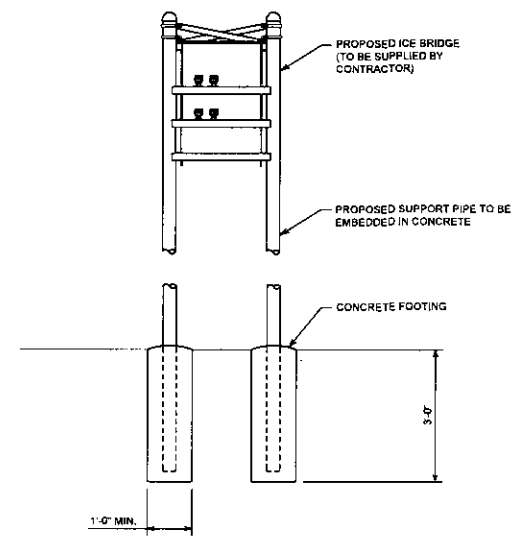
- NOTES:**
- COAX MUST COME OFF TOWER AT AN ELEVATION LOWER THAN RF ENTRY PORT TO PREVENT WATER MIGRATING TOWARDS SHELTER
 - ZIP TIES ARE NOT TO BE PERMANENT BUT MAY BE USED FOR TEMPORARY CONSTRUCTION



ICE BRIDGE DETAIL
N.T.S.



ISOMETRIC VIEW
N.T.S.



SIDE VIEW
N.T.S.

PREPARED BY:




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3227 HELLINGTON COURT
RALEIGH, NC 27615
o: 919-782-2710, f: 919-435-0631
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SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22869-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420° / -80.2500°

SEAL: FIRM # P-1018



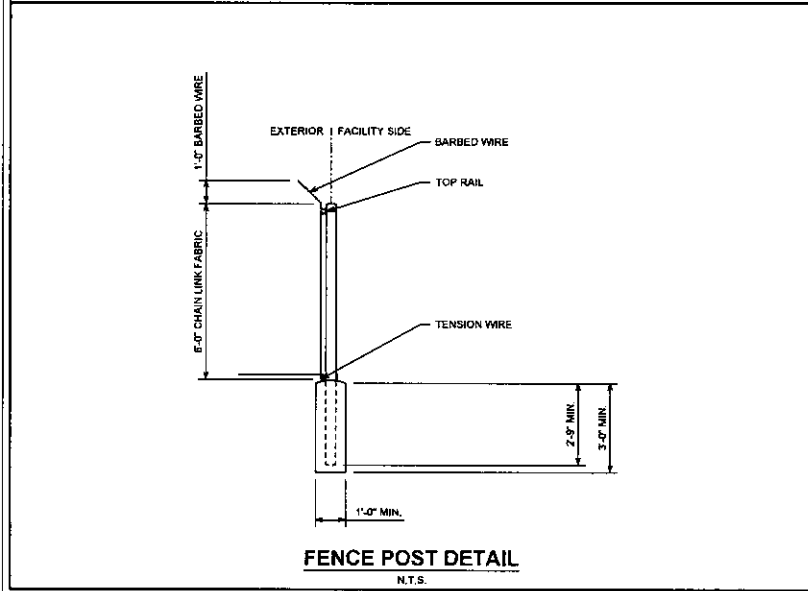
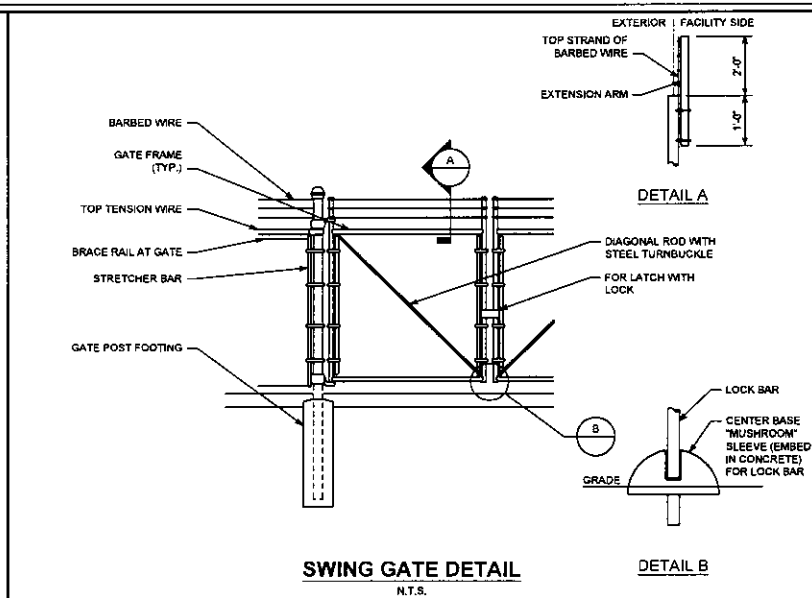
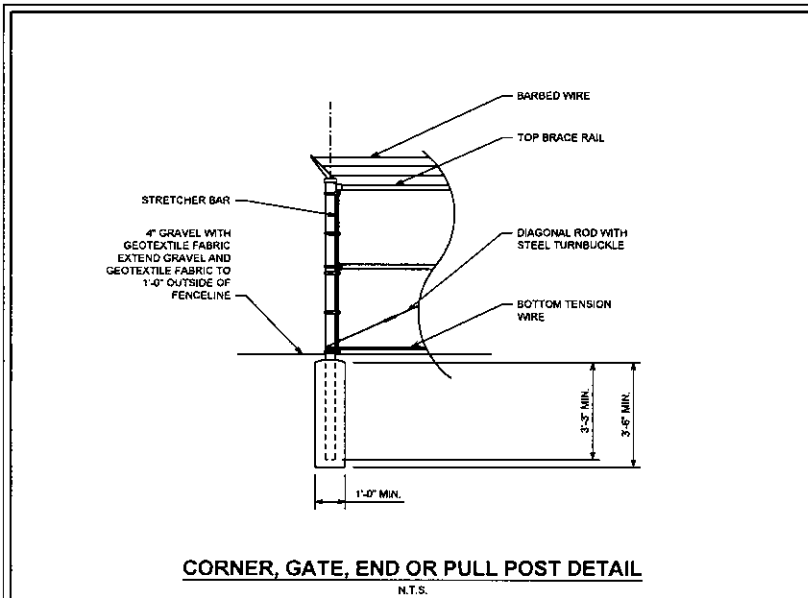
04/16/2021

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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
ICE BRIDGE DETAILS

SHEET # **C-4.4** CURRENT REV # 4
ETS # 204955.AE.02



- NOTES**
- ALL FABRIC, WIRE RAILS, POLES, HARDWARE, AND OTHER STEEL MATERIAL SHALL BE HOT-DIPPED GALVANIZED AND CONFIRM TO ALL ASTM REGULATIONS FOR GALVANIZING.
 - THE CONTRACTOR SHALL MATCH THE FENCING HEIGHT, STYLE, BANDING, BARBED WIRES, SUPPORTS, AND MEASUREMENTS OF THE EXISTING FENCE WHEREVER THE PROJECT REQUIRES THE EXTENSION OR MODIFICATIONS OF AN EXISTING FENCED AREA.
 - FABRIC SHALL BE 6'-0" HIGH x 2" CHAIN LINK MESH OF NO. 9 GAUGE (0.148) WIRE. THE FABRIC SHALL HAVE A TWISTED AND BARBED FINISH FOR THE TOP EDGES AND A KNUCKLED FINISH FOR THE BOTTOM EDGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-329 CLASS-1.
 - BARBED WIRE SHALL BE DOUBLE-STRAND, 12 GAUGE TWISTED WIRE, WITH 14 GAUGE 4 POINT ROUND BARBS SPACED AT 5" ON CENTER.
 - ALL POSTS SHALL BE SCHEDULE 20-GALVANIZED STEEL PIPE OF THE FOLLOWING DIAMETERS: LINE = 2-3/8" CORNER = 3" GATE = 3"
 - EXTEND GATE AND CORNER POSTS 1'-0" INCLUDING THE METAL DOME CAP TO PROVIDE FOR ATTACHMENT OF THE BARBED WIRE.
 - ALL TOP AND BRACED RAILS SHALL BE 1-5/8" DIAMETER SCHEDULE 20 MECHANICAL BRACE, SECURED IN PLACE BY USE OF GAE BRACE CLAMPS.
 - GATE FRAMES SHALL HAVE A FULL HEIGHT VERTICAL BRACE AND A FULL WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
 - HINGES SHALL BE A MINIMUM OF 200 DEGREES WITH A HINGE ADAPTER, LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES. THE GUIDE LATCH ASSEMBLY SHALL BE TAMPER PROOF. ALL STOPS AND DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH A METAL DOME CAP.
 - USE A NO. 7 GAUGE ZINC COATED TENSION WIRE AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BEND CLIPS AT CORNER AND GATE POSTS.
 - USE A 6" x 1/2" EYEBOLT TO HOLD TENSION WIRE AT LINE POSTS.
 - STRETCHER BARS SHALL BE 3/16 x 3/4" OR HAVE EQUIVALENT CROSS SECTION AREA.
 - ALL CORNER, GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES AND BE BRACED WITH 1-5/8" HORIZONTAL COMPRESSION MEMBER, SECURELY ATTACHED WITH IRON FITTINGS.
 - PROVIDE ALL OTHER HARDWARE NECESSARY TO ATTACH, TENSION, CLIP, BAND, HINGE, FASTEN AND FINISH THE FENCING PROPERLY.
 - BARBED WIRE SUPPORT ARMS SHALL BE SCHEDULE 40 GALVANIZED STEEL WITH SET BOLT AND LOCK WIRE IN THE ARM.
 - ALL POSTS, GATE GUARDS, AND OTHER PIPES SHALL BE CAPPED WITH A HOT DIPPED GALVANIZED CAST STEEL DOME CAP
 - ALL POSTS SHALL HAVE A MINIMUM OF 6" OF CONCRETE UNDER THE LOWER MOST PORTION TO A MINIMUM OF 8" LARGER THAN THE DIAMETER AT THE FINISHED GRADE.
 - ALL FENCE POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL POSTS WITH SET BOLT AND LOCK WIRE IN THE ARM.
 - ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE TIE CLIPS AT 2'-0" INTERVALS.

PREPARED BY:

ETS
ENGINEERING & CONSTRUCTION
3227 WELLINGTON COURT
RALEIGH, NC 27615
P: 919-702-2710, F: 919-435-0631
www.engineeredoversolutions.com

PREPARED FOR:

SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22889-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420° - 80.22800°

SEAL: FIRM #: P-1019

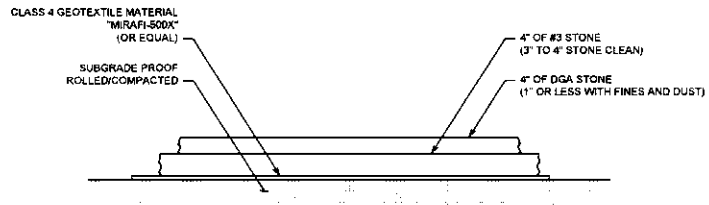
REV	DATE	DETAILS
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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
FENCE DETAILS

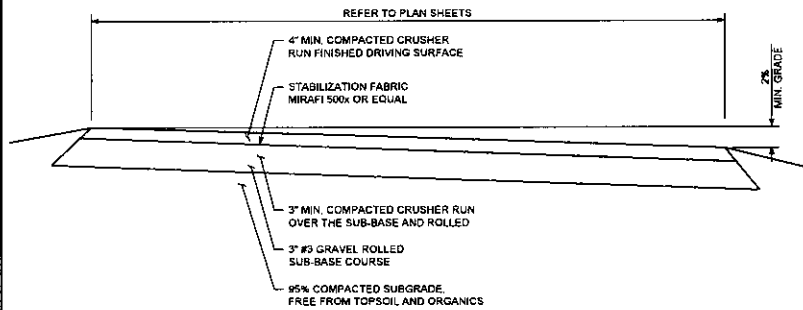
SHEET # **C-4.5** CURRENT REV # 4
ETS # 204055.AE.02

- NOTES:**
1. CLEAR AND GRUB EXISTING VEGETATION.
 2. MAINTAIN EXISTING DRAINAGE PATTERNS.
 3. MINIMUM OF 6" OF 1-1/2" CRUSHED ROCK.
 4. MIRAFI 500X (OR EQUIVALENT) GEOTEXTILE FABRIC.
 5. SUBGRADE TO BE COMPACTED TO 95% DENSITY (MINIMUM) STANDARD PROCTOR DENSITY.
 6. USE OF SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.
 7. AGGREGATE IS BASED ON STANDARD AASHTO.
 8. SLOPE NOT TO EXCEED 1/4" PER FOOT TO MAX. GRADE OF 6" FROM CENTER OF COMPOUND TO EACH FENCE LINE.



COMPOUND SURFACING
N.T.S.

- NOTES:**
- SEE ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING SHALL BE COMPACTED TO 95% MINIMUM STANDARD PROCTOR DENSITY AS SPECIFIED BY ASTM D698 AND AASHTO T99.
 - THE CONTRACTOR IS REQUIRED TO TEST AND SUBMIT COMPACTION TEST RESULTS FOR ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING IN THE CLOSEOUT PACKAGE SUPPLIED TO AMERICAN TOWER.
 - CONTRACTOR SHALL VERIFY DITCH LOCATIONS (IF REQUIRED) WITH SITE GRADING PLANS.
 - ROAD CROSS SECTION VARIES. CONTRACTOR SHALL REVIEW GRADING PLAN FOR CROSS SLOPE AREAS. MAINTAIN A MINIMUM 2% CROSS SLOPE.



ACCESS DRIVE SECTION
N.T.S.

- GRADING AND DRAINAGE NOTES:**
1. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREA.
 2. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
 3. GRASSED AREAS DISTURBED BY THE WORK OF THIS CONTRACT SHALL BE GRADED TO UNIFORM SLOPE, FERTILIZED, SEEDED AND COVERED WITH MULCH.
 4. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE NORTH CAROLINA GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.
 5. AUTHORIZATION FOR ACCESS TO AND WORK WITHIN PUBLIC ROAD R.O.W. SHALL BE OBTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL ADHERE TO ALL SPECIAL REQUIREMENTS SPECIFIED IN THE AUTHORIZATION.
 6. ALL OTHER VEGETATIVE COVER DAMAGED OR REMOVED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN KIND BY THE CONTRACTOR (UNLESS OTHERWISE NOTED).
 7. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
 8. CONTRACTOR SHALL HAVE NORTH CAROLINA ONE CALL (1-800-832-4949) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 9. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.

NOT USED
N.T.S.

PREPARED BY:



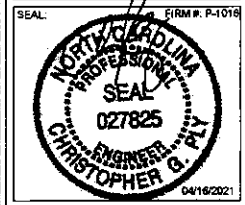
SITE NAME:
AHO

SITE NUMBER:
HP-1382

PROJECT NUMBER:
21-2285-01A

SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607

LATITUDE/LONGITUDE:
36.154420° -77.802500°



REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
2	02/16/2021	CLIENT COMMENTS
3	03/16/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
GRADING DETAILS

SHEET # **C-4.6** CURRENT REV # 4
ETS # 204855.AE.02

SCOPE

- SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN.
 - ELECTRIC SERVICE
 - CONDUIT AND RACEWAY
 - CONDUCTORS
 - MISCELLANEOUS MATERIALS
 - TELEPHONE CONDUITS
 - LIGHTNING ARRESTING SYSTEM

CODES

- THE INSTALLATION SHALL COMPLY WITH ALL LAWS APPLYING TO ELECTRICAL INSTALLATION IN EFFECT WITH THE REGULATIONS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE AND THE ICC 2012, ADMINISTRATIVE RULES WITH THE NATIONAL ELECTRIC CODE, AND ANY LOCAL CODES AND ORDINANCES WITH THE REGULATION OF THE SERVING UTILITY COMPANY. ALL PERMITS REQUIRED SHALL BE OBTAINED AND, AFTER COMPLETION OF WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF FINAL INSPECTION AND APPROVAL.

TESTING

- UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE

- IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER. WITHOUT EXPENSE TO THE OWNER ALL WARRANTY CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

COORDINATION

- CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY, IF REQUIRED.

EXAMINATION OF SITE

- PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION

- COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK, ALL CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
- ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.
- SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

RACEWAYS

- ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL EMT OR SCH40 PVC, AS INDICATED ON THE DRAWINGS.
- WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL. ALUMINUM CONDUIT SHALL NOT BE ALLOWED.
- CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
- UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.
- ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A MET LOCATION SHALL HAVE WATERPROOF FITTINGS.
- PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.
- BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.
- CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

EXTERIOR CONDUIT

- ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.

EQUIPMENT

- ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
- NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

CONDUCTORS

- FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THWN (MIN) (75 DEGREE) INSULATION, RATED FOR 600 VOLTS.
- ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
 - MINIMUM WIRE SIZE SHALL BE #12 AWG.
 - ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED, CONDUCTORS SIZED #10 AND SMALLER MAY BE SOLID OR STRANDED.
 - CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
 - CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
- ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.
- THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS

PENETRATIONS

- CONTRACTOR SHALL COMPLY WITH UL PENETRATION DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.


GROUNDING

- ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.
- PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
- PROVIDE BONDING AND GROUND TO MEET NFPA 700 - LIGHTNING PROTECTION AS A MINIMUM.
- ALL GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH MOTOROLA R-86 GUIDELINES, SECTION 4.

LEGEND


- E — UNDERGROUND ELECTRICAL CONDUIT
- T — UNDERGROUND TELEPHONE CONDUIT
- ⊞ KILOWATT-HOUR METER
- — — UNDERGROUND BONDING AND GROUNDING CONDUCTOR
- ⊕ GROUND ROD
- ⊗ GROUND ROD WITH INSPECTION WELL
- CADWELD (EXOTHERMIC)
- MECHANICAL

PREPARED BY:




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PREPARED FOR:



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22899-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154423° / 79.602807°

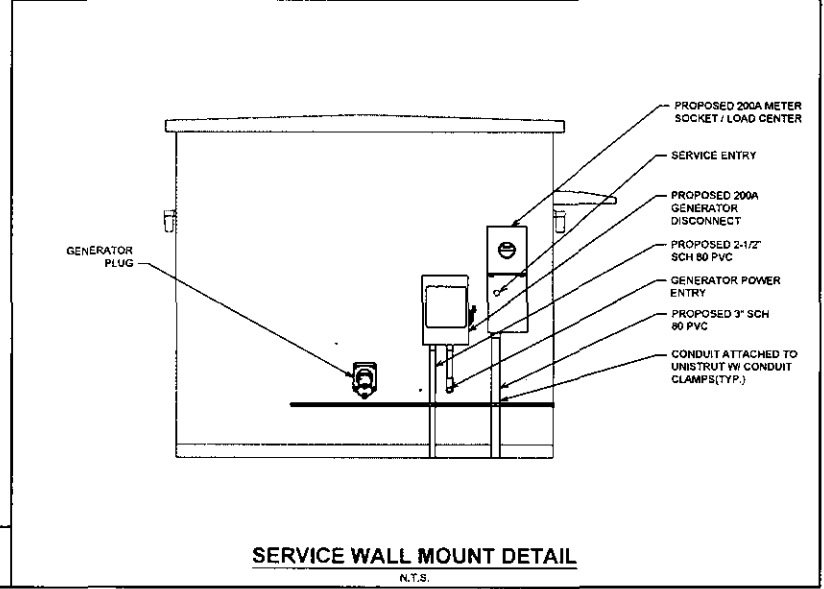
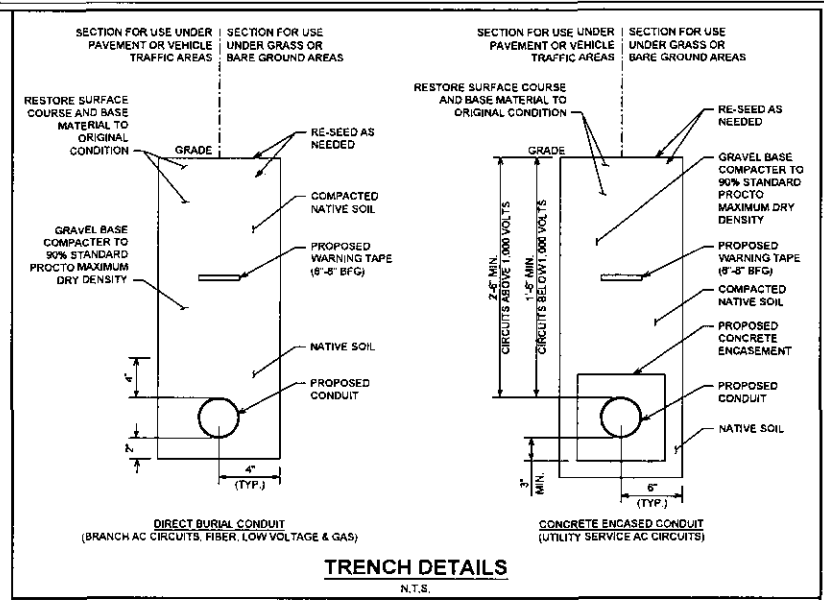
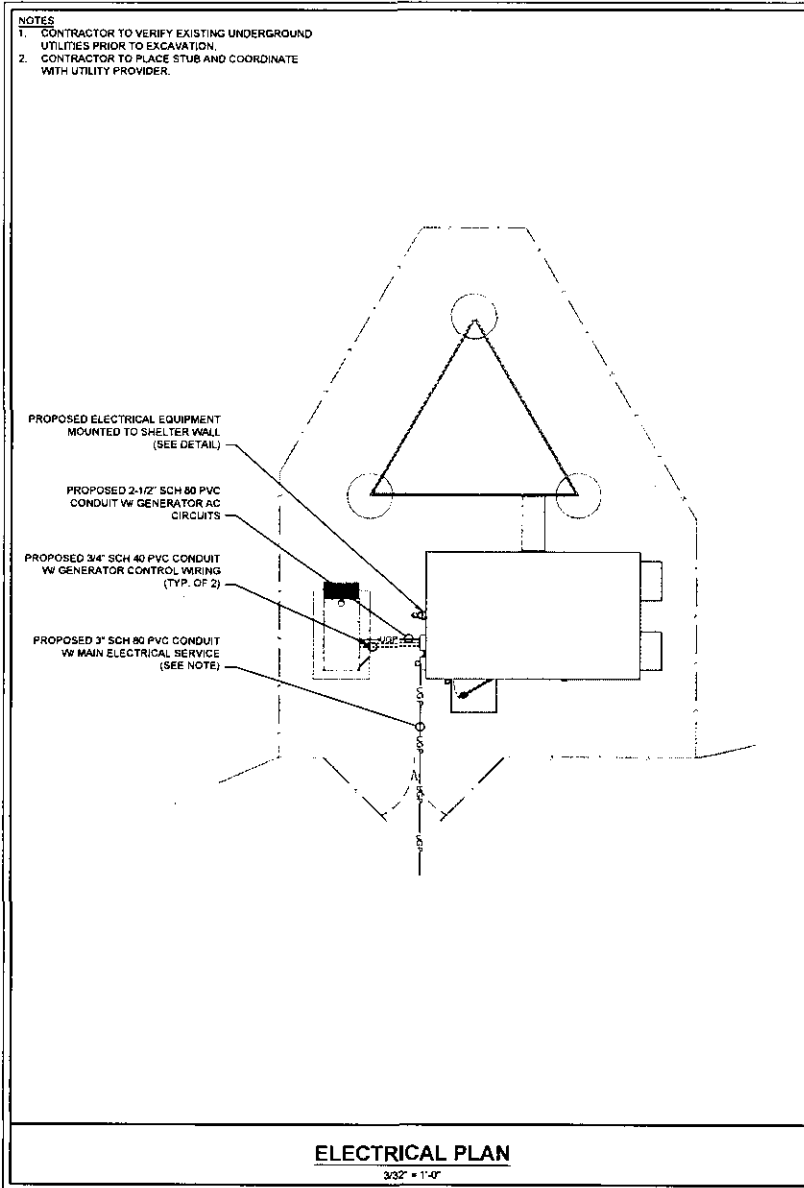
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04/16/2021

REV	DATE	DETAILS
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2	02/19/2021	CLIENT COMMENTS
3	03/19/2021	CLIENT COMMENTS
4	04/19/2021	CLIENT COMMENTS
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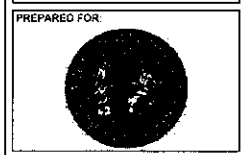
SHEET TITLE:
ELECTRICAL NOTES

SHEET # **E-1** CURRENT REV # **4**
ETS #: 204655.AE.02



PREPARED BY:

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SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22685-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, -79.9022600°



REV	DATE	DETAILS
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SHEET TITLE:
ELECTRICAL PLAN & DETAILS

SHEET # **E-2** CURRENT REV # 4
ETS #: 204695 AE 02

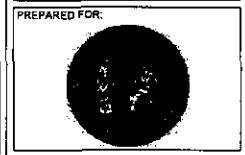
200A, 120/240V, 1Ø/3W, 60Hz POWER PANEL SCHEDULE "PP1 UTILITY"															
LOAD SERVED	VA (WATTS)		WIRE	BREAKER		CKT #	PHASE	CKT #	BREAKER		WIRE	VA (WATTS)		LOAD SERVED	
	L1	L2		POLE	TRIP				POLE	TRIP		L1	L2		
LIGHTNING ARRESTOR	60		#4	2	60A	1	A	2	2	30A	#10	3727		ACH2	
		60				3	B	4					3727		
ACH1	3727		#10	2	30A	5	A	6	1	20A	#12	540		INTERIOR RECEPTS	
		3727				7	B	8	1	20A	#12		120	SMOKE DETECTOR	
INTERIOR RECEPTS	540		#12	1	20A	9	A	10				4950		UPS	
INTERIOR LIGHTS		768	#12	1	20A	11	B	12	2	125A	#1		4950	TECH PANEL PP2	
EXTERIOR RECEPT	180		#12	1	20A	13	A	14				180		TWIST LOCK RECEPTACLE #1	
EXTERIOR LIGHTS		200	#12	1	20A	15	B	16	2	20A	#12		180		
WATER HEATER JKT	120		#12	1	20A	17	A	18				180		TWIST LOCK RECEPTACLE #2	
GEN. BATT. CHGR.		120	#12	1	20A	19	B	20	2	20A	#12		180		
SPARE	-		-	1	20A	21	A	22	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	23	B	24	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	25	A	26	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	27	B	28	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	29	A	30	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	31	B	32	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	33	A	34	1	20A	--	-		SPARE	
SPARE	-		-	1	20A	35	B	36	1	20A	--	-		SPARE	
BATTERY CHARGER	2500		#10	2	30A	37	A	38	1	20A	--	-		SPARE	
		2500				39	B	40	1	20A	--	-		SPARE	
TOTAL VOLT AMPS	7,127.0	7,375.0										9,577	9,157	TOTAL VOLT AMPS	
TOTAL VOLT AMPERES								16,704.0		16,532.0					
TOTAL AMPS PER LEG								139.20		137.77					
AMPS X 125%										174.0					

"PP1 UTILITY" PANEL SCHEDULE
N.T.S.

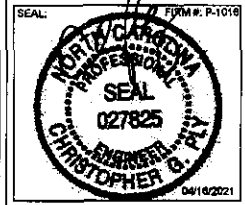
PREPARED BY:



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AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22869-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.1544207, -81.802800



REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
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SHEET TITLE:
PANEL SCHEDULE "PP1 UTILITY"

SHEET # **E-3.1** CURRENT REV # **4**
ETS #: 204955_AE.02

SCOPE

1. SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:

A. ELECTRIC SERVICE
 B. CONDUIT AND RACEWAY
 C. CONDUCTORS
 D. MISCELLANEOUS MATERIALS
 E. TELEPHONE CONDUITS
 F. LIGHTNING ARRESTING SYSTEM

CODES

1. THE INSTALLATION SHALL COMPLY WITH ALL LAWS APPLYING TO ELECTRICAL INSTALLATION IN EFFECT WITH THE REGULATIONS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE AND THE ICC 2012, ADMINISTRATIVE RULES WITH THE NATIONAL ELECTRIC CODE, AND ANY LOCAL CODES AND ORDINANCES WITH THE REGULATION OF THE SERVING UTILITY COMPANY. ALL PERMITS REQUIRED SHALL BE OBTAINED AND, AFTER COMPLETION OF WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF FINAL INSPECTION AND APPROVAL.

TESTING

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER. WITHOUT EXPENSE TO THE OWNER ALL WARRANTY CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

COORDINATION

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY, IF REQUIRED.

EXAMINATION OF SITE

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION

1. COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. ALL CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.

2. ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.

3. SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

RACEWAYS

1. ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL EMT OR SCH40 PVC, AS INDICATED ON THE DRAWINGS.

2. WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL. ALUMINUM CONDUIT SHALL NOT BE ALLOWED.

3. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.

4. UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.

5. ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.

6. PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

7. BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.

8. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

EXTERIOR CONDUIT

1. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.

EQUIPMENT

1. ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.

2. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

CONDUCTORS

1. FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THWN (MIN) (75 DEGREE) INSULATION, RATED FOR 800 VOLTS.

2. ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS.

A. MINIMUM WIRE SIZE SHALL BE #12 AWG.

B. ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND SMALLER MAY BE SOLID OR STRANDED.

C. CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.

D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.

3. ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

4. THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS

PENETRATIONS

1. CONTRACTOR SHALL COMPLY WITH UL PENETRATION DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

GROUNDING

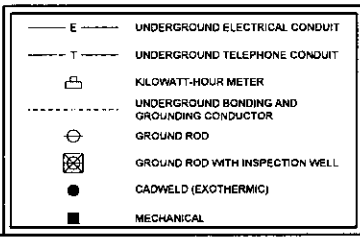
1. ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.

2. PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.

3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 - LIGHTNING PROTECTION AS A MINIMUM.

4. ALL GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH MOTOROLA R-56 GUIDELINES, SECTION 4.

A	AMPERE	NEC	NATIONAL ELECTRIC CODE
AFG	ABOVE FINISHED GRADE	PH	PHASE
ATS	AUTOMATIC TRANSFER SWITCH	PNL	PANEL
AWG	AMERICAN WIRE GAUGE	PNLBD	PANELBOARD
BCW	BARE COPPER WIRE	PVC	SCH 40 RIGID NON-METALLIC CONDUIT
BFG	BELOW FINISHED GRADE	RG5	RIGID GALVANIZED STEEL CONDUIT
BKR	BREAKER	SGS	SWITCH
BTSC	BARE TINNED SOLID COPPER CONDUIT	TGB	TOWER GROUND BAR
C	CIRCUIT DISCONNECT	UL	UNDERWRITERS LABORATORIES
CKT	DISCONNECT	V	VOLTAGE
DISC	DISCONNECT	W	WATTS
EGR	EXTERNAL GROUND RING	XFMR	TRANSFORMER
EMT	ELECTRIC METALLIC TUBING	XMTR	TRANSMITTER
FSC	FLEXIBLE STEEL CONDUIT		
GEN	GENERATOR		
GPS	GLOBAL POSITIONING SYSTEM		
GRD	GROUND		
IGB	ISOLATED GROUND BAR		
IGR	INTERIOR GROUND RING (HALO)		
KW	KILOWATTS		



PREPARED BY:

PREPARED FOR:

SITE NAME:
AHO
 SITE NUMBER:
HP-1382
 PROJECT NUMBER:
 21-2288-01A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420° / 79.602800°

SEAL: FIRM #: P-1018

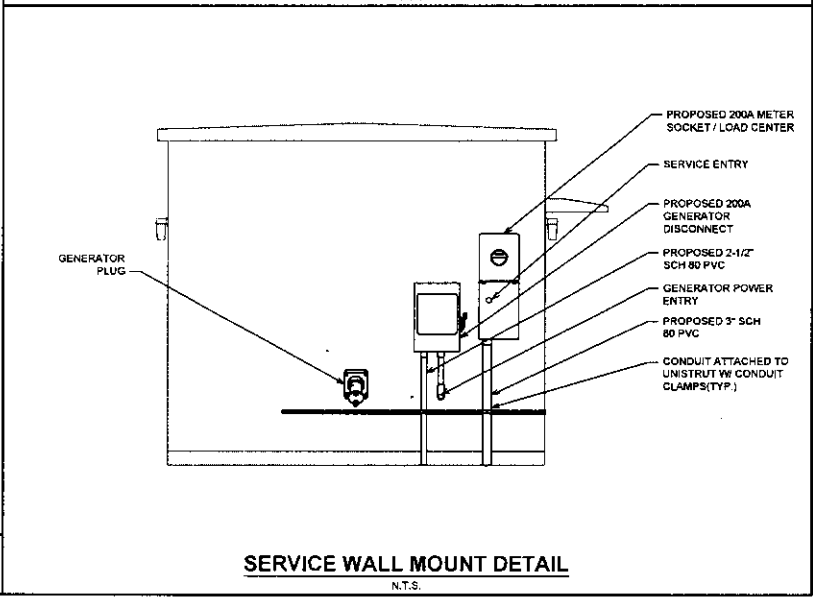
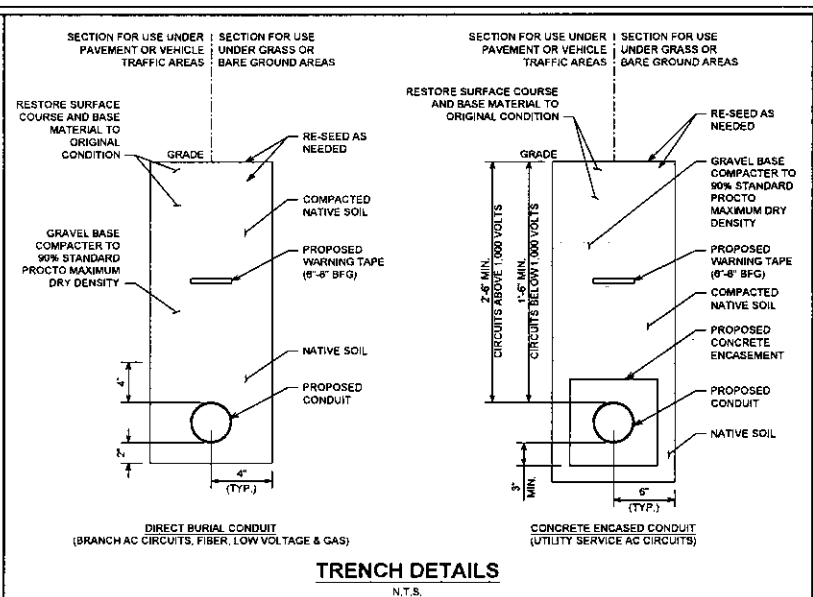
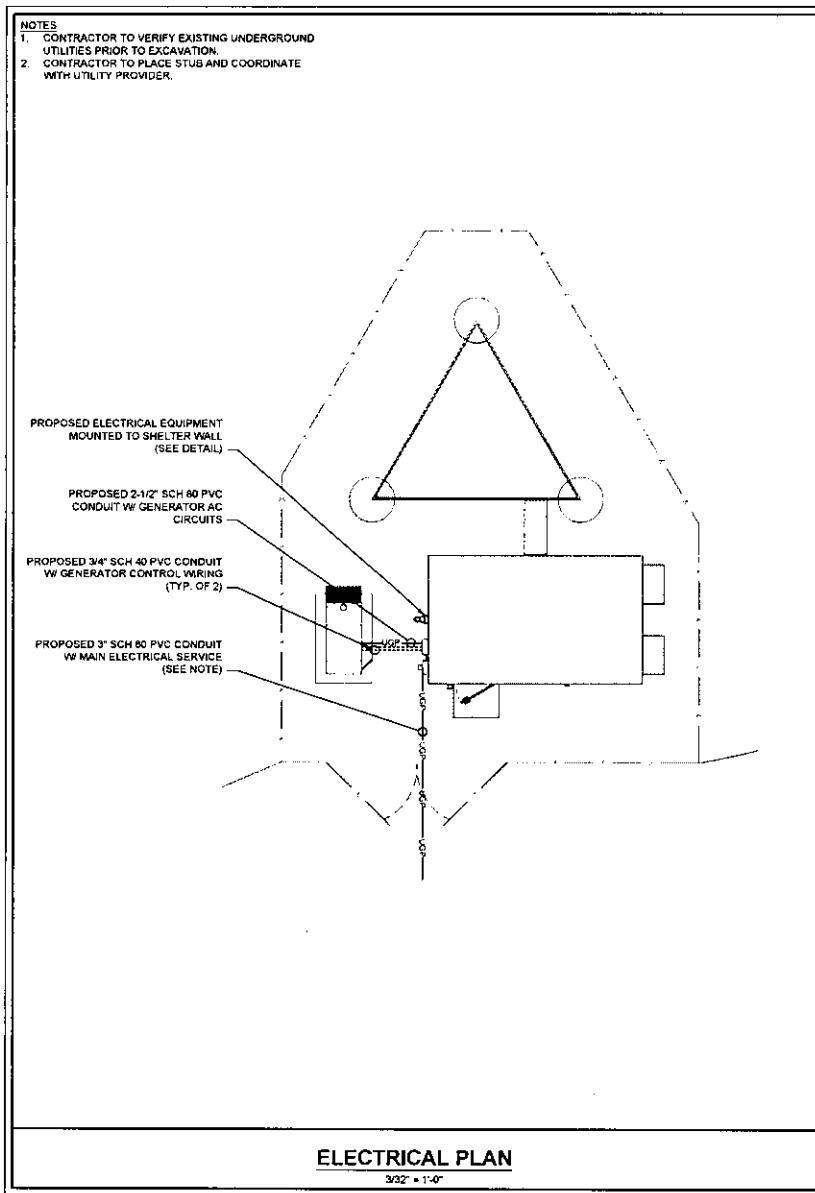
 04/14/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
2	02/19/2021	CLIENT COMMENTS
3	03/18/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
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DRAWN BY: AD CHECKED BY: AD

SHEET TITLE:
ELECTRICAL NOTES

SHEET # **E-1** CURRENT REV # 4
 ETS #: 204856.AE.02



PREPARED BY:

PREPARED FOR:

SITE NAME:
AHO

SITE NUMBER:
HP-1382

PROJECT NUMBER:
21-22889-01A

SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607

LATITUDE/LONGITUDE:
36.154420°, -79.002200°

SEAL: FIRM # P-1018

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
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SHEET TITLE:
ELECTRICAL PLAN & DETAILS

SHEET # **E-2** CURRENT REV # 4
ETS # 204855.AE.02

200A, 120/240V, 1Ø/3W, 60Hz POWER PANEL SCHEDULE "PP1 UTILITY"

LOAD SERVED	VA (WATTS)		WIRE	BREAKER		CKT #	PHASE	CKT #	BREAKER		WIRE	VA (WATTS)		LOAD SERVED
	L1	L2		POLE	TRIP				POLE	TRIP		L1	L2	
LIGHTNING ARRESTOR	60		#4	2	60A	1	A	2	2	30A	#10	3727		ACH2
		60				3	B	4	2				3727	
ACH1	3727		#10	2	30A	5	A	6	1	20A	#12	540		INTERIOR RECEPTS
		3727				7	B	8	1	20A	#12		120	SMOKE DETECTOR
INTERIOR RECEPTS	540		#12	1	20A	9	A	10	2	125A	#1	4950		UPS
INTERIOR LIGHTS		768	#12	1	20A	11	B	12	2			4950		TECH PANEL PP2
EXTERIOR RECEPT	180		#12	1	20A	13	A	14	2	20A	#12	180		TWIST LOCK RECEPTACLE #1
EXTERIOR LIGHTS		200	#12	1	20A	15	B	16	2			180		
WATER HEATER JKT	120		#12	1	20A	17	A	18	2	20A	#12	180		TWIST LOCK RECEPTACLE #2
GEN. BATT. CHGR.		120	#12	1	20A	19	B	20	2			180		
SPARE	-		--	1	20A	21	A	22	1	20A	--	--		SPARE
SPARE			--	1	20A	23	B	24	1	20A	--	--		SPARE
SPARE			--	1	20A	25	A	26	1	20A	--	--		SPARE
SPARE			--	1	20A	27	B	28	1	20A	--	--		SPARE
SPARE			--	1	20A	29	A	30	1	20A	--	--		SPARE
SPARE			--	1	20A	31	B	32	1	20A	--	--		SPARE
SPARE			--	1	20A	33	A	34	1	20A	--	--		SPARE
SPARE			--	1	20A	35	B	36	1	20A	--	--		SPARE
BATTERY CHARGER	2500		#10	2	30A	37	A	38	1	20A	--	--		SPARE
		2500				39	B	40	1	20A	--	--		SPARE
TOTAL VOLT AMPS	7,127.0	7,375.0										9,577	9,157	TOTAL VOLT AMPS
TOTAL VOLT AMPERES								16,704.0			16,532.0			
TOTAL AMPS PER LEG								139.20			137.77			
AMPS X 125%										174.0				

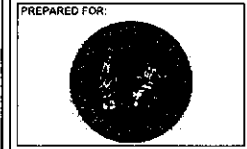
"PP1 UTILITY" PANEL SCHEDULE

N.T.S.

PREPARED BY:




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3227 WELLINGTON COURT
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SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22889-D1A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420°, 79.022600°

SEAL: FIRM # P-1018



04/16/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
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SHEET TITLE:
PANEL SCHEDULE "PP1 UTILITY"

SHEET # **E-3.1** | CURRENT REV # **4**
ETS # 204955.AE.02

200A, 120/240V, 1Ø/3W, 60Hz POWER PANEL SCHEDULE "PP2 TECH"

LOAD SERVED	VA (WATTS)		WIRE	BREAKER		CKT #	PHASE	CKT #	BREAKER		WIRE	VA (WATTS)		LOAD SERVED	
	L1	L2		POLE	TRIP				POLE	TRIP		L1	L2		
EQUIP. RECEPT. #1	360		#12	1	20A	1	A	2	1	20A	#12	360		EQUIP. RECEPT. #2	
EQUIP. RECEPT. #3		360	#12	1	20A	3	B	4	1	20A	#12		360	EQUIP. RECEPT. #4	
EQUIP. RECEPT. #5	360		#12	1	20A	5	A	6	1	20A	#12	360		EQUIP. RECEPT. #6	
EQUIP. RECEPT. #7		360	#12	1	20A	7	B	8	1	20A	#12		360	EQUIP. RECEPT. #8	
EQUIP. RECEPT. #9	360		#12	1	20A	9	A	10	1	20A	#12	360		EQUIP. RECEPT. #10	
EQUIP. RECEPT. #11		360	#12	1	20A	11	B	12	1	20A	#12		360	EQUIP. RECEPT. #12	
EQUIP. RECEPT. #13	360		#12	1	20A	13	A	14	1	20A	#12	360		EQUIP. RECEPT. #14	
EQUIP. RECEPT. #15		360	#12	1	20A	15	B	16	1	20A	#12		360	EQUIP. RECEPT. #16	
TRANS. CKT #17	360		#12	1	20A	17	A	18	1	20A	#12	360		TRANS. CKT #18	
TRANS. CKT #19		360	#12	1	20A	19	B	20	1	20A	#12		360	TRANS. CKT #20	
TRANS. CKT #21	360		#12	1	20A	21	A	22	1	20A	#12	360		TRANS. CKT #22	
TRANS. CKT #23		360	#12	1	20A	23	B	24	1	20A	#12		360	TRANS. CKT #24	
EQUIP. RECEPT. #25	360		#12	1	20A	25	A	26	1	20A	#12	360		EQUIP. RECEPT. #26	
EQUIP. RECEPT. #27		360	#12	1	20A	27	B	28	1	20A	#12		360	EQUIP. RECEPT. #28	
SPARE	-	-	-	1	20A	29	A	30	1	20A	-	-	-	SPARE	
SPARE	-	-	-	1	20A	31	B	32	1	20A	-	-	-	SPARE	
SPARE	-	-	-	1	20A	33	A	34	1	20A	-	-	-	SPARE	
SPARE	-	-	-	1	20A	35	B	36	1	20A	-	-	-	SPARE	
SPARE	-	-	-	1	20A	37	A	38	1	20A	-	-	-	SPARE	
SPARE	-	-	-	1	20A	39	B	40	1	20A	-	-	-	SPARE	
TOTAL VOLT AMPS	2,520.0	2,520.0										2,520	2,520	TOTAL VOLT AMPS	
TOTAL VOLT AMPERES								5,040.0	5,040.0						
TOTAL AMPS PER LEG								42.00	42.00						
AMPS X 125%								52.5							

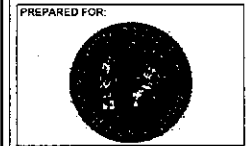
"PP2 TECH" PANEL SCHEDULE

N.T.S.

PREPARED BY:




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SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22868-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.1544207, -80.6229007

SEAL: FIRM # P-1010



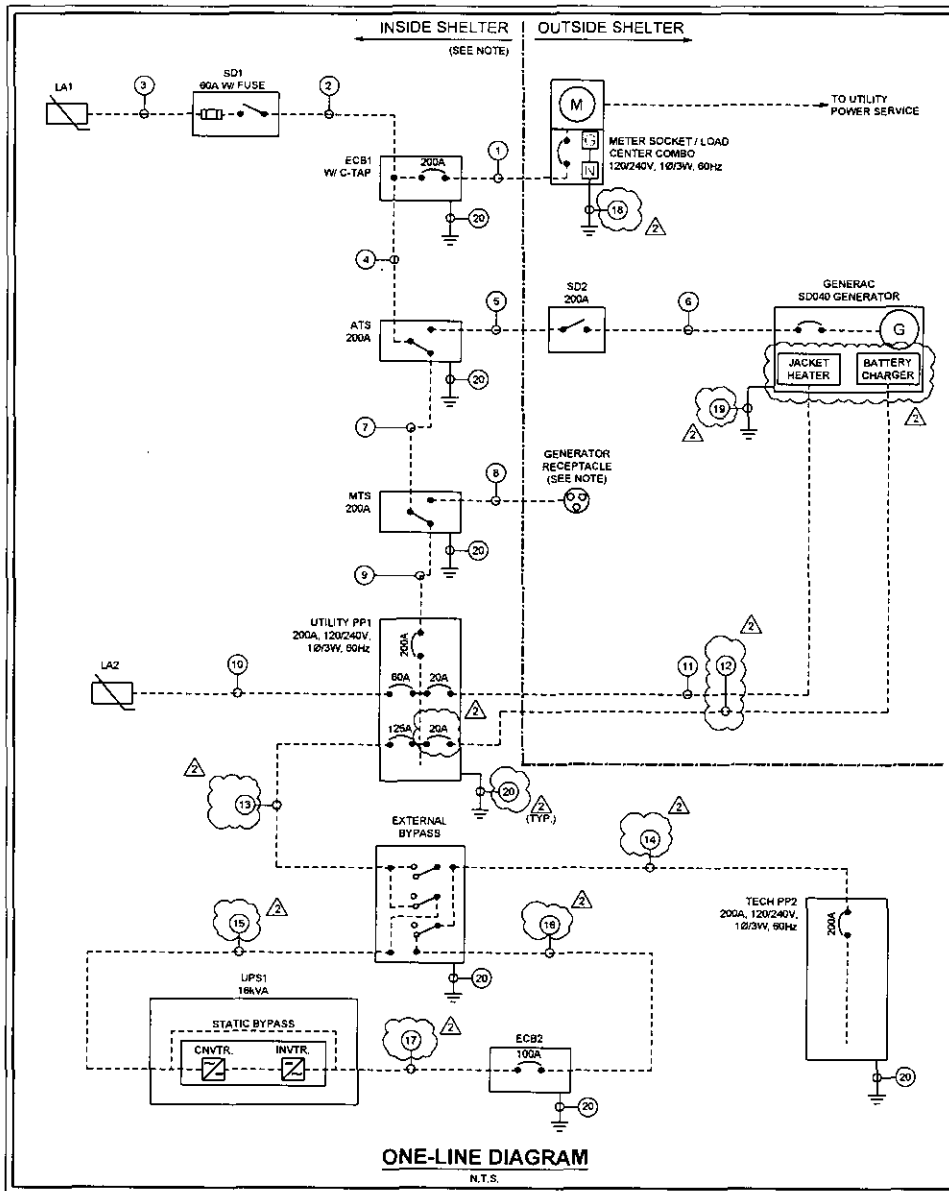
SEAL
027825
CHRISTOPHER G. PLY
04/19/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
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SHEET TITLE:
**PANEL SCHEDULE
"PP2 TECH"**

SHEET # **E-3.2** | CURRENT REV # 4
ETS # 204655.AE.02



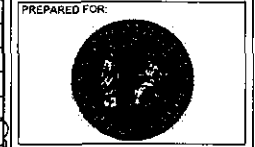
	FROM	TO	CONDUCTOR
1	METER / LOAD CENTER	ENCLOSURE W/ CIRCUIT BREAKER (ECB1)	(3) #3/0 + (1) #6 G
2	ENCLOSURE W/ CIRCUIT BREAKER (ECB1)	SERVICE DISCONNECT (SD1)	(3) #4 AWG + (1) #6 G
3	SERVICE DISCONNECT (SD1)	LIGHTNING ARRESTOR (LA1)	(3) #4 AWG + (1) #6 G
4	ENCLOSURE W/ CIRCUIT BREAKER (ECB1)	AUTOMATIC TRANSFER SWITCH	(3) #3/0 + (1) #6 G
5	AUTOMATIC TRANSFER SWITCH	SERVICE DISCONNECT (SD2)	(3) #3/0 + (1) #6 G
6	SERVICE DISCONNECT (SD2)	GENERATOR	(3) #3/0 + (1) #4 G
7	AUTOMATIC TRANSFER SWITCH	MANUAL TRANSFER SWITCH	(3) #3/0 + (1) #6 G
8	MANUAL TRANSFER SWITCH	GENERATOR RECEPTACLE	(3) #3/0 + (1) #20 G
9	MANUAL TRANSFER SWITCH	LOAD CENTER "UTILITY PP1"	(3) #3/0 + (1) #6 G
10	LOAD CENTER "UTILITY PP1"	LIGHTNING ARRESTOR (LA2)	(3) #4 AWG + (1) #6 G
11	LOAD CENTER "UTILITY PP1"	GENERATOR JACKET HEATER	(2) #12 AWG + (1) #6 G
12	LOAD CENTER "UTILITY PP1"	GENERATOR BATTERY CHARGER	(2) #12 AWG + (1) #6 G
13	LOAD CENTER "UTILITY PP1"	EXTERNAL BYPASS	(3) #1 AWG + (1) #6 G
14	EXTERNAL BYPASS	LOAD CENTER "TECH PP2"	(3) #1 AWG + (1) #6 G
15	EXTERNAL BYPASS	UNINTERRUPTED POWER SYSTEM (UPS1)	(3) #1 AWG + (1) #6 G
16	EXTERNAL BYPASS	ENCLOSURE W/ CIRCUIT BREAKER (ECB2)	(5) #1 AWG + (1) #6 G
17	ENCLOSURE W/ CIRCUIT BREAKER (ECB2)	UNINTERRUPTED POWER SYSTEM (UPS1)	(3) #1 AWG + (1) #6 G
18	METER / LOAD CENTER (NEUTRAL & GROUND BOND)	SERVICE ENTRANCE GROUND ROD (BONDED TO SHELTER GROUND RING)	#2 AWG BTSC
19	GENERATOR	GROUND RING	#2 AWG BTSC
20	INTERNAL EQUIPMENT	ISOLATED PHASE GROUND RING	#6 AWG GREEN

- NOTES:**
- ONE-LINE DIAGRAM & WIRE SIZING PER VFP, INC. SHELTER DRAWING NO. 203953.
 - ALL EQUIPMENT INSIDE SHELTER IS PRE-INSTALLED AND WIRED BY VFP, INC. CONTACT VFP, INC. ENGINEER OF RECORD IF THERE ARE ANY DISCREPANCIES.
 - SERVICE ENTRANCE RATED TRANSFER SWITCH MUST HAVE GROUND BOND BETWEEN NEUTRAL AND GROUND, AND BE CODE COMPLIANT CONTAINING UNDERWRITERS LABORATORIES UL-891 AND UL-1008 LABELS, AND MEET NEC AND LOCAL CODES.
 - GENERATOR RECEPTACLE: PROVIDE WARNING SIGN TO BE PLACED BY THE GENERATOR INLET THAT STATES: "WARNING: FOR CONNECTION OF A NONSEPARATELY DERIVED (FLOATING NEUTRAL) SYSTEM ONLY." DO NOT BOND NEUTRAL TO GROUND IN GENERATOR.
 - REFER TO VFP, INC. SHELTER DRAWINGS NO. 209953 FOR ALL ALARM CABLE SCHEMATICS AND CONNECTION DETAILS.
 - LOAD IS NOT TO EXCEED 200A. ELECTRICAL CONTRACTOR TO VERIFY LOAD, IF LOAD DOES EXCEED 200A, CONTRACTOR TO CONTACT VFP, INC. ENGINEER OF RECORD.
 - ALL EXTERIOR ENCLOSURES TO BE NEMA 3 RATED.
 - ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE.
 - ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR A NORTH CAROLINA APPROVED THIRD PARTY TESTING AGENCY.
 - SUBCONTRACTOR TO LEAVE EXTRA PULL TAPE FOR FUTURE CABLE INSTALL BY OTHERS.
 - SEE SHEETS E-3.1 & E-3.2 FOR PANEL SCHEDULES.
 - SEE SHEET E-2 FOR ROUTES.

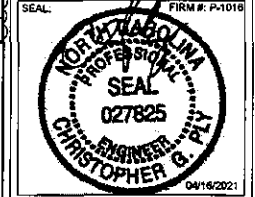
CIRCUIT SCHEDULE & NOTES
N.T.S.

PREPARED BY:

3227 WELLINGTON COURT
RALEIGH, NC 27615
o 919-782-2710, f 919-435-0631
www.engineer-towersolutions.com



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-20899-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420, -76.022000

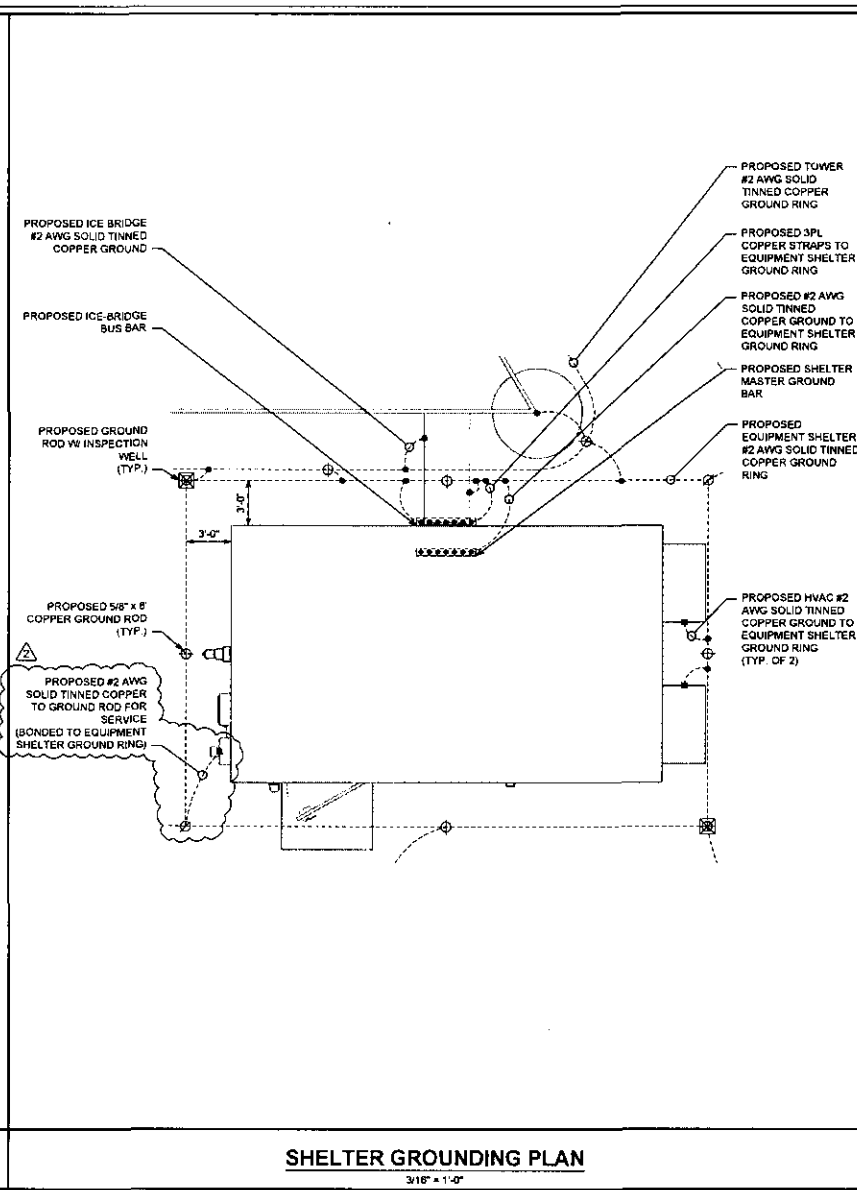
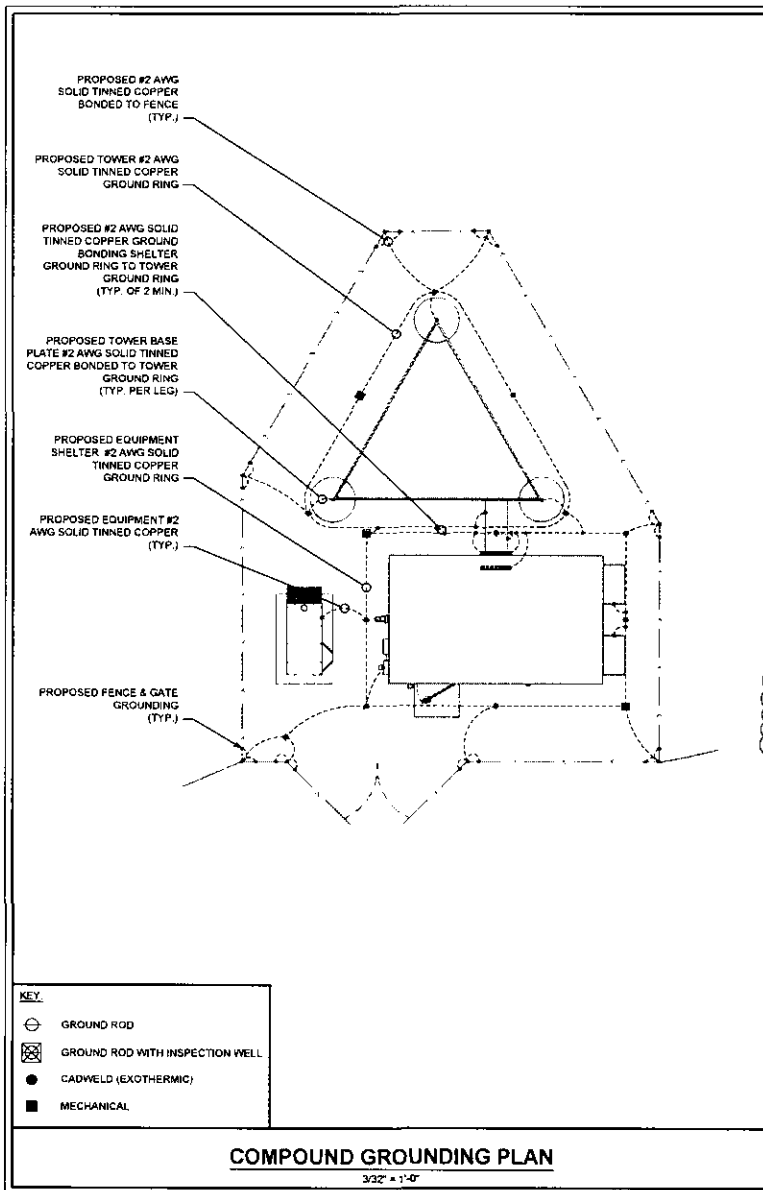


REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/28/2021	CLIENT COMMENTS
2	02/18/2021	CLIENT COMMENTS
3	03/18/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
5		
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SHEET TITLE:
ONE-LINE DIAGRAM

SHEET # **E-4** CURRENT REV # 4
ETS # 204655 AE.02




PREPARED BY:



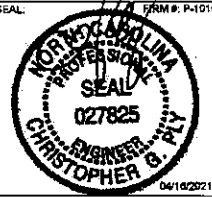
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PREPARED FOR:



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22889-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420, -81.002800

SEAL: FIRM # P-1018



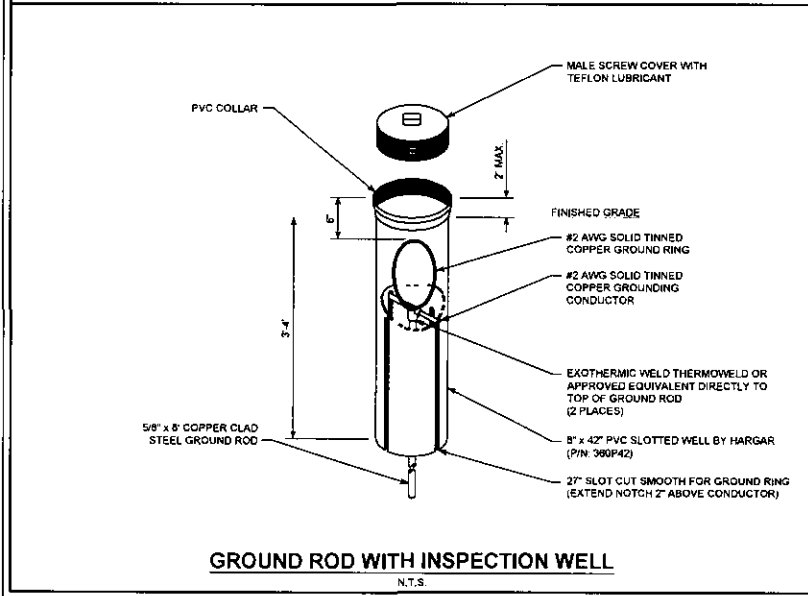
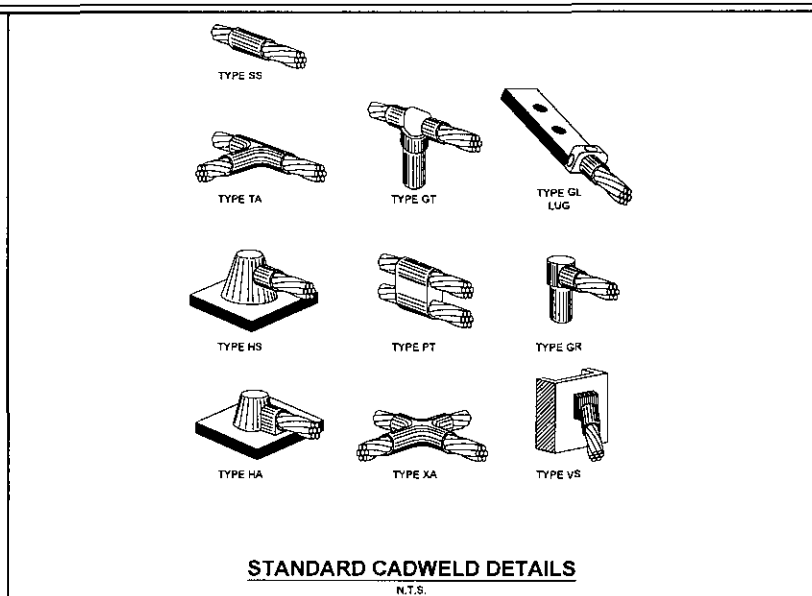
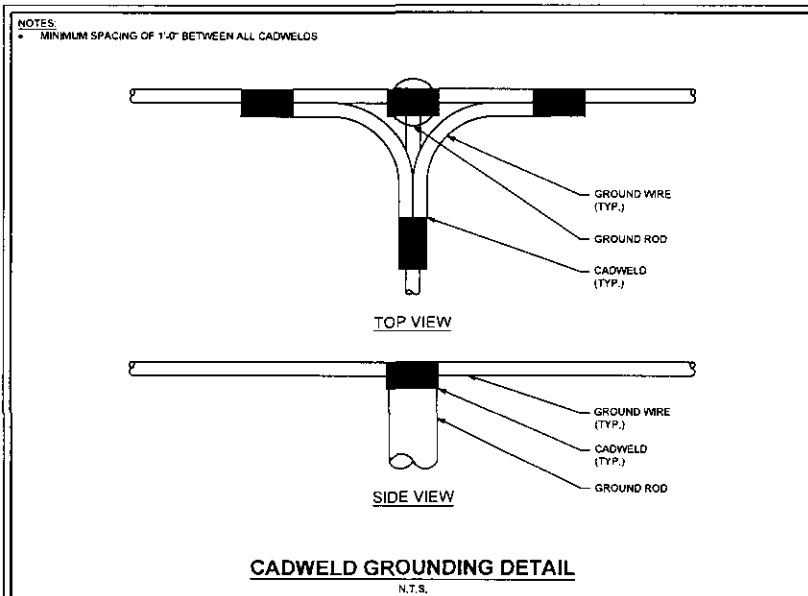
027825
ENGINEER
CHRISTOPHER B. PLY

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/28/2021	CLIENT COMMENTS
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5		
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DRAWN BY: AD | CHECKED BY: AD

SHEET TITLE:
GROUNDING PLANS

SHEET # **G-1** | CURRENT REV # 4
ETS # 204855.AE.02



- GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 AWG SOLID TINNED BARE WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 30 INCHES BELOW FINISHED GRADE OR BELOW FROST LINE, WHICHEVER IS GREATER. GROUNDING ELECTRODES SHALL BE INSTALLED A MINIMUM SPACING OF 18'-0"
- BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30
- CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER WHEN THE GROUNDING SYSTEM IS COMPLETE. THE CONSTRUCTION MANAGER SHALL INSPECT THE GROUNDING SYSTEM PRIOR TO BACKFILLING.
- GROUND RINGS SHALL BE INSTALLED IN DIRECT CONTACT WITH THE EARTH AT A DEPTH OF 30 INCHES BELOW THE EARTH'S SURFACE WHEREVER POSSIBLE, OR BELOW THE FROST LINE, WHICHEVER IS DEEPER (ANSI T1.334-2002, SECTION 5.3.1 AND NFPA 70-2005, ARTICLE 250.53)
 - BUILDING GROUND RINGS SHALL BE INSTALLED AT LEAST 3 FEET FROM THE BUILDING FOUNDATION AND SHOULD BE INSTALLED BEYOND THE DRIP LINE OF THE ROOF. IT IS RECOMMENDED THAT THE BUILDING GROUND RING AND GROUND RODS BE POSITIONED 2 FEET TO 6 FEET OUTSIDE OF THE DRIP LINE OF THE BUILDING OR STRUCTURE TO ENSURE THAT PRECIPITATION WETS THE EARTH AROUND THE GROUND RING AND RODS (ML-HDBK-419A AND MIL-STD-188-1246)
 - TOWER GROUND RINGS SHALL BE INSTALLED AT LEAST 2 FEET FROM THE TOWER FOUNDATION (ANSI T1.334-2002, SECTION 5.3.1)
- BOND PPC AND EQUIPMENT ENCLOSURES TO BURIED GROUNDING CONDUCTOR. USE A NEMA DRILLED TWO-HOLE CONNECTOR FOR BONDS TO EQUIPMENT ENCLOSURES; USE AN APPROVED CONDUIT CLAMP FOR CONNECTIONS TO SERVICE CONDUITS. EXOTHERMICALLY WELD CONNECTIONS TO GROUNDING CONDUCTOR.
- 5/8" x 8'-0" LONG GROUND ROD. SPACING BETWEEN RODS, AS SHOWN (NON-LINEAR), PROVIDE TEE TYPE EXOTHERMIC WELD TO BOND GROUND ROD TO BURIED GROUND RING. TYPICAL FOR ALL GROUND RODS SHOWN AROUND TOWER. SEE GROUND ROD INSPECTION SLEEVE DETAIL.
- BOND ALL EXTERIOR CONDUITS, PIPES AND CYLINDRICAL METALLIC OBJECTS WITH A PENN-UNION GT SERIES CLAMP, BLACKBURN GUV SERIES CLAMP OR A BURNBY GAT 3500BU SERIES CLAMP.
- BEFORE AND AFTER INSTALLATION IS COMPLETED IN CONFORMANCE WITH THESE DRAWINGS AND THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONFIRM THE IMPEDANCE (GROUND RESISTANCE) TO EARTH AND BETWEEN GROUNDING CIRCUITS. THE GROUNDING SYSTEM IS EXPECTED TO PROVIDE FOR A MAXIMUM EARTH RESISTANCE OF 5 OHMS. THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO ALL TESTING AND SHALL FURTHER NOTIFY THE OWNER IN THE EVENT THE EARTH RESISTANCE IS GREATER THAN 10 OHMS. USE 3 POINT FALL OF POTENTIAL METHOD.
- ALL GROUNDING CONNECTIONS SHALL BE MADE WITH CADWELDS U.N.O.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES. HAND DIG IN THIS VICINITY TO PROTECT FROM DAMAGE.
- ALL BENDS ON THE GROUND CONDUCTOR TO BE MADE WITH A MINIMUM 8" RADIUS. BENDS ARE NOT TO EXCEED 90° PER NFPA 790-2004, SECTION 4.9.5 AND ANSI T1.313-2005.
- GROUNDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING MOTOROLA R56 STANDARD PRACTICES (AS REQUIRED); (GENERAL CONTRACTOR SHALL CONFIRM LATEST STANDARDS)
 - SSE0 3.018.02.004 BONDING, GROUNDING AND TRANSIENT PROTECTION
 - SSE0 3.018.10.002 SITE RESISTANCE TO EARTH TESTING
 - REFER TO DETAILS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
- CONTRACTOR SHALL TEST EXISTING GROUND RING FOR TOWER BEFORE START OF AND AFTER COMPLETION OF CONSTRUCTION TO VERIFY LESS THAN 5 OHMS RESISTANCE.

PREPARED BY:

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 www.engineeringtower.com



SITE NAME:
AHO
 SITE NUMBER:
HP-1382
 PROJECT NUMBER:
 21-22889-01A
 SITE ADDRESS:
 1432 SAMPSON RD
 BOONE, NC 28607
 LATITUDE/LONGITUDE:
 36.154420 / -79.802800

SEAL FIRM # P-1010

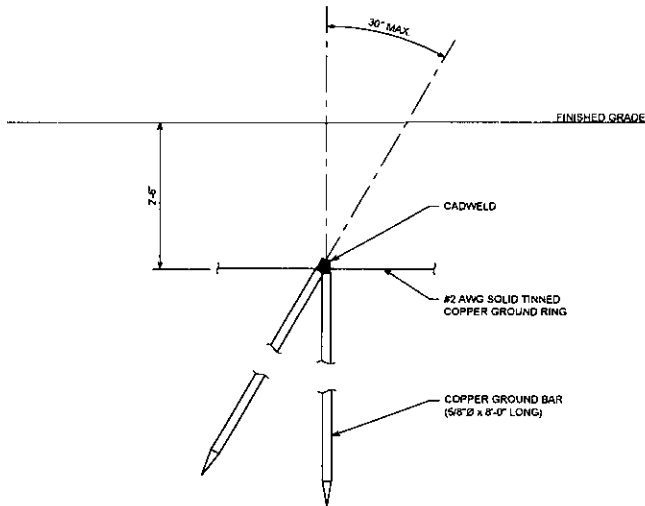
04/16/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/29/2021	CLIENT COMMENTS
2	02/19/2021	CLIENT COMMENTS
3	03/19/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
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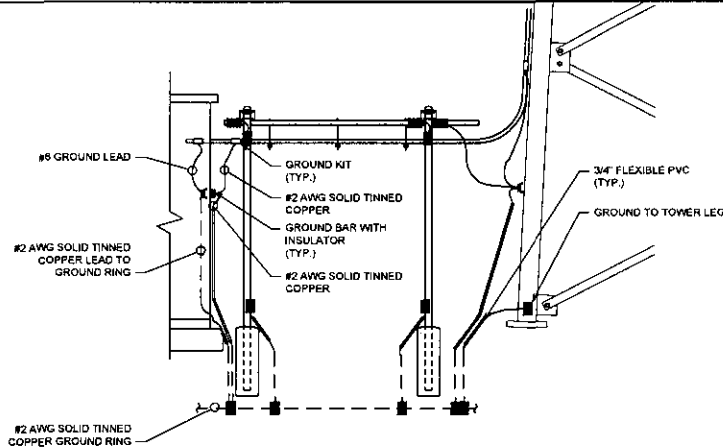
SHEET TITLE:
GROUNDING DETAILS I

SHEET # **G-2.1** CURRENT REV # 4
 ETS #: 204655,AE,02



COPPER-CLAD STEEL GROUND ROD

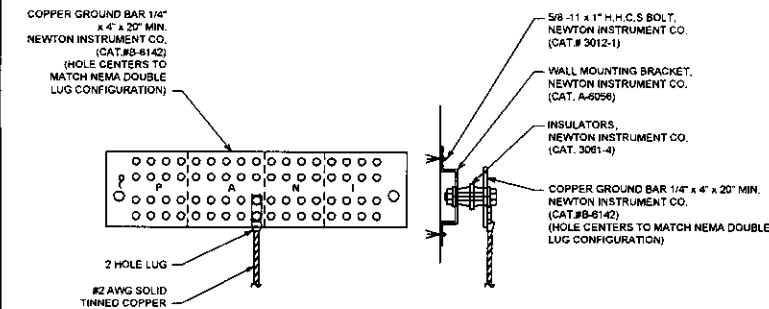
N.T.S.



ICE BRIDGE/COAX/GROUNDING BAR ELEVATION

N.T.S.

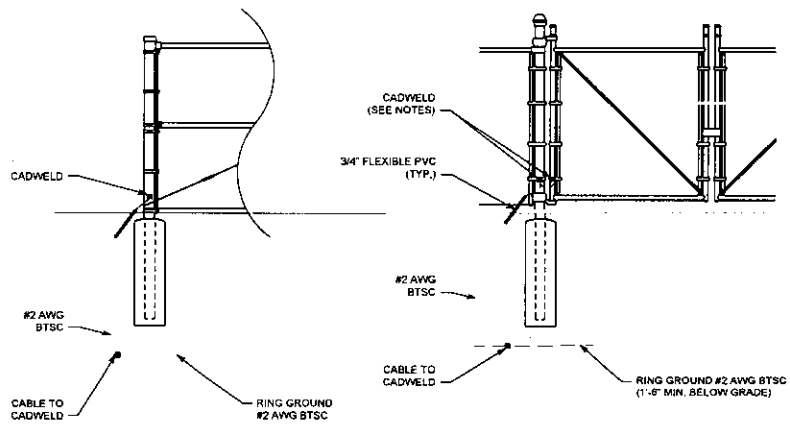
- NOTES:**
- COPPER BUS BAR (17 RUNS, 0.75", 0.815" OR 1" VARIABLE SPACING) WITH 2 HOLE LUG AND #2 AWG SOLID TINNED COPPER PIGTAIL
 - TWO HOLE LUGS SHALL BE USED
 - FOR MASTER GROUND BAR (INSIDE SHELTER), USE #2 AWG SOLID TINNED COPPER (GREEN) CONDUCTOR
 - ALL EXTERNAL GROUND BARS SHALL BE TINNED
 - PANI SCHEME ONLY APPLIES TO MASTER GROUND BAR



STANDARD GROUND BAR DETAIL

N.T.S.

- NOTES:**
- VERTICAL POSTS SHALL BE BONDED TO THE GROUND RING AT EACH CORNER AND AT EACH GATE POST. AT MINIMUM, ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 - FOOT STRAIGHT RUN OF FENCE.
 - THE #2 AWG BTSC FROM THE GROUND RING SHALL BE CADWELDED TO THE POST ABOVE GROUND.
 - GATE JUMPER SHALL BE #4/0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAIDED FLAT STRAP WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING
 - GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULL OPEN IN EITHER DIRECTION



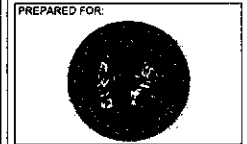
FENCE GROUNDING DETAILS

N.T.S.


PREPARED BY:



ETS
ENGINEERED TOWER SOLUTIONS, LLC
3277 WELLINGTON COURT
RALEIGH, NC 27615
e: 919-782-2710, f: 919-495-0931
www.engineeredtower.com



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22885-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420° / 80.2800°

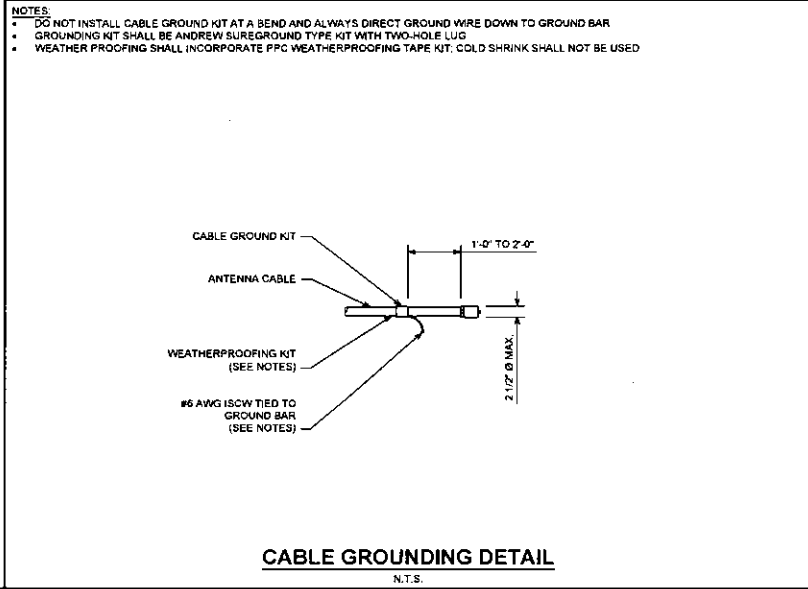
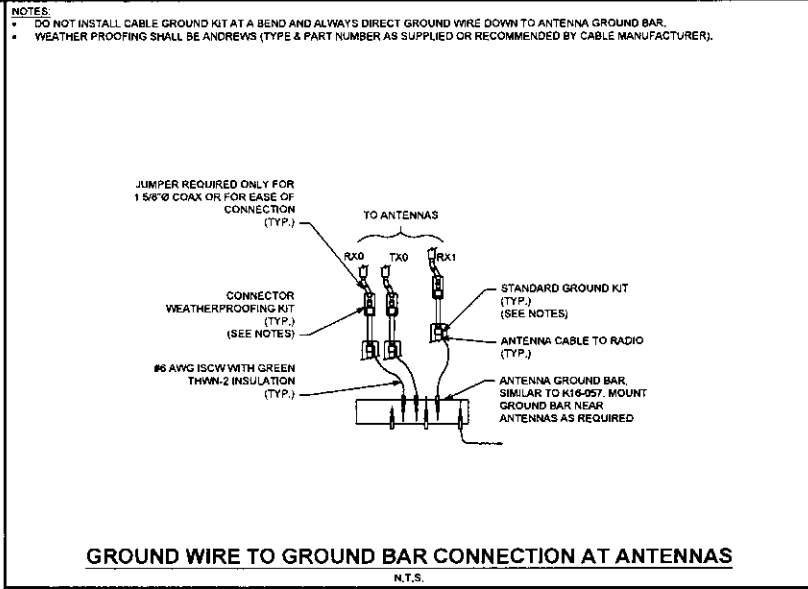
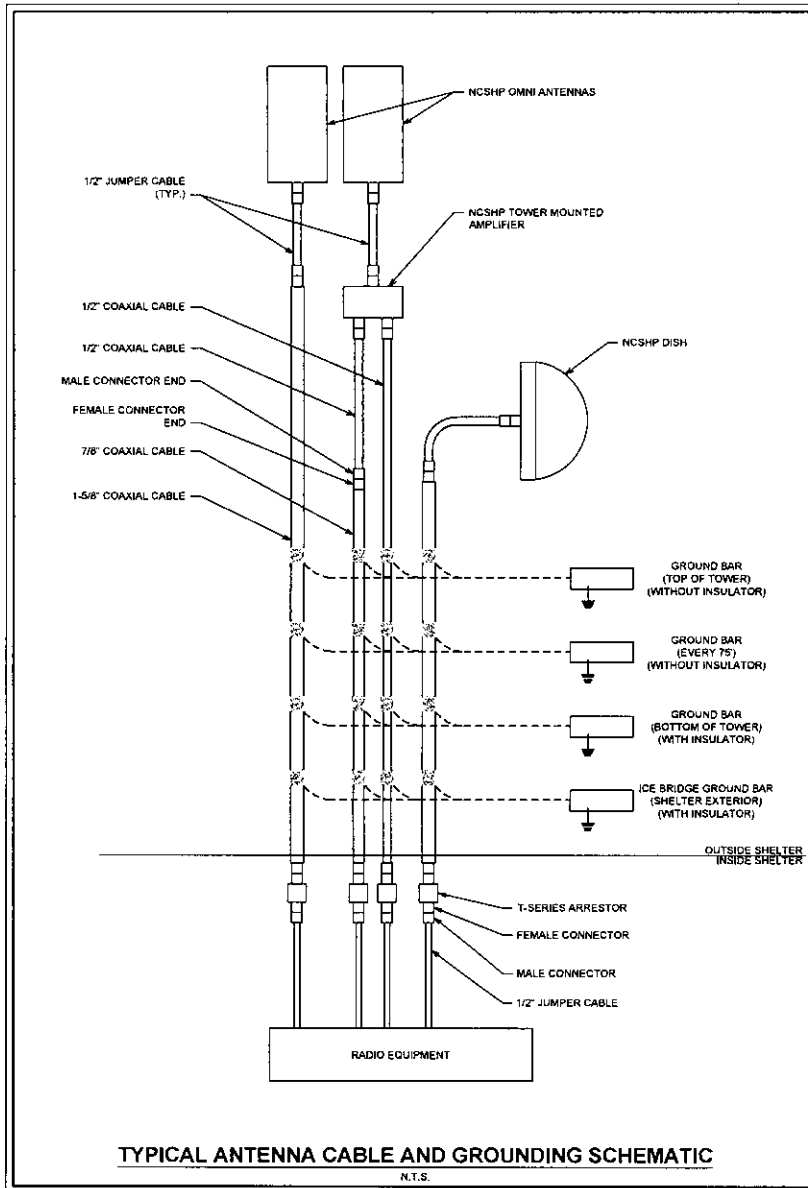
SEAL:  FIRM # P-1019

REV	DATE	DETAILS
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2	02/16/2021	CLIENT COMMENTS
3	03/18/2021	CLIENT COMMENTS
4	04/16/2021	CLIENT COMMENTS
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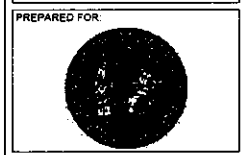
SHEET TITLE:
GROUNDING DETAILS II

SHEET # **G-2.2** CURRENT REV # 4
ETS # 204855.AE.02



PREPARED BY:

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ENGINEERED TOWER SOLUTIONS, ALLC
3227 WELLINGTON COURT
RALEIGH, NC 27615
o: 919-782-2710, f: 919-435-0931
www.engineeredtowersolutions.com



SITE NAME:
AHO
SITE NUMBER:
HP-1382
PROJECT NUMBER:
21-22869-01A
SITE ADDRESS:
1432 SAMPSON RD
BOONE, NC 28607
LATITUDE/LONGITUDE:
36.154420° / 79.902800°

SEAL: FIRM # P-1018

04/18/2021

REV	DATE	DETAILS
0	01/22/2021	CONSTRUCTION
1	01/28/2021	CLIENT COMMENTS
2	02/15/2021	CLIENT COMMENTS
3	03/19/2021	CLIENT COMMENTS
4	04/19/2021	CLIENT COMMENTS
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SHEET TITLE:
GROUNDING DETAILS III

SHEET # **G-2.3** CURRENT REV # 4
ETS # 204695, AE, DZ

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AGENDA ITEM 11:

EMERGENCY SERVICES MATTERS

B. Proposed Acceptance of Communications Grant on Behalf of NCEM

MANAGER'S COMMENTS:

Mr. Holt will request acceptance of the FY21 HSPG Grant as a subrecipient on behalf of North Carolina Emergency Management (NCEM) for improving the School Emergency Response Application (SERA) for use in all 100 Counties and the Eastern Band of the Cherokee Indians. The grant is in the amount of \$144,011.10 and will be executed by NCEM.

Board approval is required to accept the HSPG Grant as a subrecipient on behalf of North Carolina Emergency Management (NCEM) in the amount of \$144,011.10.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

February 7, 2022

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Acceptance of Communications Grant on behalf of NCEM

Board of Commissioners,

Please consider my request to accept the FY21 HSPG Grant as a subrecipient on behalf of North Carolina Emergency Management (NCEM) for improving the School Emergency Response Application (SERA) for use in all 100 Counties and the Eastern Band of the Cherokee Indians. This grant is in the amount of \$144,011.10 and will be executed by NCEM.

Respectfully,

Will Holt
ES Director

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2021

AL #: 97.067

Grant#: EMW-2021-SS-00039

SUBAWARD NOTIFICATION

Will Holt
Watauga County
184 Hodges Gap Rd
Boone , NC 28607-8736

Period of Performance: October 1, 2021 to February 28, 2024
Project Title: School Emergency Response Application (SERA)
Total Amount of Award: \$144,011.10
MOA #: 2140042

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2021 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

THIS AWARD IS SUBJECT TO FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY.



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2021

AL #: 97.067

Grant #: EMW-2021-SS-00039

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Watauga County
Tax ID/EIN #: 566001816-A
Duns #: 08-998-8216

MOA #: 2140042

Award amount: \$144,011.10

Period of performance:

October 1, 2021 to February 28, 2024

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (Pub. L. No. 116-260), (3) FY 2021 HSGP Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by Recipient (NCEM) on behalf of Subrecipient - Return of Funds

___ By initialing, Subrecipient requests that Recipient (NCEM on behalf of State of North Carolina) retains all funds awarded to Subrecipient under this grant. Subrecipient desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and

recovery capabilities. Subrecipient relieves itself from the requirements set forth in this MOA with respect to all funds returned to Recipient.

4. Assignment of Funds by Subrecipient to Designated Third Party (not NCEM)

___ By initialing, Subrecipient agrees to assign all funds awarded under this grant to a designated third party (an entity/organization other than NCEM). Subrecipient and designated third party agree to complete Appendix 6 to this MOA, which is to be signed by both parties, designating third party to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to third party.

5. Compensation

Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.

6. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Recipient/Subrecipient must:

- i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
- ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.
- iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- iv. Complete any procurement(s) and expenditures no later than February 28, 2024.
- v. Provide quarterly progress reports to NCEM Grant Managers (ncemgrants1@ncdps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- vi. Submit requests for reimbursement with all required documentation attached.

B. File Retention (see Attachment 5 "Required Subrecipient File Documentation"):

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Subrecipient as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

7. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 HSGP Application packet, incorporated by reference herein.

The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

8. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 HSGP NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

10. Responsibilities

Recipient:

- A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is October 1, 2021. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2024.
- D. Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Subrecipient shall expend FY 2021 HSGP Grant Program funds in accordance with the FY2021 HSGP NOFO, the grant application, and Subaward Notification.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title

VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants1@ncdps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 HSGP NOFO . Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Subrecipient payment of invoice may be denied.
- F. Complete the procurement(s) process not later than February 28, 2024.
- G. Provide quarterly progress reports to NCEM Grant Managers (ncemgrants1@ncdps.gov) using the grant Quarterly Report form (Attachment 2), by the following dates: January 15th, April 15th, July 15th and October 15th.
- H. Maintain a grant management filing system as required in this MOA (Attachment 5).
- I. Provide a list at project Closeout to NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTLTL) at <https://rtlt.preptoolkit.fema.gov/Public>.
- J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 HSGP NOFO and Subaward Notification, and [DHS Standard Terms and Conditions](#) (Attachment 4).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- L. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- M. Non-Supplanting Requirement. See paragraph 8 (Supplantation).
- N. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the [Authorized Equipment List \(AEL\)](#) for HSGP are eligible for purchases from this grant.
- P. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOA. Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.
- Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.
- Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.
- Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
 - R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.
 - S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.
 - T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations

where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- U. **Environmental Planning and Historic Preservation (EHP) Compliance.** Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- V. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

13. Warranty

As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance> .

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 15 below for audits.

15. Audit Requirements

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M .0205, a subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient's fiscal year end. Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.
- C. Make copies of the single audit available to the public.

16. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

17. Points of Contact

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

18. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

19. Contracting/Subcontracting

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 HSGP NOFO referenced herein.

20. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

21. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

22. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

23. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

24. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

25. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

26. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

27. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2024. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

28. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
 - iii. Equipment inventory records with photo documentation of labeling.
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports.
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and description.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

29. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of 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.
- B. 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

32. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit,

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

33. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

development, or operation of a system of records on behalf of the DHS.

34. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

35. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Buffaloe Jr., Secretary for the North Carolina Department of Public Safety.

36. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to February 28, 2024.

37. Statement of Assurances

Subrecipient must complete either [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Quarterly Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 [DHS Standard Terms and Conditions](#)
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

**N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**WATAUGA COUNTY
184 HODGES GAP RD
BOONE, NC 28607-8736**

BY: William C. Ray
**WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT**

BY: _____

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____

BY: William Polk
**WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
**EDDIE M. BUFFALOE JR., SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2021 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY EDDIE M. BUFFALOE JR., SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	North Carolina Emergency Management, Risk Management		
Street address	4105 Reedy Creek Rd.		
City	Raleigh, NC	ZIP + 4	27607-6467
Email	Chris.Koltyk@ncdps.gov		
EIN/Tax ID number	30-0712287		
DUNS number	078351786		
SAM registered	No	Expiration date	Click or tap to enter a date.
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Chris Koltyk		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Applying agency	The name of the agency applying for the grant.
Street address, City, ZIP + 4, Email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.
EIN/Tax ID number	The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
DUNS number	The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.
SAM registered	Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is https://www.sam.gov/ .
Expiration date	The expiration date of the SAM account.
Is the agency applying as a nonprofit with 501(c)(3) status?	See https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations .
Your name	The name of the individual completing this application.

Point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants.</i>			
Name	Chris Koltyk		
Agency	NC Emergency Management – Risk Management		
Title	Assistant Director NCEM		
Phone (work)	919-825-2310	Phone (mobile)	984-365-5838
Street address	4105 Reedy Creek Rd.		
City	Raleigh	ZIP + 4	NC 28607-6467
Email	Chris.Koltyk@ncdps.gov		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

Name The name of the program manager.

Email The email address of the program manager.

MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i>			
Name	Chris Koltyk		
Agency	NC Emergency Management – Risk Management		
Title	Assistant Director NCEM		
Street address (not PO Box)	4105 Reedy Creek Rd		
City	Raleigh	ZIP + 4	27607-6467
Email	Chris.koltyk@ncdps.gov		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Host local government (if project funds are being returned to the State)

Hosting county			
<i>This is the county that is agreeing to "turn back" awarded funds to the State.</i>			
Contact name	William Holt		
County	Watauga County Emergency Services		
Street address	184 Hodges Gap Road		
City	Boone	ZIP + 4	28607
Email	Will.holt@watgov.org		
EIN/Tax ID number	56-6001816		
DUNS number	089988216		
SAM registered	Yes	Expiration date	1/19/2022
MOA signatory name	William Holt	E-mail	Will.holt@watgov.org

Field help

- Contact name** The individual who signs the memorandum of agreement on behalf of the applicant.
- County** The hosting county
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Projects

Complete information for up to three projects.

Project # 1

Project information

General information					
<i>Enter information describing the project.</i>					
Title		Update NC's Risk database			
Description		Update North Carolina's School Risk Management Portal database to include more emergency action plans for new schools.			
Goal		To capture more than 51% of all schools in NC			
Classification		Local non-DPR	DPR number (if "DPR")	Choose an item.	
Does the project address a gap identified in THIRA?					Yes
Is the project deployable?					No
Is the project shareable?					Yes
Does the project contribute to the development or operation of the fusion center?					Yes
If this project supports a previously awarded investment enter the following:					
Year of award	2019	Project name	SERA update and maintenance	Award amount	\$160,000
Construction/renovation required		No			
Structural attachment required		No			
Core capabilities addressed					
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>					
Primary		Intelligence and Information Sharing			
Secondary		Planning			
Capabilities building		Build (increase current capabilities)			
Project timeline milestones					
<i>List the major project events and their completion dates.</i>					
Milestone		Completion Date			
Have staff manually review and digitize missing and new schools, colleges and universities. This position will be responsible for converting PDF images of floorplans that we get from school systems and universities.		3/2022			
Manually compare the SERA/SRMP building footprints to the Risk database building footprints and reconcile the differences. This employee will also help existing staff train the trainers on how to use the SRMP application. This includes teaching homeland security, the fusion center and DPI school safety staff on how to train school administrators.		6/2022			
Train the NC Fusion center and at least ten 911 dispatch call centers on how to use the SERA tool to find emergency action plans.		9/2022			
Click or tap here to enter text.		Click or tap to enter a date.			
Click or tap here to enter text.		Click or tap to enter a date.			
Click or tap here to enter text.		Click or tap to enter a date.			

Field help

Title	The name of the project. The title can be a maximum of 30 characters.
Description	<p>A detailed description of the project in terms of the activity areas being addressed:</p> <p><i>Planning</i> A description of the planning activity.</p> <p><i>Equipment</i> A general description of how the equipment will be used.</p> <p><i>Training</i> The course number and title of each course.</p> <p><i>Exercises</i> The name, location, and scope of each exercise.</p> <p>Also, include details of:</p> <ul style="list-style-type: none"> • Any construction/renovation or structural attachments required. • Any joint or regional aspects. • Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning. • Contribution to the operation of the fusion center (if any) • Project management.
Goal	How the project supports saving life and protecting property.
Classification	<p>A selection of State, Local DPR, and Local non-DPR.</p> <p><i>State</i> Developed and managed by state agencies</p> <p><i>DPR</i> Developed and managed by local agencies</p> <p><i>Local non-DPR</i> Developed by state agencies in coordination with local agencies for training, exercises, and local or regional response capabilities.</p>
DPR number	The DPR number where the project is located.
Is project deployable?	The project can be deployed to other jurisdictions.
Is project shareable?	The asset cannot be moved, but can be shared with other jurisdictions.
Construction/renovation required	The project requires either new construction or renovation, retrofitting, or modification of existing structures.
Structural attachment required	The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.
Primary	Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Secondary	Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Capabilities building	Select whether the Primary and Secondary capabilities are new (build) or existing (sustain).
Milestone	Steps that help structure the project's schedule.
Completion date	Month and year when the corresponding milestone is expected to be completed.

Budget

Planning/Training/Exercise costs						
<i>For each cost item select an activity area and then a description and the amount.</i>						
Activity area	Description					Cost
Planning	Have a contractor, temporary employee or current staff member manually review and digitize missing and new schools, colleges and universities. This position will be responsible for converting PDF images of floorplans that we get from school systems and universities.					\$40,011.10
Planning	Have a temporary employee, contractor or existing staff to manually compare the SERA/SRMP building footprints to the Risk database building footprints and reconcile the differences. This employee will also help existing staff train the trainers on how to use the SRMP application. This includes teaching homeland security and DPI school safety staff on how to train school administrators.					\$100,000
Training	Train the NC Fusion center and 911 dispatch to use the SERA tool to view emergency action plans.					\$4,000
Choose an item.	Click or tap here to enter text.					Enter cost.
Choose an item.	Click or tap here to enter text.					Enter cost.
Choose an item.	Click or tap here to enter text.					Enter cost.
Choose an item.	Click or tap here to enter text.					Enter cost.
Choose an item.	Click or tap here to enter text.					Enter cost.
Choose an item.	Click or tap here to enter text.					Enter cost.
Equipment costs						
<i>Enter equipment items and their costs into the table and then enter the total of the costs in the field below.</i>						
Description	AEL #	Quantity	Item cost	Extended cost	Shipping/handling	Total cost
Two computer workstations and monitors for temporary employees	04HW-01-INHW	2	\$1,000	\$2,000		\$2,000
Click or tap here to enter text.						Enter cost.
Click or tap here to enter text.						Enter cost.
Click or tap here to enter text.						Enter cost.
Funding summary						
<i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i>						
Activity area	Funding amount			Funds dedicated to LETP		
Planning	\$142,011.10			Enter amount.		
Equipment	\$2,000.00			Enter amount.		
Training	Enter amount.			Enter amount.		
Exercise	Enter amount.			Enter amount.		
Total funding	\$144,011.10			Enter total.		

Field help

Activity area

A selection of either Planning, Training, or Exercise. Reimbursement for equipment requires purchase pre-approval from NCEM Grants Branch.

Description

A description of the cost item.

Cost

The cost of the item.

AEL #

Equipment must be AEL-listed (<https://www.fema.gov/authorized-equipment-list>).

Funding amount Grant amount applied to the cost item.
Funds dedicated to LETP Funding amount spent on Law Enforcement Terrorism Prevention (LETP).
Total funding Funding totals.

[Additional information \(if needed\)](#)

Add any information not accommodated by the application form here.

Project information

Enter additional project information in the space below.

North Carolina Emergency Management hosts two web-based applications relating to school safety and community resilience. The first application, “SRMP,” is the School Risk Management Portal. This tool walks K-12 schools, community colleges and four-year universities through the process of creating emergency response and risk management plans. The second tool, “SERA,” is the State Emergency Response Application. This tool allows first responders including law enforcement, fire & rescue, emergency managers, emergency medical services, 911 dispatch and the Fusion Center to see the schools’ emergency response plans. In addition to the written plans the SERA application allows first responders to see detailed maps of the school facilities including building footprints, floor plans and other important assets.

North Carolina is one of the fastest growing states and dozens of schools are being built or significantly remodeled every month. Every time a school is completed the floor plans need to be created in SRMP before schools can start on their plans. While we commonly get PDF images of the floorplans, it is time-consuming to convert the PDF to a GIS format that can be loaded into the SRMP database. It also takes significant time to clean and create assets, like main entrances, side doors, helicopter landing zones and more.

Project # 2

Enter requested information in the sections listed below.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Click or tap here to enter text.		
Description			
Goal	Click or tap here to enter text.		
Classification	Choose an item.	DPR number (if "DPR")	Choose an item.
Is project deployable?			Choose an item.
Is project shareable?			Choose an item.
Does the project contribute to the development or operation of the fusion center?			Choose an item.
Does this project support a previously awarded investment?			Choose an item.
Construction/renovation required	Choose an item.		
Structural attachment required	Choose an item.		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Choose an item.		
Secondary	Choose an item.		
Capabilities building	Choose an item.		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project in terms of the activity areas being addressed:
Planning A description of the planning activity.
Equipment A general description of how the equipment will be used.
Training The course number and title of each course.
Exercises The name, location, and scope of each exercise.

Also, include details of:

- Any construction/renovation or structural attachments required.
- Any joint or regional aspects.
- Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.
- Contribution to the operation of the fusion center (if any)
- Project management.

Goal	How the project supports saving life and protecting property.
Classification	A selection of State, Local DPR, and Local non-DPR. <i>State</i> Developed and managed by state agencies <i>Local DPR</i> Developed and managed by local agencies <i>Local non-DPR</i> Developed by state agencies in coordination with local agencies for training, exercises, and local or regional response capabilities.
DPR number	The DPR number where the project is located.
Is project deployable?	The project can be deployed to other jurisdictions.
Is project shareable?	The asset cannot be moved, but can be shared with other jurisdictions.
Construction/renovation required	The project requires either new construction or renovation, retrofitting, or modification of existing structures.
Structural attachment required	The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.
Primary	Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Secondary	Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.
Capabilities building	Select whether the Primary and Secondary capabilities are new (build) or existing (sustain).
Milestone	Steps that help structure the project’s schedule.
Completion date	Month and year when the corresponding milestone is expected to be completed.

Budget

Planning/Training/Exercise costs							
<i>For each cost item select an activity area and then a description and the amount.</i>							
Activity area	Description						Cost
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Choose an item.	Click or tap here to enter text.						Enter cost.
Equipment costs							
<i>Enter equipment items and their costs into the table and then enter the total of the costs in the field below.</i>							
Description	AEL #	Quantity	Item cost	Extended cost	Tax	Shipping/handling	Total cost
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.

Project # 3

Enter requested information in the sections listed below.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Click or tap here to enter text.		
Description			
Goal	Click or tap here to enter text.		
Classification	Choose an item.	DPR number (if "DPR")	Choose an item.
Shareability	Choose an item.		
Does the project contribute to the development or operation of the fusion center?			Choose an item.
Does this project support a previously awarded investment?			Choose an item.
Construction/renovation required	Choose an item.		
Structural attachment required	Choose an item.		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Choose an item.		
Secondary	Choose an item.		
Capabilities building	Choose an item.		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project in terms of the activity areas being addressed:

Planning A description of the planning activity.

Equipment A general description of how the equipment will be used.

Training The course number and title of each course.

Exercises The name, location, and scope of each exercise.

Also, include details of:

- Any construction/renovation or structural attachments required.
- Any joint or regional aspects.

- Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.
- Contribution to the operation of the fusion center (if any)
- Project management.

Goal	How the project supports saving life and protecting property.						
Classification	A selection of State, Local DPR, and Local non-DPR.						
	<table border="0"> <tr> <td><i>State</i></td> <td>Developed and managed by state agencies</td> </tr> <tr> <td><i>Local DPR</i></td> <td>Developed and managed by local agencies</td> </tr> <tr> <td><i>Local non-DPR</i></td> <td>Developed by state agencies in coordination with local agencies for training, exercises, and local or regional response capabilities.</td> </tr> </table>	<i>State</i>	Developed and managed by state agencies	<i>Local DPR</i>	Developed and managed by local agencies	<i>Local non-DPR</i>	Developed by state agencies in coordination with local agencies for training, exercises, and local or regional response capabilities.
<i>State</i>	Developed and managed by state agencies						
<i>Local DPR</i>	Developed and managed by local agencies						
<i>Local non-DPR</i>	Developed by state agencies in coordination with local agencies for training, exercises, and local or regional response capabilities.						
DPR number	The DPR number where the project is located.						
Is project deployable?	The project can be deployed to other jurisdictions.						
Is project shareable?	The asset cannot be moved, but can be shared with other jurisdictions.						
Construction/renovation required	The project requires either new construction or renovation, retrofitting, or modification of existing structures.						
Structural attachment required	The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.						
Primary	Select the capability that best aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.						
Secondary	Select a capability that aligns with this project. See https://www.fema.gov/core-capabilities for core capability descriptions.						
Capabilities building	Select whether the Primary and Secondary capabilities are new (build) or existing (sustain).						
Milestone	Steps that help structure the project’s schedule.						
Completion date	Month and year when the corresponding milestone is expected to be completed.						

Budget

Planning/Training/Exercise costs		
For each cost item select an activity area and then a description and the amount.		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Additional information (if needed)

Add any information not accommodated by the application form here.

<p>Project information Enter additional project information in the space below.</p>

Certification

<p>Certification Review each certification item and check where appropriate.</p>	
<p>I certify that:</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager and an updated application must be submitted. <input checked="" type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application.

Attachment 2

Quarterly Progress Report

FY 2021 HSGP

Subrecipient: NC Emergency Management

MOA #: 2140042

Grant award amount: \$ 144,011.10

<i>Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.</i>		
Quarter	<input type="checkbox"/> October – December (due January 15) <input type="checkbox"/> January – March (due April 15) <input type="checkbox"/> April – June (due July 15) <input type="checkbox"/> July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to ncemgrants1@ncdps.gov.

Attachment 3

Attachment 3 - EXAMPLE

Grant-Funded Typed Resource Report

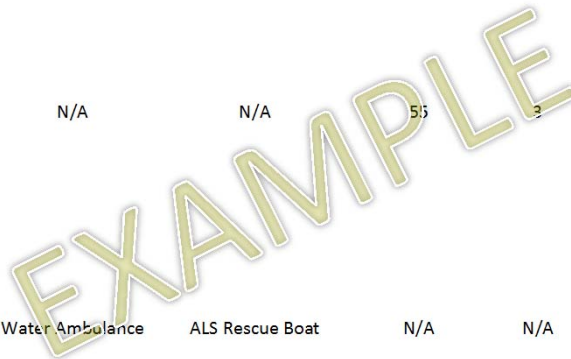
021522 BCC Meeting

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.



Attachment 4

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

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buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969](#), (*NEPA*) [Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

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- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

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4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term:

- a. *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

2021 DHS Standard Terms and Conditions

- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2021 DHS Standard Terms and Conditions

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions.

For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

2021 DHS Standard Terms and Conditions

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

1. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
2. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
3. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A federal agency.
4. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from the recipient under this award; and
 - b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

2021 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 6



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: April 12, 2021

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)

Any other wireless device outlined in the FEMA “Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)” dated August 3, 2020 (attached) and effective August 13, 2020. https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make

MAILING ADDRESS:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov/ncem



An Equal Opportunity Employer

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607
Telephone: (919) 825-2500

sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached “*List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities.*”**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant’s manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact me at 919-618-0536 or greg.hauser@ncdps.gov .

Attachment 7

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Appointment of Finance Director

MANAGER'S COMMENTS:

Per the County's Other Post-Employment Benefits Agreement and North Carolina General Statutes, Ms. Watson needs to be officially appointed as the County's Finance Director which serves as the Trustee for the agreement. Ms. Watson's date of hire was June 2018.

Board action is required to officially appoint Ms. Watson as Finance Director effective June 2018.

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

MANAGER'S COMMENTS:

The Annual Pre-Budget Retreat is scheduled for Thursday, February 17, 2022, beginning at 12:00 P.M. and Friday, February 18, 2022, beginning at 9:00 A.M.

Budget Work Sessions are scheduled for Thursday, May 12, 2022, beginning at 12:00 noon and Friday, May 13, 2022, beginning at 9:00 A.M.

AGENDA ITEM 13:

PUBLIC COMMENT

AGENDA ITEM 14:

BREAK

AGENDA ITEM 15:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Personnel Matters – G. S. 143-318.11(a)(6)

AGENDA ITEM 16:

POSSIBLE ACTION AFTER CLOSED SESSION