



*“A Dream Worth Dreaming”*

**MAYOR**  
JAMES E. BLAKE

**COMMISSIONERS**  
JERRY SMITH, MAYOR PRO-TEM  
GENE ANDERSON  
JOHN BEARD  
KAY CAGLE KINCH

**TOWN MANAGER**  
BRANDON W. HOLLAND

**TOWN CLERK**  
LAURA B. MORTON

## **TOWN OF BISCOE BOARD OF COMMISSIONERS MEETING AGENDA**

**October 8, 2018 at 7:00 p.m.**

1. Call to Order *Mayor Blake*  
Pledge of Allegiance & Moment of Silence
  
2. Conflict of Interest Statement  
*“In keeping with the Conflict of Interest Laws outlined in Chapter 138A of the North Carolina Board of Ethics, any conflicts of interest or appearance of conflict with matters coming before the Board of Commissioners should be declared.” “Having received our agenda for this evening’s meeting, are there any conflicts of interest to be announced? If so please, state them at this time.”*
  
3. Consent Agenda *Mayor Blake*
  - a) Approval of the Agenda
  - b) Approval of September 10, 2018 Regular Meeting Minutes
  - c) Approval of Monthly Financial Report (to be provided at the meeting)
  
4. Hugh Martin Property – 214 Hunsucker Street *Manager Holland*
  
5. Amend the Holiday Schedule -- Veterans’ Day Holiday and November Meeting
  
6. Informational Items *Manager Holland*
  - a) NC Department of Transportation Beautification Project
  - b) Fire Department Christmas Party – December 3<sup>rd</sup>
  - c) Veterans’ Day Holiday and November Meeting
  - d) Veterans’ Parade
  
7. Mayor’s Minutes - Commissioner Reports - Staff Reports
8. Public Comment
9. Adjournment



**TOWN OF BISCOE**  
**BOARD OF COMMISSIONERS MEETING**  
**September 10, 2018**

The Biscoe Town Board of Commissioners met in a regular session on Monday, September 10, 2018 at 7:00 pm in the Municipal Building. Present were: Mayor Pro-Tem Jerry Smith, Commissioners Gene Anderson, Kay Cagle Kinch, and John Beard. Mayor Jimmy Blake was out of town. (James Cagle, Jr. "Jimmy" Cagle's seat is vacant due to his death on December 30, 2017).

Members of Management Present: Town Manager Brandon Holland, Town Clerk Laura Morton, Public Works Director Sam Stewart; Police Chief Brent Tedder and Town Management Intern Cadeala Troublefield

**Call to Order/Pledge of Allegiance**

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Mayor Pro-Tem Jerry Smith called the meeting to order at 7:00 pm. The Pledge of Allegiance to the American Flag was recited and a moment of silence was observed.

**Conflict of Interest Statement**

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"In keeping with the Conflict of Interest Laws outlined in Chapter 138A of the North Carolina Board of Ethics, any conflicts of interest or appearance of conflict with matters coming before the Board of Commissioners should be declared," "Having received our agenda for this evening's meeting, are there any conflicts of interest to be announced? If so, please, state them at this time."

**Approval of the Consent Agenda**

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A motion was made by Commissioner Anderson, seconded by Commissioner Kinch and so the motion carried unanimously to approve consent agenda items:

- a) Approval of the Agenda (Board added September 2018 Monthly Financial Report & AIA Resolution request to apply for an AIA Grant)
- b) Schedule Halloween in the Park Event for October 31<sup>st</sup>
- c) Approval of August 13, 2018 Regular Meeting Minutes
- d) September 2018 Monthly Financial Report

*AYES: 4; NAYS: 0*

**Request for Approval of CDBG Infrastructure Grant Plans**

Bill Lester, with LKC Engineering presented the following Plans for approval for the CDBG Infrastructure Grant the town received Equal Opportunity Plan; Procurement Plan; Section 3 Plan; Section 504 Grievance Plan; Section 504 Grievance Plan appointment Brandon Holland as Section 504 Compliance Officer; Residential Anti-Displacement and Relocation Assistance Plan; Citizen Participation Plan; Excessive Force Provision; Floodplain Certification with Floodplain Map; and Language Access Plan.

A motion was made by Commissioner Anderson, seconded by Commissioner Kinch and so the motion carried unanimously to approve the following plans as presented:

AYES: 4; NAYS: 0

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**TOWN OF BISCOE**

110 West Main Street, Biscoe, NC 27209

September 10, 2018 through September 10, 2021

The Governing Body of the **Town of Biscoe** hereby designates **Brandon Holland, Town Manager (Officer)**, to serve as Section 504 Compliance Officer throughout the implementation of the **Town of Biscoe's** Community Development Block Grant Program.

Citizens with Section 504 grievance may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to: **Town of Biscoe, 110 West Main Street, Biscoe, NC 27209; Phone: 910-428-4112**. The **Town of Biscoe** will respond to all written citizen grievances within ten (15) days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any actions prohibited under Section 504, a meeting with the Compliance Officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure CDBG-I Unit:

Mailing Address - 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633

NCDEQ will respond only to written comment within ten (10) calendar days of the receipt of the comment.

This information is available in Spanish or any other language upon request. Please contact **Brandon Holland** at **910-428-4112** or at **110 West Main Street, Biscoe, NC 27209** for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con **Brandon Holland** al **910-428-4112** o en **110 West Main Street, Biscoe, NC 27209** de alojamiento para esta solicitud.



Adopted this the 10th day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

TOWN OF BISCOE

RESOLUTION APPROVING COMPLIANCE PLANS  
FY2017 CDBG INFRASTRUCTURE

“Sanitary Sewer System Rehabilitation Project”

WHEREAS, the Town of Biscoe wishes to carry out its FY2017 CDBG Infrastructure Program in accordance with established state and federal administrative guidelines.

NOW THEREFORE, the Town of Biscoe Board of Commissioners hereby collectively adopts the following Compliance Plans and resolves that the attached documents be executed and utilized during the administration of the FY2017 CDBG Infrastructure Grant Program:

- Equal Employment Plan
- Procurement Standards Policy and Plan
- Section 3 Plan
- Section 504 Compliance Officer/Grievance Plan
- Section 504 Grievance Plan appointing Brandon Holland as Compliance Officer
- Residential Anti-Displacement and Relocation Assistance Plan
- Citizen Participation Plan
- Excessive Force Provision
- Floodplain Certification with Floodplain Map
- Language Access Plan

ADOPTED, this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(Seal)

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**Town of Biscoe**

**110 West Main Street, Biscoe, NC 27209**

September 10, 2018 through September 10, 2021

The **Town of Biscoe** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Americans with Disabilities Act (ADA) and by United States Department of Housing and Urban Development regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794).

Section 504 states, in part, that "no otherwise qualified individual with a disability ... shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Complaints should be addressed to: **Brandon Holland, Town Manager, 110 West Main Street, Biscoe, NC 27209; PH: 910-428-4112; [manager@townofbiscoe.com](mailto:manager@townofbiscoe.com)** who has been designated to coordinate Section 504/ADA compliance efforts.

1. A complaint should be filed in writing or verbally (alternate methods of communication such as personal interview, tape recording, Braille, etc. are acceptable), contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within **ten (10) days** after the complainant becomes aware of the alleged violation. (Processing allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, will follow a filing of a complaint. The investigation will be conducted by **Brandon Holland, Town Manager of the Town of Biscoe** who shall be appointed by the chief elected official. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by **Brandon Holland, Town Manager of the Town of Biscoe** and a copy forwarded to the complainant no later than **ten (10) days after** its filing.
5. The Section 504/ADA coordinator will maintain the files and records of the **Town of Biscoe** relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within **ten (10) days to the Mayor of the Town of Biscoe**. The request for reconsideration may be mailed or hand delivered to **Biscoe Town Hall, 110 West Main Street, Biscoe, NC 27209**. The request will be promptly reviewed and a final determination issued.
7. If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (DEQ), Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633, Phone: (919) 707-9057, TDD: (800) 735-2962. DEQ will respond only to written comments within ten (10) calendar days of the receipt of the comments.
8. The right of a person to a prompt and equitable resolution of the filed complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 or ADA complaint with the U.S. Department of Housing and Urban Development (HUD). Using this grievance procedure is not a prerequisite to the pursuit of other remedies.

9. These rules will be construed to protect the substantive rights of interested persons, meet appropriate due process standards and assure that the **Town of Biscoe** complies with the ADA, Section 504 and their implementing regulations.

This information is available in Spanish or any other language upon request. Please contact **Brandon Holland** at **910-428-4112** or at **110 West Main Street, Biscoe, NC** for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con **Brandon Holland** al **910-428-4112** o en **110 West Main Street, Biscoe, NC** de alojamiento para esta solicitud.



Adopted this the 10th day of September, 2018.

ATTEST:

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Mayor Pro-Tem

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Town Clerk

(SEAL)

### ***Procurement Standards Policy and Plan***

#### **Policy**

The **Town of Biscoe** will comply with the terms and conditions of Federal funding that is awarded and accepted, including but not limited to, the terms and conditions of Grant Contract, Title 2 C.F.R. Part § 200.317-318, 200.320-321, 200.323 -326, 200.330 and HUD implementing regulations contained in 24 C.F.R. § 570.489 (g) and (h) or the North Carolina General Statutes Chapter 143 Article 8 applying to procurement in general by the North Carolina municipalities and counties which are incorporated by reference and included herein to the extent of its applicability. The **Town**, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid North Carolina State and Federal Procurement Policies.

The **Town** will, to the extent applicable, follow methods of procurement; procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms. Additionally, the town will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 C.F.R. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

#### **Plan**

All procurement of goods and services by **Town** with CDBG grant funds shall be accomplished in accordance with the regulations of **Procurement Standards**, where applicable, Recipient shall follow the procurement standards established in the " Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards" (2 C.F.R. Part 200, except § 200.319 and 200.322) and HUD

implementing regulations contained in 24 C.F.R. § 570.489 (g) and (h), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 C.F.R. 570.489 (g) and 24 C.F.R. 135.38, or the North Carolina General Statutes Chapter 143 Article 8 applying to procurement in general by the North Carolina municipalities and counties.

**When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question.** Additionally, the **Town** will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured based on one bid or proposal received, the **Town** will follow established principles to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award based on non-competitive negotiation.
- Section 3 certified businesses, Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **Town**, and such, firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for good and services.
- *Construction and Repair*: The **Town** shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selections procedures, and cost shall not be the sole or more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the **Town** shall verify the contractor's eligibility to participate in a federally-assisted program.
- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The **Town** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The **Town** shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchases requests.
- The **Town** shall not award any contract for federally-assisted projects on a contingency or cost plus percentage of cost basis.

- The **Town** shall hold a pre-bid meeting and a pre-construction meeting for each bid under a CDBG project. Rating criteria for the bids might add points for attending the pre- bid meeting of contractors, but it is not prerequisite for the potential bidders.

Adopted this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

## LANGUAGE ACCESS PLAN

### Providing Meaningful Communication with Persons with Limited English Proficiency

#### TOWN OF BISCOE

September 2018 through September 2021

*The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.*

#### POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **Town of Biscoe** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the **Town of Biscoe** has to ensure LEP individuals can communicate effectively.

#### DEFINITIONS:

**Limited English Proficient (LEP) individual** – Any prospective, potential, or actual recipient of benefits or services from the **Town of Biscoe** who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

**Vital Documents** – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.



**Title VI Compliance Officer:** The person or persons responsible for administering compliance with the Title VI LEP policies.

**Substantial number of LEP:** 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the **Town of Biscoe** and speak a primary language other than English and have limited English proficiency.

## PROCEDURES:

### 1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The **Town of Biscoe** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," <http://www.lep.gov/resources/ISpeakCards2004.pdf> ) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

### 2. OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Brandon Holland, Town Manager  
Town of Biscoe  
110 West Main Street  
Biscoe, NC 27209  
PH: 910-428-4112

***(Note: The local unit of government must notify the Division of Water Infrastructure (DWI) Compliance Specialist immediately of changes in name or contact information for the Title VI compliance officer.)***

#### Check all methods that will be used:

Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (***provide the list***):

The following Town of Biscoe bilingual staff is available Monday through Friday, 9:00 am to 5:00 pm.

- Elsa De Los Angeles (Administration)
- Christina Marcelino (Administration)
- Joaquin Morales (Public Works)

Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

**All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.**

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### **3. PROVIDING WRITTEN TRANSLATIONS**

- i. The **Town of Biscoe** will set benchmarks for translation of vital documents into additional languages. ***(please ensure to keep records of those documents that apply to your local unit of government)***
- ii. When translation of vital documents is needed, the **Town of Biscoe** will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

### **4. PROVIDING NOTICE TO LEP PERSONS**

The **Town of Biscoe** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE **TOWN OF BISCOE** FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

The **Town of Biscoe** shall include at minimum the following phrases in English and Spanish in any document requesting public comments, or notifying the community of any modifications/amendments to the CDBG program during the life of the grant, including but not limited to public hearing notifications, citizen participation documents, Environmental Review notifications, among other documents:

- *"This information is available in Spanish or any other language upon request. Please contact Ms. Laura Morton at 910-428-4112 or at Biscoe Town Hall, 110 West Main Street, Biscoe, NC for accommodations for this request."*

- *“Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Ms. Laura Morton al 910-428-4112 o en Biscoe Town Hall, 110 West Main Street, Biscoe, NC de alojamiento para esta solicitud.”*

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

- Biscoe Town Hall
- Biscoe Police Department

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

- Outreach documents

## **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, the **Town of Biscoe** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the **Town of Biscoe** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

### **I. Compliance Procedures, Reporting and Monitoring**

#### **A. Reporting**

The **Town of Biscoe** will complete an annual compliance report and send this report to DWI. The form can be found at <http://portal.ncdenr.org/web/wi/cdbg-i-compliance1>.

#### **B. Monitoring**

The **Town of Biscoe** will complete a self-monitoring report on a semiannual basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the DWI upon request.

The **Town of Biscoe** will cooperate, when requested, with special review by the DWI.

### **II. Applicant/Recipient Complaints of Discriminatory Treatment**

#### **A. Complaints**

The **Town of Biscoe** will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://portal.ncdenr.org/web/wi/cdbg-i-compliance1>. The **Town of Biscoe** will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The **Town of Biscoe** will notify the appropriate section within DWI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

A. Resolution of Matter

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice (DOJ). This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by DWI, then complaint will be forwarded to U.S. Department of Justice (DOJ) and U.S. Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Claude Jerry Smith, Mayor Pro-Tem

✓

\_\_\_\_\_  
Signature of Mayor Pro-Tem

September 10, 2018

\_\_\_\_\_  
Date

HUD PORTAL LEP: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)

## Floodplain Certification Town of Biscoe

This is to certify that the 2017 NCDEQ CDBG Infrastructure Project (17-I-2955) located in the **Town of Biscoe** does not include any improvements in the flood plain and the proposed improvements will cause no disturbance in the flood plain.

Adopted this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

**Excessive Force Policy  
Town of Biscoe**

September 4, 2018 through September 4, 2021

The **Town of Biscoe**, hereby adopts an Excessive Force Policy that is in accordance with the applicable State of North Carolina and Federal Regulations, i.e., Section 519 of Public Law 101-144, (1990 HUD Appropriations Act) requiring units of government receiving CDBG funds to adopt and enforce Excessive Force Provision. The **Town**, as the recipient of Federal and/or State CDBG-I Grant Funds, acknowledges its responsibility to and will adhere to the aforesaid NC State and Federal Excessive Force Regulations. More particularly, the **Town** adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and is adopting and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the **Town of Biscoe**.

Adopted this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

***Equal Opportunity Plan***

*September 10, 2018 – September 10, 2021*

A. *Equal Housing Opportunity Plan*

**Civil Rights Act of 1964**

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

**The Fair Housing Act**

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

**Executive Order 12892, Equal Opportunity in Housing**

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner affirmatively to further the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

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The **Town of Biscoe** shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the **Town** in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The **Town of Biscoe** shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG documents intended to be shared with the public.

The **Town of Biscoe** shall post in public buildings and the CDBG project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

Describe specific actions to be taken to contact and develop working relationships with local owners, real state and civic, charitable or neighborhood organizations in particular, to secure public understanding and responsibilities to exercise Equal Housing Opportunity:

***The Town of Biscoe will coordinate with local residents, realtors and financial institutions and neighborhood organizations to insure they are notified and have an understanding of Equal Housing opportunities. Quarterly fair housing activities will include sharing public notices, brochures, etc. to each of these places of business and to citizens of Biscoe to promote and develop a partnership with all involved as the Town makes every effort to provide equal housing opportunities.***

**B. Equal Employment Opportunity Plan**

***Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60;***

The **Town of Biscoe** maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the **Town** prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The **Town** shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the **Mayor and Town Manager** to assist in the implementation of this policy statement.

The **Town** shall develop a self-evaluation mechanism to provide periodic examination and evaluation. Every two years the results of the self-evaluation reporting on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the **Mayor**. Records presented to the **Mayor** shall be maintained in the files and will be provided to DWI as needed.

The **Town** is committed to this policy and is aware that with its implementation, the **Town** will receive positive benefits through the greater utilization and development of all its human resources.

The **Town of Biscoe** shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG documents intended to be shared with the staff and the

public.

The **Town** shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The **Town** shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

Adopted this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

**CITIZEN PARTICIPATION PLAN  
DIVISION OF WATER INFRASTRUCTURE  
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY  
COMMUNITY DEVELOPMENT BLOCK GRANT- INFRASTRUCTURE PROGRAM**

September 10, 2018 through September 10, 2021

Grantee: Town of Biscoe

Recipient's Address: 110 West Main Street, Biscoe, NC 27209

Contact Person: Brandon Holland, Town Manager

Contact Email: [manager@townofbiscoe.com](mailto:manager@townofbiscoe.com)

Contact Phone #: 910-428-4112

TDD/TTY#: 1-800-735-2962 (711)

*The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where CDBG-funded activities will take place, an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.*

*The Citizen Participation Plan is required by Section 104(a) (2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a) (6)*

*The plan is vitally important to the success of CDBG-funded activities undertaken by local governments. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.*

## 1. INTRODUCTION

The **Town of Biscoe** has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the (Town/City/County's) present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI) and the Department of Housing and Urban Development (HUD).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the Town of Biscoe's CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the Town of Biscoe.

## 2. SCOPE OF PARTICIPATION

The Town of Biscoe will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the Town of Biscoe. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and,
- c. assessment of CDBG program performance.



All phases of the community development process will be conducted by local officials in an open manner. Citizens of the Town of Biscoe are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

### 3. CITIZEN PARTICIPATION CONTACT PERSON

Brandon Holland, Town Manager, has been designated Citizen Participation Coordinator by the Mayor and the Biscoe Board of Commissioners and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at Town Hall at 910-428-4112 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

### 4. TECHNICAL ASSISTANCE

The staff of the Town of Biscoe shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Mayor of the Town of Biscoe or the Citizen Participation Coordinator.

## 5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

### 5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the Town of Biscoe. Public hearings may be held at any site which, in the opinion of the Town of Biscoe, provides adequate access for citizen participation.

Hearings will normally be held at the Biscoe Town Hall, 110 West Main Street, Biscoe, NC. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the Town of Biscoe, be held at an alternate location to be specified in the public hearing notice(s).

### 5.2 **Application** Public Hearing

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the NCDEQ-DWI for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the Town of Biscoe to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the Town of Biscoe during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community

meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the Town of Biscoe through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary; provide citizens with contact information such as address, telephone number, and dates for submitting complaints or grievances. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The Town of Biscoe may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the Town of Biscoe.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

### **5.3 Amendment Public Hearings**

The Town of Biscoe will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the Town of Biscoe. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the Town of Biscoe shall hold a public hearing on all formal amendments which require the NCDEQ-DWI approval. For "local" amendments and changes for which the NCDEQ-DWI approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled Town of Biscoe meetings where such changes or amendments are considered.

#### 5.4 Assessment of Performance Public Hearings

Citizens of the Town of Biscoe will be provided with the opportunity to comment on the performance of local officials, the Town of Biscoe staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the Town of Biscoe in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the NCDEQ-DWI for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

#### 5.5 Additional Hearings

Other public hearings may be held as deemed necessary by the Town of Biscoe in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

#### 5.6 Limited English Proficiency Residents

The Town of Biscoe has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

#### 5.7 Public Hearing Notice

Notice of public hearings must be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the hearing date, but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.

#### 5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). **Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.**

## 5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The Town of Biscoe shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The Town of Biscoe shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the Town of Biscoe shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

## 6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the Town of Biscoe shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the (location). Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by the NCDEQ-DWI and/or HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the Town of Biscoe; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the Town of Biscoe disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the Town of Biscoe shall not disclose any information which may, in the opinion of the Mayor, be deemed of a confidential nature.

## 7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to

submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the Town of Biscoe.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Mayor. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Mayor, then the aggrieved may appeal his/her case to the Town of Biscoe.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the Town of Biscoe be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the NCDEQ-DWI.

Citizens may, at any time, contact the NCDEQ-DWI and/or HUD directly to register comments, objections or complaints concerning the Town of Biscoe's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the NCDEQ-DWI or HUD.

All comments or complaints submitted to the NCDEQ-DWI or the HUD shall be addressed in writing to:

NC Department of Environmental Quality  
Division of Water Infrastructure CDBG-I  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

Or:

U.S. Department of Housing and Urban Development  
Community Planning and Development Division  
Greensboro Field Office  
1500 Pinecroft Road  
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the Town of Biscoe's CDBG program and subsequent action taken in response to those comments shall be maintained on file at Town of Biscoe and shall be made available for public inspection upon request.

## 8. AMENDMENTS

The Town of Biscoe may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the Town of Biscoe to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the Town of Biscoe. To this end, the effectiveness of the Plan will be

discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the Town of Biscoe and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the Town of Biscoe in the development, implementation and execution of any Community Development Block Grant program.

Adopted this 10<sup>th</sup> day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

**Local Jobs Initiative  
Section 3 Plan  
Local Economic Benefit for Low- and Very Low-Income Persons**

TOWN OF BISCOE  
September 10, 2018 through September 10, 2021

I. APPLICATION AND COVERAGE OF POLICY

The **Town** is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with the federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the **Town of Biscoe** has developed and hereby adopts the following Plan:

The **Town** will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 C.R.F. Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include the **Town** and portions of the immediately adjacent area.

The **Town** will be responsible for implementation and administration of the Section 3 plan. In order to implement the **Town's** policy of encouraging local residents and local businesses participation in

undertaking community development activities, the **Town** will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the **Town** will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Administration, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The **Town** will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan and the Section 3 minimum numerical goals shall be mentioned in the pre bid meetings and the preconstruction meetings.

The Section 3 minimum numerical goals shall be met by the **Town**, if the minimum numerical goals are not met, an explanation and the efforts taken by **Town** to meet the goals shall be described in the Annual Section 3 report. The report must be submitted along with the Annual Performance Report (APR) during the life of the grant.

Section 3 minimum numerical goals (the [Section 3 regulations](#) established thresholds and goals at [24 CFR 135.30](#)):

#### Goals

- 30 % of the aggregate number of new hires shall be Section 3 residents
- 10 % of the total dollar amount of all covered construction shall be awarded to Section 3 business concerns.
- 3 % of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

#### A Section 3 business concern is defined as a business where

- 51% or more of the business is owned by Section 3 residents or
- 30% or more employed staff are Section 3 residents; or
- 25% of subcontracts are committed to Section 3 businesses.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Montgomery County NCWorks agency (<https://www.ncworks.gov/vosnet/Default.aspx>) shall be notified and referred to the contractor.

Each contract for rehabilitation, replacement or new construction under the program, as applicable, for jobs having contracts in excess of **\$100,000** shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.



Early in the project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. **Division of Water Infrastructure (DWI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.**

## II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The **Town** will take the following steps to assure that low income residents and businesses within the community development project area and within the **Town** are used whenever possible:

***The Town of Biscoe will maintain a list of Section 3 residents and business at Town Hall. Residents and businesses on this list will be notified of any potential sources of contracts, and services of supplies. When economically feasible, the Town will make an effort to divide into small tasks or quantities such that maximum participation by residents and businesses are fulfilled.***

Please check the methods to be used for the Section 3 program in your community:

The **Town of Biscoe** will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of the Housing and Community Development Act, local residents and businesses will be utilized for jobs, contracts and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the NCWorks agency (<https://www.ncworks.gov/vosnet/Default.aspx>); a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, of which the **Town** will maintain a list for individuals and business concerns inquiring information.

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Town Council meeting when project activities and schedules are discussed
- iii. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- iv. Notification to other agencies that provide services to low-income people.

Other (**describe**):

The **Town** will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

The **Town** will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

### III. RECORDS AND REPORTS

The **Town** will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of DWI, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The **Town** shall report annually the Section 3 numbers using the form HUD 60002 to DWI at the end of the calendar year as part of the Annual Performance Report (APR).

### IV. MONITORING COMPLIANCE

The **Town** may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

### V. SECTION 3 COORDINATOR CONTACT INFORMATION

Please provide the main contact in case that any complaint is received or general information is requested by the general public on Section 3 compliance (**including name, phone number, address, and email**):

**Brandon Holland, Town Manager**  
**Town of Biscoe**  
**110 West Main Street**  
**Biscoe, NC 27209**  
**PH: 910-428-4112**  
**Email: [manager@townofbiscoe.com](mailto:manager@townofbiscoe.com)**

Adopted this the 4th day of September, 2018.

ATTEST:

\_\_\_\_\_  
Mayor Pro-Tem

\_\_\_\_\_  
Town Clerk

(SEAL)

HUD PORTAL SECTION 3:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3)

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN  
Town of Biscoe**

September 10, 2018 through September 10, 2021

This Residential Anti-displacement and Relocation Assistance Plan is prepared by the **Town of Biscoe** in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG<sup>1</sup> projects.

**Minimize Displacement**

Consistent with the goals and objectives of activities assisted under the Act, the **Town of Biscoe** will take the following steps to minimize the direct and indirect displacement of persons from their homes: *(The steps provided below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities, select one or multiple steps or describe others steps below)*

☐☐ Coordinate code enforcement with rehabilitation and housing assistance programs.

☐☐ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.

☐☐ Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.

☐☐ Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

☐☐ Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.

☐☐ Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

☐☐ Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.

☐☐ Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

☐☐ Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.

1. CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

☐☐ If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).

☐☐ Target only those properties deemed essential to the need or success of the project.

☐☐ Other: (*Describe*) The proposed project is an NCDEQ CDBG-I project. The project consists of the rehabilitation of existing sanitary sewer lines. No displacement or relocation of any resident is anticipated. However, if displacement or relocation is necessary, the **Town of Biscoe** will take the required steps as identified in this plan to minimize the direct and indirect displacement of persons from their homes.

#### **A. Relocation Assistance to Displaced Persons**

The **Town of Biscoe** will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

#### **B. One-for-One Replacement of Lower-Income Dwelling Units**

The **Town of Biscoe** will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing the **Town of Biscoe** to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the **Town of Biscoe** will make public by publishing a notice in the local newspaper and submit to State CDBG Program(s) North Carolina Department of Environmental Quality (NC DEQ) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the **Town of Biscoe** will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

#### **C. Replacement not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the **Town of Biscoe** may submit a request to the State (NC DEQ) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

#### **D. Contacts**

**Brandon Holland, Town Manager; PH: 910-428-4112** is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

**Brandon Holland, Town Manager; PH: 910-428-4112** is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this 10<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Town Clerk

(SEAL)

## Budget Amendment Requests

Town Manager Holland presented: 2 Budget Amendments. **(write up Budget Amendments)**

**Budget Amendment #1** - It is required by NCGS to approve a budget amendment when new revenue is received. A Check for \$11,043.29 received from the County for Reimbursement for Maintenance & Repair of Fire Trucks. We need budget amendment approval to receive this money.

**Budget Amendment #2** - We received a quote for paving the following: DRIVE AT PARK - PATCH/ 2" OVERLAY from drive to Pool Pump Building (Between the Pool and Tennis Courts \$9,108.00) We are requesting a budget amendment for this project for 10-6120-358. It is recommended that these funds come from the Town's NCCMT investment account - General Needs. The balance as of July 2018 was \$109,503.35.

A motion was made by Commissioner Beard, seconded by Commissioner Anderson and so the motion carried unanimously to approve both budget amendments as presented.

AYES: 4; NAYS: 0

## AIA Resolution – Asset Inventory and Assessment 2018 NCDEQ Application

Bill Lester with LKC Engineering presented a proposal to the Town Board regarding an Asset Management Grant (Asset Inventory and Assessment). The following is a breakdown of what the cost are expected to be – including the Town of Biscoe Match:

<b>Asset Inventory &amp; Assessment Fall 2018 NCDEQ Application Town of Biscoe, Montgomery County, N.C.</b>	
<b>Description</b>	<b>Cost</b>
Collection System Mapping Update	\$25,000.00
Asset Inventory & Assessment	\$42,000.00
Capital Improvement Plan	\$18,000.00
O&M Report/Critical Assets	\$17,500.00
Manhole/Line Inspections	\$21,000.00
Flow Monitoring/Metering	\$17,000.00
Software/Updated Mobile Devices	\$10,500.00
Record Drawing Archiving	\$6,500.00
<b>Total Project Cost</b>	<b>\$157,500.00</b>
NCDEQ Grant Fee	<b>\$2,100.00</b>
NCDEQ AIA Grant Request	\$150,000.00
Town of Biscoe Match	<b>\$7,500.00</b>
<i>*Biscoe would be responsible for the Grant Match and the NCDEQ Grant Fee</i>	

A motion was made by Commissioner Kinch, seconded by Commissioner Beard, and so the motion carried unanimously to approve the 2018 NCDEQ Application for the Town of Biscoe for Asset Inventory & Assessment. *The approved resolution is as follows:*

AYES: 4; NAYS: 0

**TOWN OF BISCOE  
ASSET INVENTORY AND ASSESSMENT GRANT  
RESOLUTION BY TOWN OF BISCOE BOARD OF COMMISSIONERS**

**WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of completing an **Asset Inventory and Assessment (AIA) Program**, and

**WHEREAS,** The **Town of Biscoe** has need for and intends to complete an **Asset Inventory and Assessment Program for the Town of Biscoe Wastewater System** to include detailed system assessment and inventory documentation, capital planning, and related activities to assist in the future maintenance of the system and program, and

**WHEREAS,** The **Town of Biscoe** intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF BISCOE:**

That the **Town of Biscoe** will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Town** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the **Town** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **James E. Blake, Mayor and Brandon Holland, Town Manager**, the **Authorized Officials**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the completion of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Town** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

**Adopted this the 10<sup>th</sup> day of September 2018 in Biscoe, North Carolina.**



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Jerry Smith, Mayor Pro-tem  
Town of Biscoe

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Biscoe does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Biscoe Board of Commissioners duly held on the 10th day of September, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of September 2018.



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Laura B. Morton, Biscoe Town Clerk

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**Mayor's Minutes - Commissioner Reports - Staff Reports**

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*The following Mayor's Minutes were presented:*

- Attended General COG meeting in Kernersville
- Met with 5 Mayors in Montgomery County with Commissioners Jim Matheny and Mike Criscoe and County Manager, Mathew Woodard
- Met with David McNeill, Duke Power Representative over 8 counties
- Met with Elizabeth Hudson, Editor in chief of Our State Magazine
- Went on a Fact Finding Trip to the Mediterranean and Greece
- Met with Ken Goodman, House Member regarding Montgomery County
- Met with Officers with the Piedmont Triad Regional Council

Commissioner Anderson thanked staff for their hard work.

Commissioner Beard asked staff if they were ready for Hurricane Florence. Public Works' staff said as much as we can be.

Commissioner Kinch requested a speed bump on Baldwin Street. A motion was made by Commissioner Beard, seconded by Commissioner Kinch and so the motion carried unanimously to approve a speed bump for Baldwin Street.

Commissioner Kinch also thanked the Police Department for their extra patrolling on Bruton Street.

Public Works Director Sam Stewart said that power trucks would be stationed at the Park until the Hurricane passes through.

Town Clerk informed the Board the auditors (Cannon and Company) had been conducting the Town's audit and everything was going smoothly.



Police Chief Tedder said to all present to be safe during the Hurricane.

**Public Comment**

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No one spoke during the public forum.

**Adjournment**

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There being no further business to bring before the Board, Commissioner Beard made the motion to adjourn, and Mayor Pro-tem Smith made the second. All voted in favor. Meeting adjourned at 7:20 p.m.

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Laura B. Morton, Town Clerk

August 22, 2018

To Whom it May Concern:

I agree to the terms of the attached offer for purchase of the property located at 214 Hunsucker Street, Biscoe, North Carolina.

On the advice of my real estate agent, I will accept \$1500.00, and no commission is to be paid to Bret Kennedy Real Estate.

If the Town of Biscoe agrees to the attached contract, all remaining funds from the sale would be applied to all outstanding municipal and county taxes and liens against the property and any remaining balances would be forgiven with no further action against myself or the purchaser in relation to the property

A handwritten signature in black ink, appearing to read "Alan Hugh Martin". The signature is written in a cursive style with a long horizontal stroke extending from the end.

Alan Hugh Martin  
Troy, NC

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Alan Hugh Martin, Cindy Martin

(b) "Buyer": Bret Kennedy, Cathy Kennedy

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 214 Hunsucker

City: Biscoe

Zip: 27209

County: Montgomery

, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_

, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 7568 12 85 0678

Other description: \_\_\_\_\_

Some or all of the Property may be described in Deed Book \_\_\_\_\_

218

at Page \_\_\_\_\_

881

(d) "Purchase Price":

\$ 9,800.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 9,800.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow

Agent named in Paragraph 1(f) by  cash  personal check  official bank check

wire transfer,  electronic transfer, EITHER  with this offer OR  within

five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to

Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or

electronic transfer no later than 5 p.m. on \_\_\_\_\_

**TIME BEING OF THE ESSENCE.**

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the

existing loan(s) secured by a deed of trust on the Property in accordance with the attached

Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum

(Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid

with the proceeds of a new loan).



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

Page 1 of 11



STANDARD FORM 12-T Revised 7/2018 © 7/2018

Buyer initials BK

Seller initials AHM CDM

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): \_\_\_\_\_

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on \_\_\_\_\_ **TIME BEING OF THE ESSENCE.**

Buyer initials BK Seller initials AWA CDM

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on January 9, 2019 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

## 2. BUYER'S DUE DILIGENCE PROCESS:

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**3. BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  Conventional  Other: \_\_\_\_\_ loan at a

Buyer initials BC Seller initials MM CDM

Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

**NOTE:** If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and

Buyer initials BIC Seller initials AMM CDM

Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (  Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (  Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

Buyer initials BK

Seller initials MLL

CDM



the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Bret and Cathy Kennedy

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does

NOT elect to terminate this Contract. Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)
- Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.**

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or

Buyer initials BIC Seller initials MMM CPM

communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 8-21-18

Buyer: Bret Kennedy  
Bret Kennedy

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Cathy Kennedy

Entity Buyer: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 8-21-18

Seller: Alan Hugh Martin  
Alan Hugh Martin

Date: 9/7/18

Seller: Cindy Martin  
Cindy Martin

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

### NOTICE INFORMATION

**NOTE:** INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

#### BUYER NOTICE ADDRESS:

Mailing Address: 736 mabe rd, Star, NC 27356

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

#### SELLER NOTICE ADDRESS:

Mailing Address: 281 Holiday Dr.  
Floy NC 27371

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

### CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: \_\_\_\_\_  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Firm License #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Individual Selling Agent: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

Listing Firm Name: \_\_\_\_\_  
Acting as  Seller's Agent  Dual Agent  
Firm License #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Alan Hugh Martin, Cindy Martin ("Seller")

Buyer: Bret Kennedy, Cathy Kennedy ("Buyer")

Property Address: 214 Hunsucker, Biscoe, 27209 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: 8-20-08

Seller: [Signature] (Signature) Alan Hugh Martin

Date: 9/7/10

Seller: [Signature] (Signature) Cindy Martin

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

Time: \_\_\_\_\_ [ ] AM [ ] PM

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print name)

**Biscoe Landscape Enhancements**

**SHRUBS**

Quan	Unit	Botanical Name	Common Name	Notes
36	Ea	Ilex x 'Nellie R. Stevens'	Nellie R Stevens Holly	6-8', B&B
12	Ea	Lagerstroemia indica 'Tonto'	Tonto Crape Myrtle	6-8', B&B
27	Ea	Abelia grandiflora	Glossy Abelia	15-18", #3 Cont
31	Ea	Abelia x 'Edward Goucher'	Edward Goucher Abelia	15-18", #3 Cont
35	Ea	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	15-18", #3 Cont

**GRASSES & PERENNIALS**

Quan	Unit	Botanical Name	Common Name	Notes
26	Ea	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Dwarf Fountain Grass	#1 Cont
20	Ea	Echinacea purpurea 'PAS702917'	Pow Wow Wild Berry Coneflower	#1 Cont
15	Ea	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-eyed Susan	#1 Cont

**OTHER ITEMS**

280	CY	Mulch		
5000	SY	Herbicides (pre & post)		
5830	LF	Edging Plant Beds		
4200	SF	Landscape Fabric		
1	LS	Vegetation Removal		
10	MG	Water for Planting		
84	SF	Brick Pavers		
32	CY	Topsoil		
			Subtotal	
				8% 1-year Es
			Subtotal	

Estimate is only preliminary. Project administrative fees NOT included.

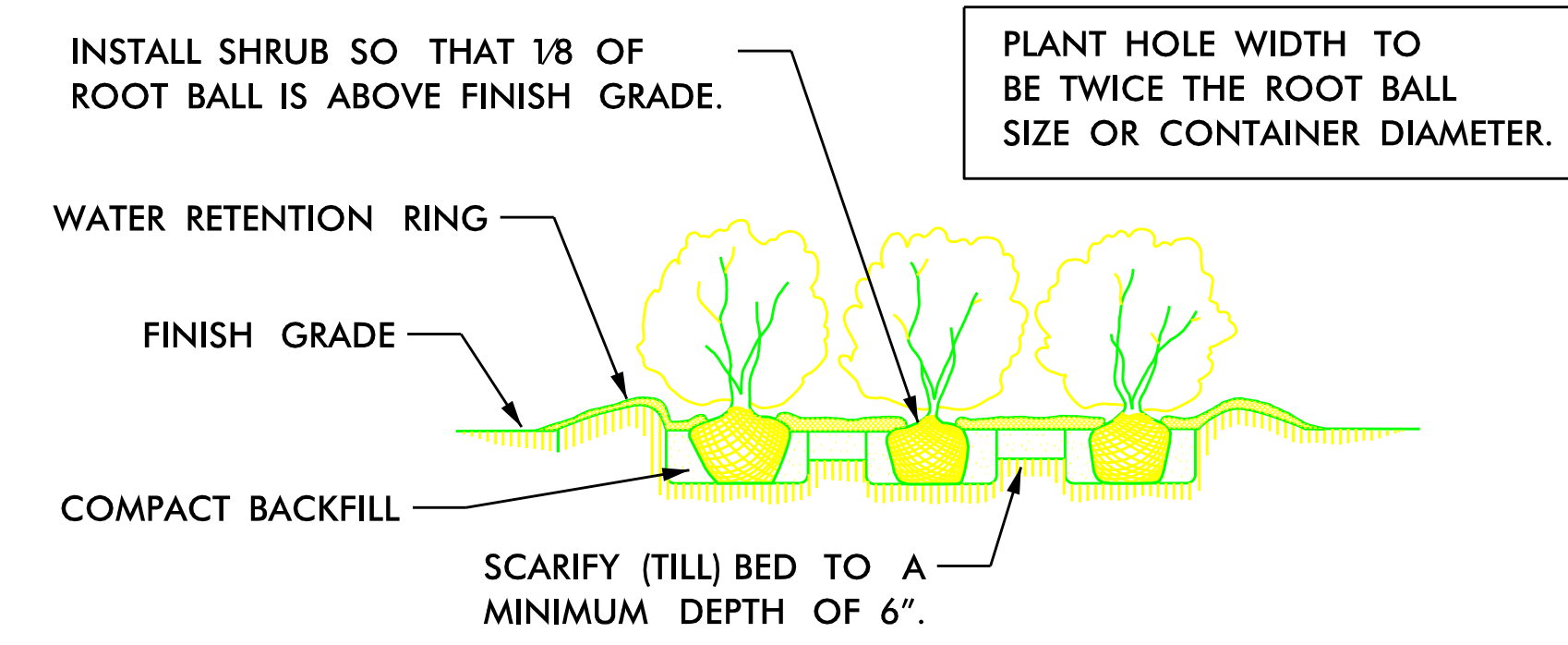
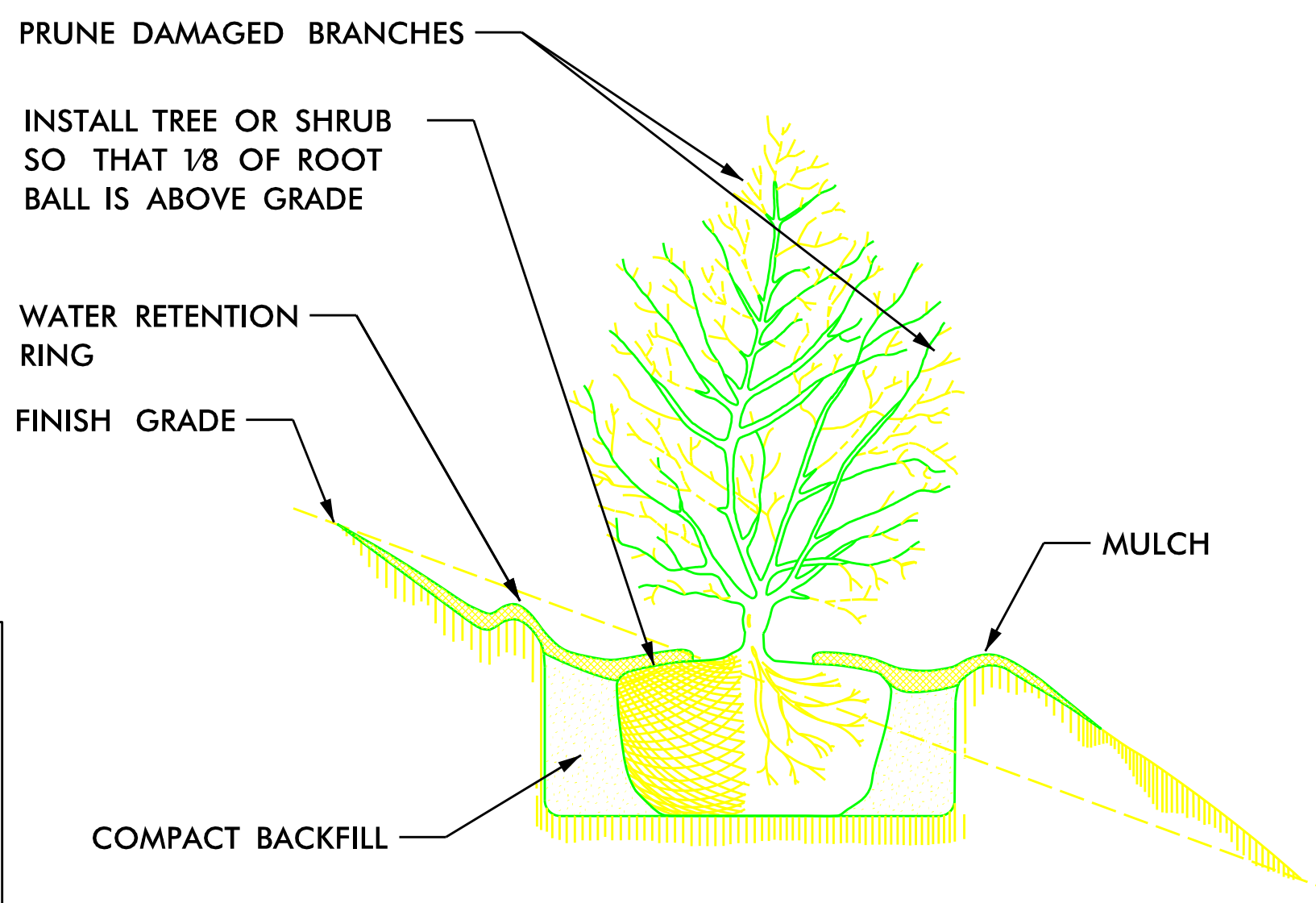
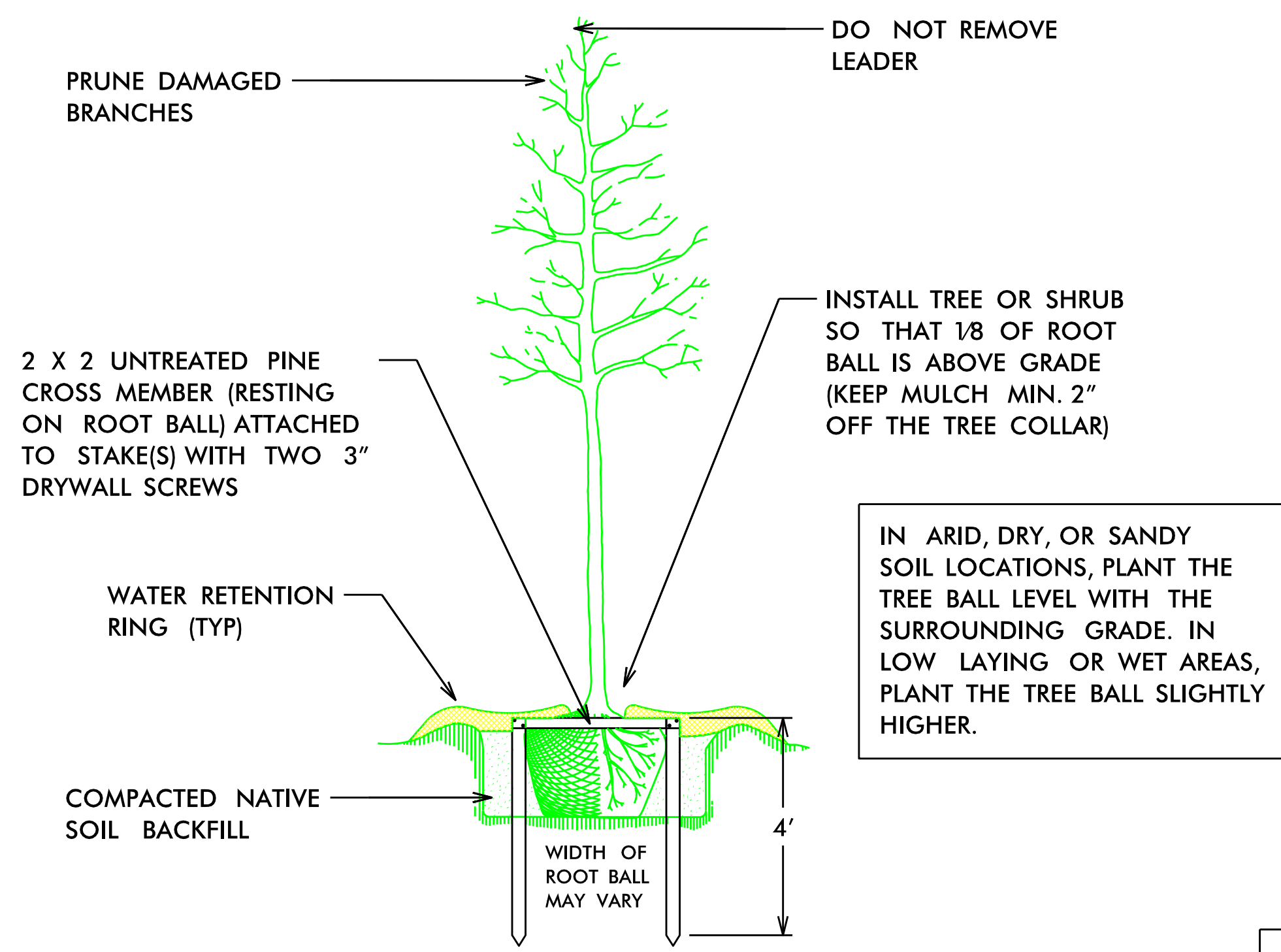



Unit \$	Total \$
\$200.00	\$7,200.00
\$200.00	\$2,400.00
\$28.00	\$756.00
\$26.00	\$806.00
\$26.00	\$910.00

Unit \$	Total \$
\$20.00	\$520.00
\$10.00	\$200.00
\$10.00	\$150.00
\$40.00	\$11,200.00
\$0.70	\$3,500.00
\$0.25	\$1,457.50
\$0.50	\$2,100.00
\$8,000.00	\$8,000.00
\$100.00	\$1,000.00
\$25.00	\$2,100.00
\$65.00	\$2,080.00
	\$44,379.50
establishment	\$3,550.36
	\$47,929.86

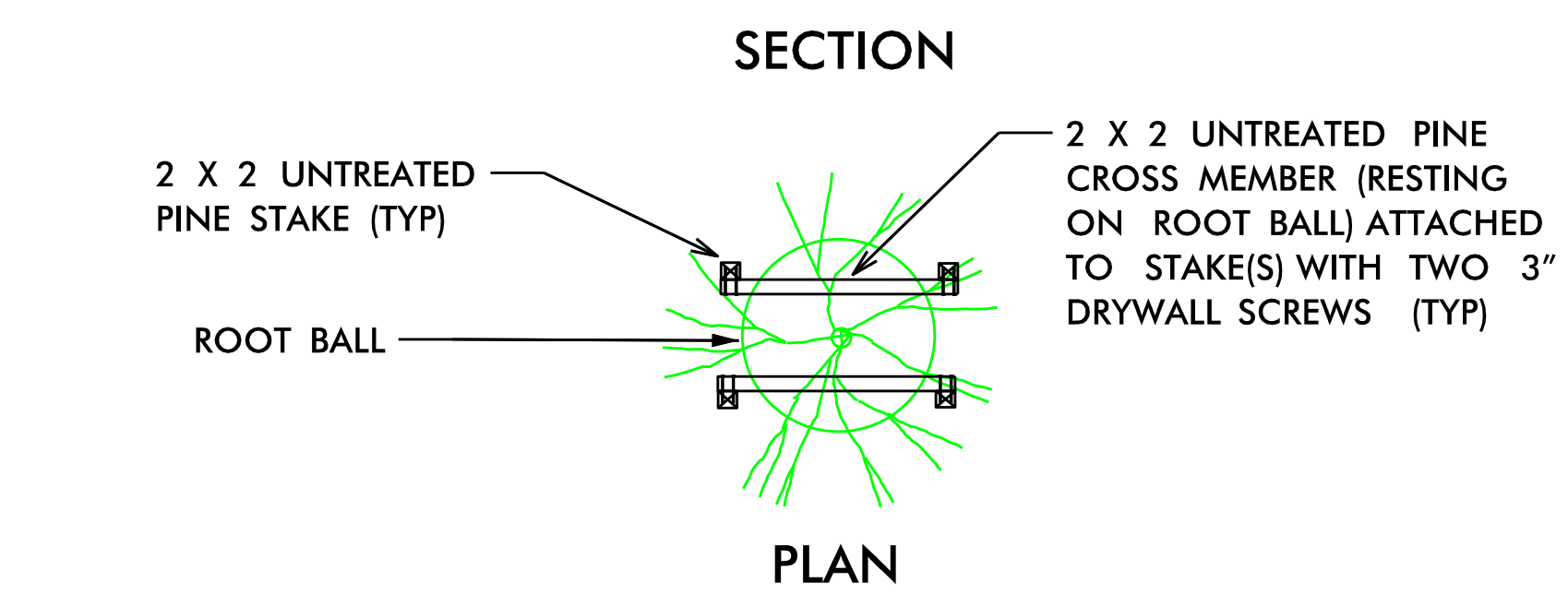






**SHRUB BED PLANTING DETAIL**

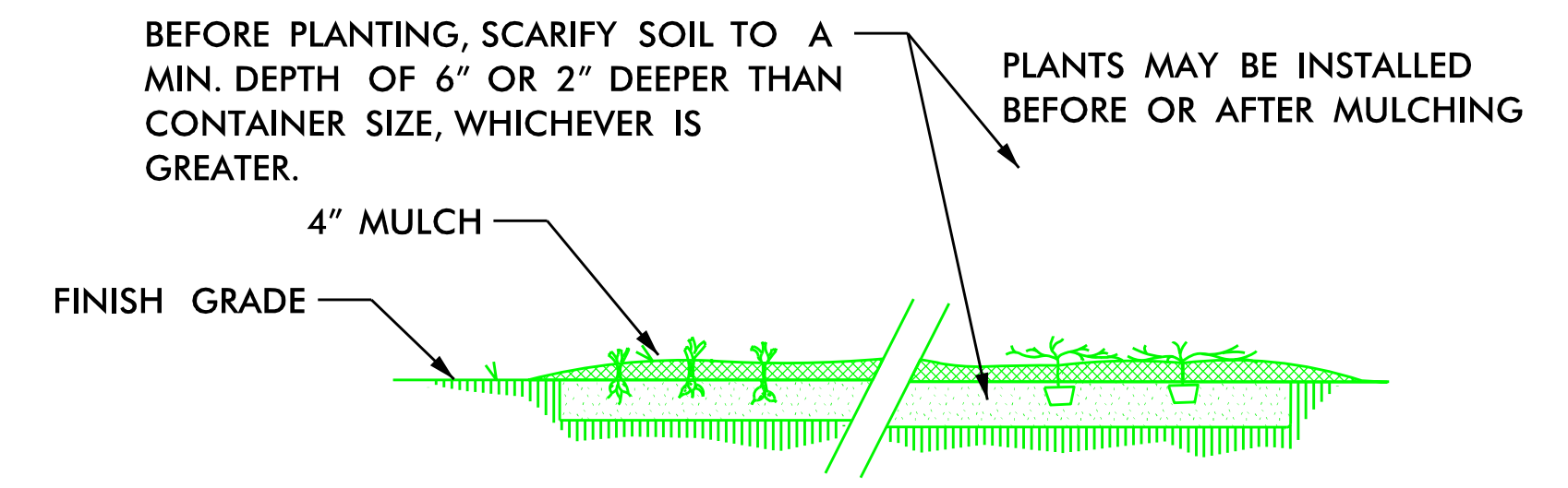
**TREE OR SHRUB PLANTING DETAIL (SLOPING GROUND)**



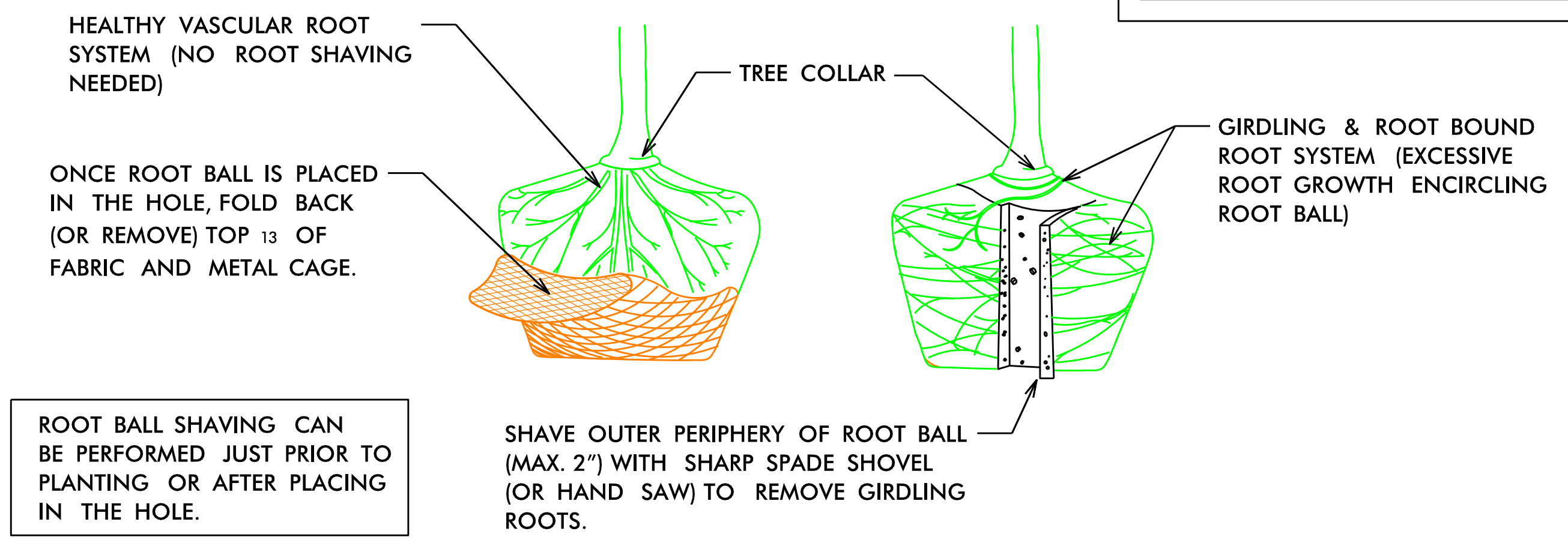
**TREE PLANTING & ROOT BALL STAKING DETAIL (STAKE TREES 8' OR TALLER)**

**NOTES:**

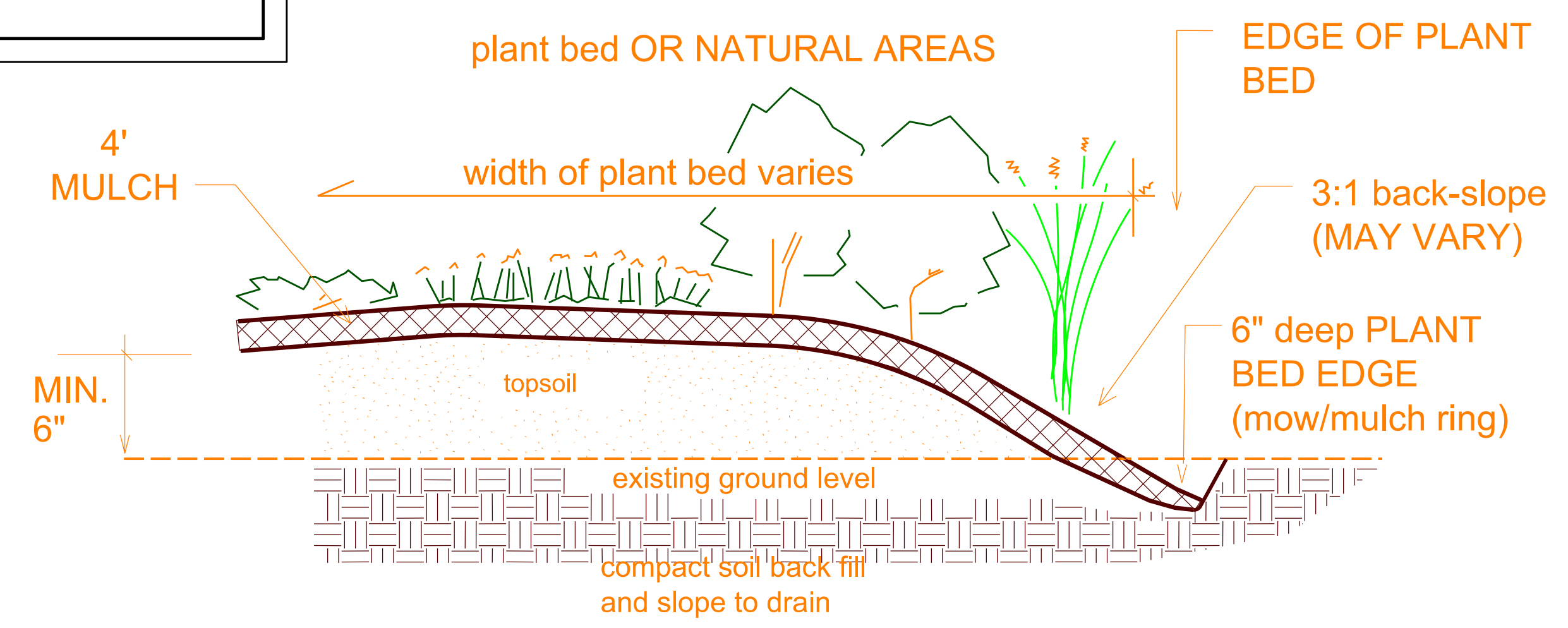
- PLANT HOLE WIDTH TO BE TWICE THE ROOT BALL SIZE OR CONTAINER DIAMETER.
- APPLY HERBICIDES A MIN. OF 7 DAYS PRIOR TO PLANTING, BY LABEL INSTRUCTIONS, OR AS DIRECTED BY THE NCDOT ENGINEER.
- APPLY FERTILIZER AT PLANTING TIME IN THE FORM OF A SLOW RELEASE PELLETT OR TABLET. APPLY AT RATE RECOMMENDED BY MANUFACTURER. BOTH RATE AND FORMULATION MUST BE APPROVED BY FIELD ENGINEER PRIOR TO APPLICATION.
- ALL PRUNING TO FOLLOW STANDARD ARBORICULTURAL PRACTICES AS SPECIFIED BY INTERNATIONAL SOCIETY OF ARBORICULTURE.
- DO NOT ATTEMPT TO STRAIGHTEN A TREE THAT HAS BEEN PLANTED AT AN ANGLE WITH THE USE OF STAKING OR GUYING. DIG TREE AND REPLANT TO UPRIGHT POSITION.



**GROUND COVER/BEDDING PLANT DETAIL**



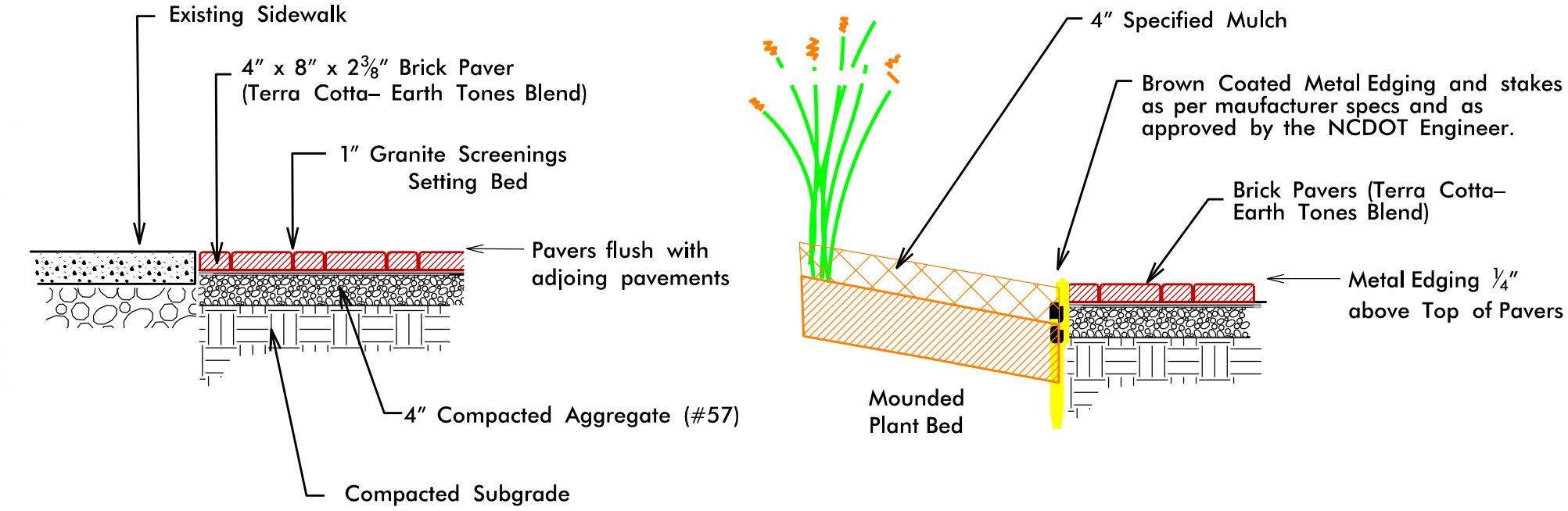
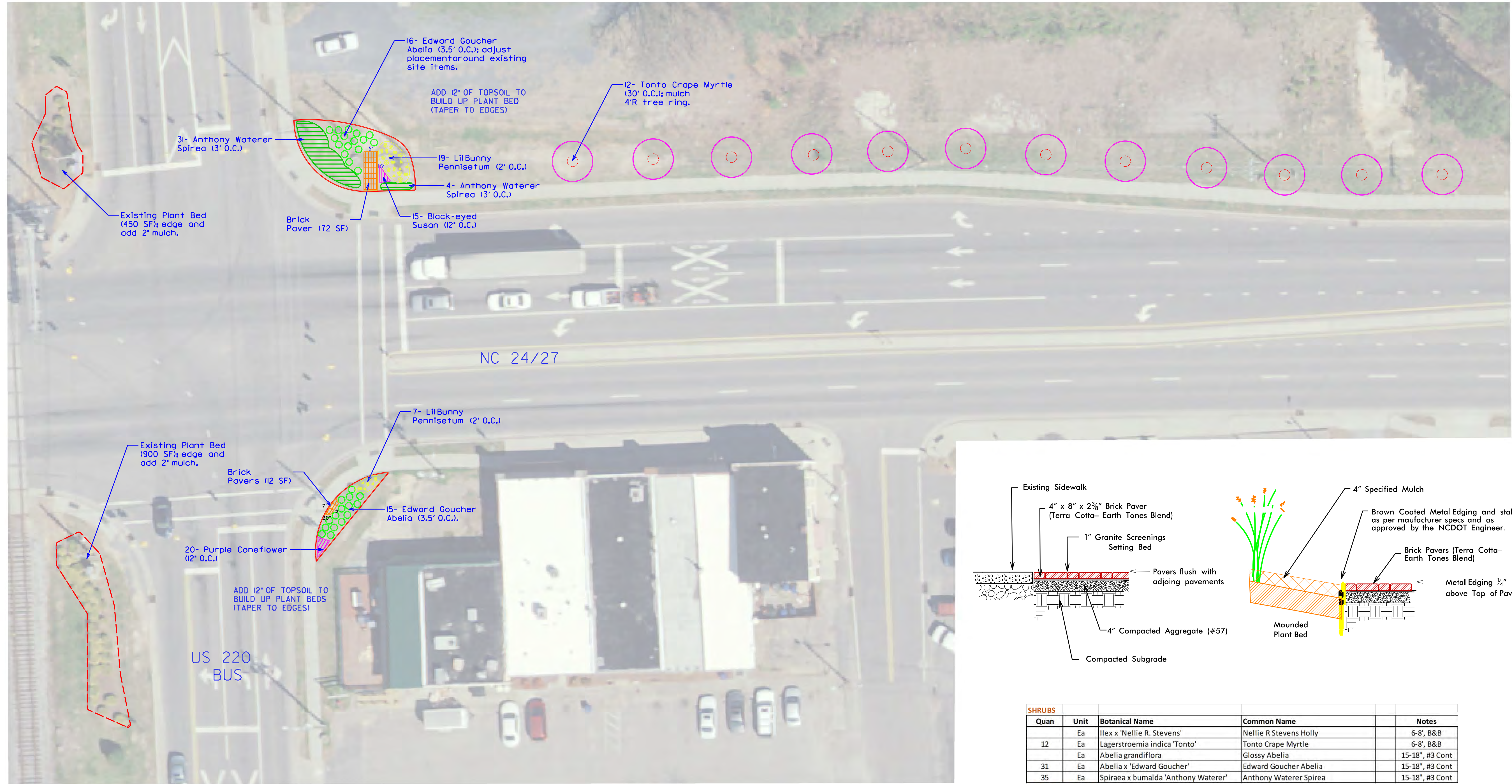
**TREE PLANTING INSTRUCTIONS (FOR CONTAINER OR BALLED & BURLAPPED TREES)**



**PLANT BED EDGE DETAIL**

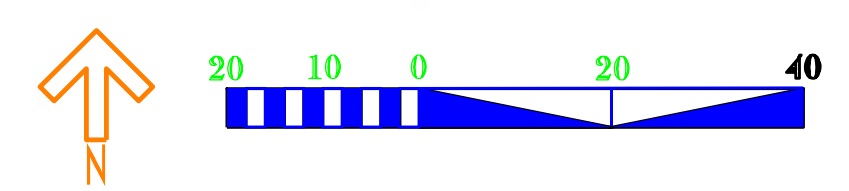
STATE	NC	F.P. #	SHEET #	of
WSS #		F.A. Project #	Description	P.E.
				RAW
15RE.11.3				CONST.

North Carolina Department of Transportation  
 Division of Highways  
 1 South Wilmington Street Raleigh, North Carolina



SHRUBS				
Quan	Unit	Botanical Name	Common Name	Notes
	Ea	<i>Ilex x 'Nellie R. Stevens'</i>	Nellie R Stevens Holly	6-8', B&B
12	Ea	<i>Lagerstroemia indica 'Tonto'</i>	Tonto Crape Myrtle	6-8', B&B
	Ea	<i>Abelia grandiflora</i>	Glossy Abelia	15-18", #3 Cont
31	Ea	<i>Abelia x 'Edward Goucher'</i>	Edward Goucher Abelia	15-18", #3 Cont
35	Ea	<i>Spiraea x bumalda 'Anthony Waterer'</i>	Anthony Waterer Spiraea	15-18", #3 Cont

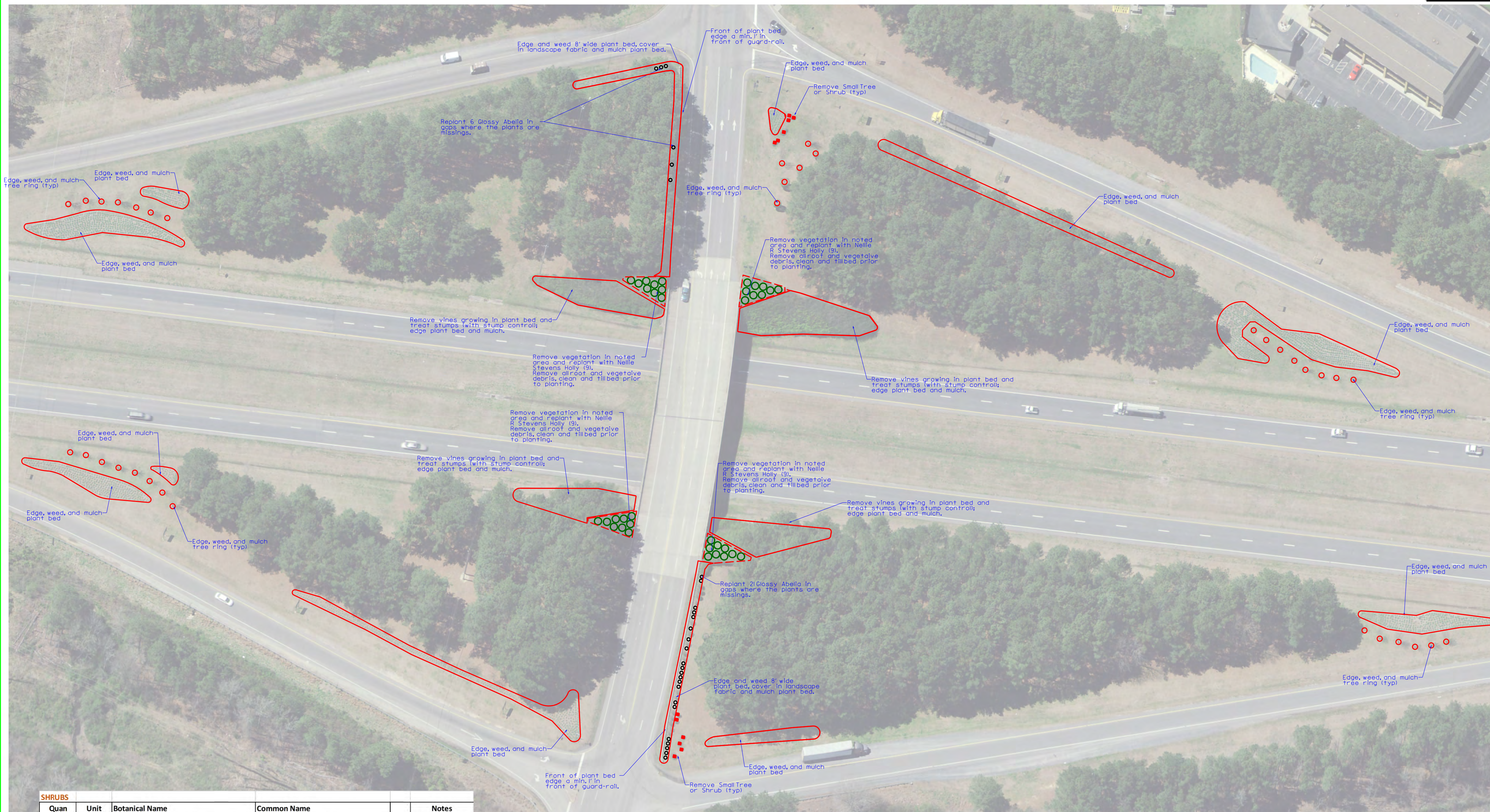
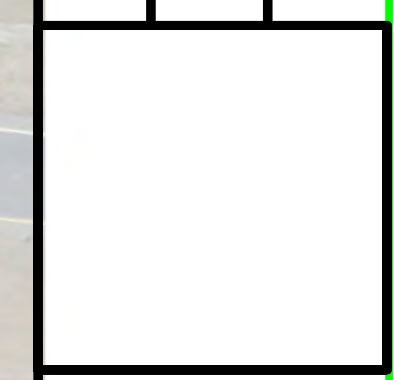
GRASSES & PERENNIALS				
Quan	Unit	Botanical Name	Common Name	Notes
26	Ea	<i>Pennisetum alopecuroides 'Little Bunny'</i>	Little Bunny Dwarf Fountain Grass	#1 Cont
20	Ea	<i>Echinacea purpurea 'PAS702917'</i>	Pow Wow Wild Berry Coneflower	#1 Cont
15	Ea	<i>Rudbeckia fulgida 'Goldsturm'</i>	Goldsturm Black-eyed Susan	#1 Cont



Biscoe, NC  
 Montgomery Co.

Plan :

Plans Drawn By:	ROPETSKY
Scale	AS SHOWN
Date	6 / - / 18
Letting Date	
2018 Standard Specifications	
Sheet Description	
Sheet #	



SHRUBS				
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36	Ea	Ilex x 'Nellie R. Stevens'	Nellie R Stevens Holly	6-8', B&B
	Ea	Lagerstroemia indica 'Tonto'	Tonto Crape Myrtle	6-8', B&B
27	Ea	Abelia grandiflora	Glossy Abelia	15-18", #3 Cont
	Ea	Abelia x 'Edward Goucher'	Edward Goucher Abelia	15-18", #3 Cont
	Ea	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	15-18", #3 Cont
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