



TOWN COUNCIL WORK SESSION
TOWN HALL
MONDAY, JANUARY 23, 2023 AT 6:00 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/85474088952?pwd=cGhBY2FjWTVIZVk5bG54dy9QNk5PZz09>

AGENDA

CALL TO ORDER

DISCUSSION ITEMS

- [1.](#) McCullough Commercial (*Travis Morgan*)
- [2.](#) Fall Fest Location (*Ryan Spitzer*)
3. Closed Session pursuant to NCGS 148-318.11 (5) - a real estate matter
4. Closed Session pursuant to NCGS 143-318-11 (4) - economic development

ADJOURN

If you require any type of reasonable accommodation as a result of physical, sensory, or mental disability in order to participate in this meeting, please contact Lisa Snyder, Clerk of Council, at 704-889-2291 or lsnyder@pinevillenc.gov. Three days' notice is required.

Workshop Meeting

Pineville

PLANNING & ZONING

To: Town Council

From: Travis Morgan

Date: 1/23/2023

Re: **Mission Properties: Townhomes at McCullough Road Acceptance** (*Informational Item*)

Background:

The McCullough neighborhood originally came in under John Wieland ownership. That was taken over by Pulte *except* the Northwest corner at Miller Road and Highway 51. The remaining roads in the Northwest corner were completed under Mission properties as “Townes at McCullough 1 & 2” roadway bonds.

Request:

Jason McArthur on behalf of Mission Properties requests the Town of Pineville to accept the public roads as shown on the final plat map for the area in question (see the proposed three public roads below with lengths). The Mission Properties development was broken into two bonded areas (see attachments). Bond one is in the amount of \$519,400 and Bond two is in the amount of \$742,300. If roads are accepted these construction bonds would be converted to a 1-year maintenance bond in the amount of \$247,800 before final inspections and possible maintenance bond release.

Roadways:

Iveybrook Lane – 487 linear feet (to be public road)

McIntyre Ridge Road – 707 linear feet (to be public road)

Founders Park Lane – 355 linear feet (to be public road)

Polk Terrace Lane – 669 linear feet (private not to be accepted by the Town)

Fetzer Lane – 320 linear feet (private not to be accepted by the Town)

Subdivision Ordinance Section:

“Upon written notice of 100% subdivision plat build out by the developer, LUESA will arrange for an inspection of the required minimum improvements and may require such further inspections at the developer’s sole costs and expense to demonstrate that all improvements, including those improvements previously completed, are satisfactory for acceptance and maintenance by the Town of Pineville or State. Should all required minimum improvements be found satisfactory, developer shall install the final 1 inch overlay of asphalt and LUESA, with approval from the Town of Pineville, shall authorize in writing the release or reduction of the remaining performance guarantee and the 80% maintenance guarantee upon receipt of a maintenance guarantee in the amount of 25% of the cost of all required minimum improvements plus estimated costs to inspect storm drainage improvements for a period of one (1) year. All guarantees shall be in a form satisfactory to LUESA and the Town of Pineville.”

Staff Comment:

In recent years there have been changes to state law regarding municipalities, roads, and developer bonds. There are limits to bond dollar amounts and allowances for bond reductions for inspected and approved infrastructure. Roadway and infrastructure have been inspected and approved by Mecklenburg County and Pineville Public Works minus some possible dead street trees.

A complicating factor is the commercial or front parcel is under a separate third ownership (MPV properties). The commercial parcel does not have any public road associated with it. The adjacent public roads (McIntyre and Ivybrook) are with Mission Properties. There is one remaining commercial building on the front MPV property parcel yet to be completed. Construction is complete within the Mission Properties townhomes but not for the commercial parcel nor larger Pulte development.

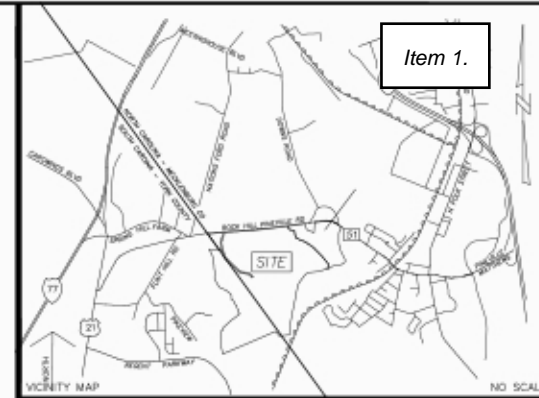
Concern is always for damage to newly completed roads from large and heavy construction equipment and activities. We ask for construction to be complete within a project before road acceptance to minimize damage to Town adopted roadways. I am less concerned with remaining Pulte work through the Mission property area and green highlighted "Bond 2" area but have some concern with the remaining commercial building construction traffic across red highlighted "Bond 1" area. MPV has stated they will only use the Miller Road entrance and concrete barriers can also be used. The concrete barriers could be used if Fire/Medic services could still be achieved but there could also be negative citizen reaction to barriers as well. If the proposal is approved as shown, the Town would have at least one year and \$247,800 bond guarantee for any failures or damages. This would include the bonded improvements such as asphalt, concrete, and street trees.

Procedure:

This a workshop meeting to familiarize you with the request and discuss as an informational item. For the request to proceed, a public hearing and council vote would be needed at a future meeting.

ROAD LENGTHS ASSOCIATED WITH EACH MAP

MAP	ROAD NAME	LENGTH (LF)	
1	JACKS LANE	531	
	ALLEY 8	281	
	ALLEY 11	555	
	FLAGSTONE DRIVE	279	
	KENNETT STREET	607	
	FOUNDERS PARK LANE	325	
	MEADOWSIDE DRIVE	467	
	KENNY STREET	829	
	COUNTRY LAKE DRIVE	154	
	ALLEY 7	425	
MARFIELD LANE	558		
ALLEY 4	125		
ALLEY 9	232		
ALLEY 10	358		
TOTAL LINEAR FEET MAP 1:		5,806	
2	MARFIELD LANE	185	
	COUNTRY LAKE DRIVE	157	
TOTAL LINEAR FEET MAP 2:		339	
3	KENNY STREET	353	
	COUNTRY LAKE DRIVE	1,008	
TOTAL LINEAR FEET MAP 3:		1,361	
4	McDULLOUGH CLUB DRIVE	261	
	COUNTRY LAKE DRIVE	85	
	WEEPING VALLEY DRIVE	903	
	ALLEY 19	935	
	SHORT LANE	87	
COUNTRY LAKE DRIVE	1,512		
TOTAL LINEAR FEET MAP 4:		3,763	
5	McDULLOUGH CLUB DRIVE	569	
	LOCHVIEW STREET	698	
	ALLEY 18	2,854	
	SHORT LANE	833	
	CEDAR PARK DRIVE	181	
FOUNDERS PARK LANE	105		
TOTAL LINEAR FEET MAP 5:		4,870	
6	ALLEY 5	222	
	ALLEY 8	157	
	CEDAR PARK DRIVE	741	
	FOUNDERS PARK LANE	332	
ALLEY 4	217		
JACKS LANE	356		
TOTAL LINEAR FEET MAP 6:		2,025	
7	COUNTRY LAKE DRIVE	1,693	
	VILLAGE VIEW WAY	802	
TOTAL LINEAR FEET MAP 7:		2,295	
8	NO ROADWAY PLATTED		
	TOTAL LINEAR FEET MAP 8:		0
9	MEADOWSIDE DRIVE	838	
	SHOEHORN STREET	786	
	SHORT LANE	329	
	ALLEY 18	279	
	ALLEY 10	387	
	ALLEY 18	1,124	
	ALLEY 15	276	
	STIRLING FIELD DRIVE	661	
	ALLEY 14	720	
	KENNY STREET	228	
ALLEY 17	211		
TOTAL LINEAR FEET MAP 9:		5,587	
10	LOCHVIEW STREET	424	
	WEEPING VALLEY DRIVE	740	
	McDULLOUGH CLUB DRIVE	334	
TOTAL LINEAR FEET MAP 10:		998	
11	NO ROADWAY PLATTED		
	TOTAL LINEAR FEET MAP 11:		0
12	JACKS LANE	1,304	
	ALLEY 3	400	
	ALLEY 4	458	
	ALLEY 6	138	
	FOUNDERS PARK LANE	313	
	CEDAR PARK DRIVE	515	
	MARKET BRIDGE STREET	39	
	ALLEY 2	46	
TOTAL LINEAR FEET MAP 12:		3,213	
13	MILLER LANE	1,337 LF	
	CARLINGWOOD DRIVE	101 LF	
	JACKS LANE	102 LF	
	GLADDEN HILL LANE	597 LF	
	ALLEY 20	254 LF	
	ALLEY 24	155 LF	
TOTAL LINEAR FEET MAP 13:		2,546	
14	GLADDEN HILL LANE	1,029	
	CEDAR PARK DRIVE	709	
	JACKS LANE	1,572	
	MILLER ROAD	848	
	SHORT ROAD	154	
	McDULLOUGH CLUB DRIVE	483	
	SUGAREE COMMONS DRIVE	407	
	ALLEY 16	128	
	ALLEY 18	220	
	ALLEY 21	170	
	ALLEY 22	159	
ALLEY 23	1,118		
ALLEY 24	1,371		
TOTAL LINEAR FEET MAP 14:		8,369	
15	CARLINGWOOD DRIVE	260 LF	
	MILLER LANE	269 LF	
	JACKS LANE	163 LF	
TOTAL LINEAR FEET MAP 15:		692	



NOTES:
 NOT A BOUNDARY SURVEY. FOR INFORMATIONAL PURPOSES ONLY. NOT INTENDED FOR RECORDATION, CONVEYANCES, OR SALES.

LEGEND

- RECORDED LOTS AND STREETS
- FUTURE DEVELOPMENT
- SUBDIVISION LIMITS (NC)
- RECORDED PLAT LIMITS

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED ON ITS ACCURACY.



THIS DRAWING AND/OR THE DESIGN SHOWN ARE THE PROPERTY OF ESP ASSOCIATES, INC. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED AND ANY REPRODUCTION WILL BE SUBJECT TO LEGAL ACTION.

ESP ASSOCIATES, INC.

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 Charlotte, NC 28241
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 Fort Mill, SC 29708
 704-583-6949 (NC)
 803-602-2445 (SC)
 www.espsociates.com



NO.	DATE	REVISION	BY

FINAL PLAT PROGRESS WORKSHEET McCULLOUGH NC SUBDIVISION	PROJECT NO. XXXX.XXX SHEET 1"=300' DATE 03-26-2020 DRAWN BY LKJ/RWC
LOCATED IN TOWN OF PINEVILLE MECKLENBURG COUNTY NORTH CAROLINA	CHECKED BY JES DATE SURVEYED N/A DRAWING NO. T044 OVERALL 03-26-20.DWG
FOR THE TOWN OF PINEVILLE	
4 SHEET 1 OF 1	



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
MISSION PROPERTIES to Mecklenburg County Land Use & Environmental Services
Agency dated: July 22, 2020 .

PROJECT NAME: TOWNES AT MCCULLOUGH - EMP# 405918

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE

[X] Subdivision OR [] Commercial

- [X] EROSION CONTROL ORDINANCE [X] FLOODPLAIN ORDINANCE
[] LAND DEVELOPMENT CODE [] NCDOT/MECKLENBURG DRIVEWAY PERMIT
[] PLANNING ORDINANCE [X] POST-CONSTRUCTION ORDINANCE
[] STORM DRAINAGE REQUIREMENTS [X] SUBDIVISION ORDINANCE
[] SWIM ORDINANCE [] UNIFIED DEVELOPMENT ORDINANCE
[] WATERSHED ORDINANCE [X] ZONING ORDINANCE
[] OTHER: <Other restrictions or compliance required >

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$519,400.00

- [] CHECK # <Check Number > (Made out to Mecklenburg County LUESA) CASH <Money Order Number>
[] LETTER OF CREDIT issued by: <Financial Institution Name > LC# <Letter of Credit #>
[X] SURETY issued by NGM Insurance Company Surety #S330048

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Construction Infrastructure -1 year minimum
- 2. BMP Infrastructure (prior to as-built) – 3 years
- 3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Subdivision Roadway Maintenance (80%) - 2 years from the date Town Board accepts streets. Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.
- 2. Subdivision Roadway Maintenance (25%) - 1 year from the date that lot build-out is complete for streets accepted by Town Board
- 3. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: **Fees are subject to change.**
 - \$735 Posting of a New Surety
 - \$735 Renewal of a Surety
 - \$735 Reduction of a Surety
 - \$735 Replacement of Surety
 - \$735 Release of a Surety
 - \$530 Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

Principal/Developer:

By: C. Jason McArthur (SEAL)

Print: Jason McArthur

Title: Manager



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: S330048

Obligee: Mecklenburg County Land Use & Environmental Services Agency
2145 Suttle Avenue, Charlotte, NC 28208
Attn: Bond Administrator

<u>MISSION PROPERTIES:</u>
<u>1114 CLEMENT AVENUE, SUITE 100:</u>
<u>CHARLOTTE, NC 28205:</u>
<u>704.307.8265:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>800-258-5310:</u>

Project: TOWNES AT MCCULLOUGH - EMP# 405918

MISSION PROPERTIES, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$ 519,400.00) FIVE HUNDRED NINETEEN THOUSAND FOUR HUNDRED dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 22 day of July, 2020.

Principal/Developer: Mission Properties

By: _____ (SEAL)

Print: JASON MCARTHUR

Title: MANAGER

Surety: NGM Insurance Company

By: Jennifer Underhill (SEAL)

Print: Jennifer Underhill

Title: Attorney in Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **James P Lowrey, Jennifer Taylor, Rose Magee, John R Halderman Jr, J Karl Sherrill Jr, Hilary A Baker, Megan J Schlueter, Thomas Fahy, Nicole Towsley, Michele Wood, Jennifer Underhill**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 22 day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
MISSION PROPERTIES to Mecklenburg County Land Use & Environmental Services Agency
dated: July 22, 2020.

PROJECT NAME: TOWNES AT MCCULLOUGH - EMP# 405918

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE

[X] Subdivision OR [] Commercial

- [X] EROSION CONTROL ORDINANCE [X] FLOODPLAIN ORDINANCE
[] LAND DEVELOPMENT CODE [] NCDOT/MECKLENBURG DRIVEWAY PERMIT
[] PLANNING ORDINANCE [X] POST-CONSTRUCTION ORDINANCE
[] STORM DRAINAGE REQUIREMENTS [X] SUBDIVISION ORDINANCE
[] SWIM ORDINANCE [] UNIFIED DEVELOPMENT ORDINANCE
[] WATERSHED ORDINANCE [X] ZONING ORDINANCE
[] OTHER: <Other restrictions or compliance required >

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$742,300.00

- [] CHECK # <Check Number > (Made out to Mecklenburg County LUESA) CASH <Money Order Number>
[] LETTER OF CREDIT issued by: <Financial Institution Name > LC# <Letter of Credit #>
[X] SURETY issued by NGM Insurance Company Surety # S330049

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

- 1. Construction Infrastructure -1 year minimum
- 2. BMP Infrastructure (prior to as-built) – 3 years
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GENERAL INFORMATION:

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- Bond Fee Schedule: **Fees are subject to change.**
 - \$735 Posting of a New Surety
 - \$735 Renewal of a Surety
 - \$735 Reduction of a Surety
 - \$735 Replacement of Surety
 - \$735 Release of a Surety
 - \$530 Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

Principal/Developer:

By: C. Jason McArthur (SEAL)

Print: Jason McArthur

Title: Manager



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: S330049

Obligee: Mecklenburg County Land Use & Environmental Services Agency
2145 Suttle Avenue, Charlotte, NC 28208
Attn: Bond Administrator

<u>MISSION PROPERTIES:</u>
<u>1114 CLEMENT AVENUE, SUITE 100:</u>
<u>CHARLOTTE, NC 28205:</u>
<u>704.307.8265:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>800-258-5310:</u>

Project: TOWNES AT MCCULLOUGH - EMP# 405918

MISSION PROPERTIES, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$742,300.00) SEVEN HUNDRED FORTY-TWO THOUSAND THREE HUNDRED dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 22 day of July, 2020.

Principal/Developer: Mission Properties

By: _____ (SEAL)

Print: JASON MCARTHUR

Title: MANAGER

Surety: NGM Insurance Company

By: Jennifer Underhill (SEAL)

Print: Jennifer Underhill

Title: Attorney-in-Fact

06-03067563



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

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does hereby make, constitute and appoint **James P Lowrey, Jennifer Taylor, Rose Magee, John R Halderman Jr, J Karl Sherrill Jr, Hilary A Baker, Megan J Schlueter, Thomas Fahy, Nicole Towsley, Michele Wood, Jennifer Underhill**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

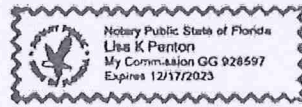


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

22 day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 1/20/2023

Re: Fall Fest Decision



Fall Fest Location. Parks & Rec needs to begin making commitments for music, rides, vendors, and other entertainment. Council needs to decide if they want Fall Fest to be at Lake Park or Jack Hughes Park, prior to February 1st.