

Join Zoom Meeting

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AGENDA

CALL TO ORDER

DISCUSSION ITEMS

- <u>1.</u> 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



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:

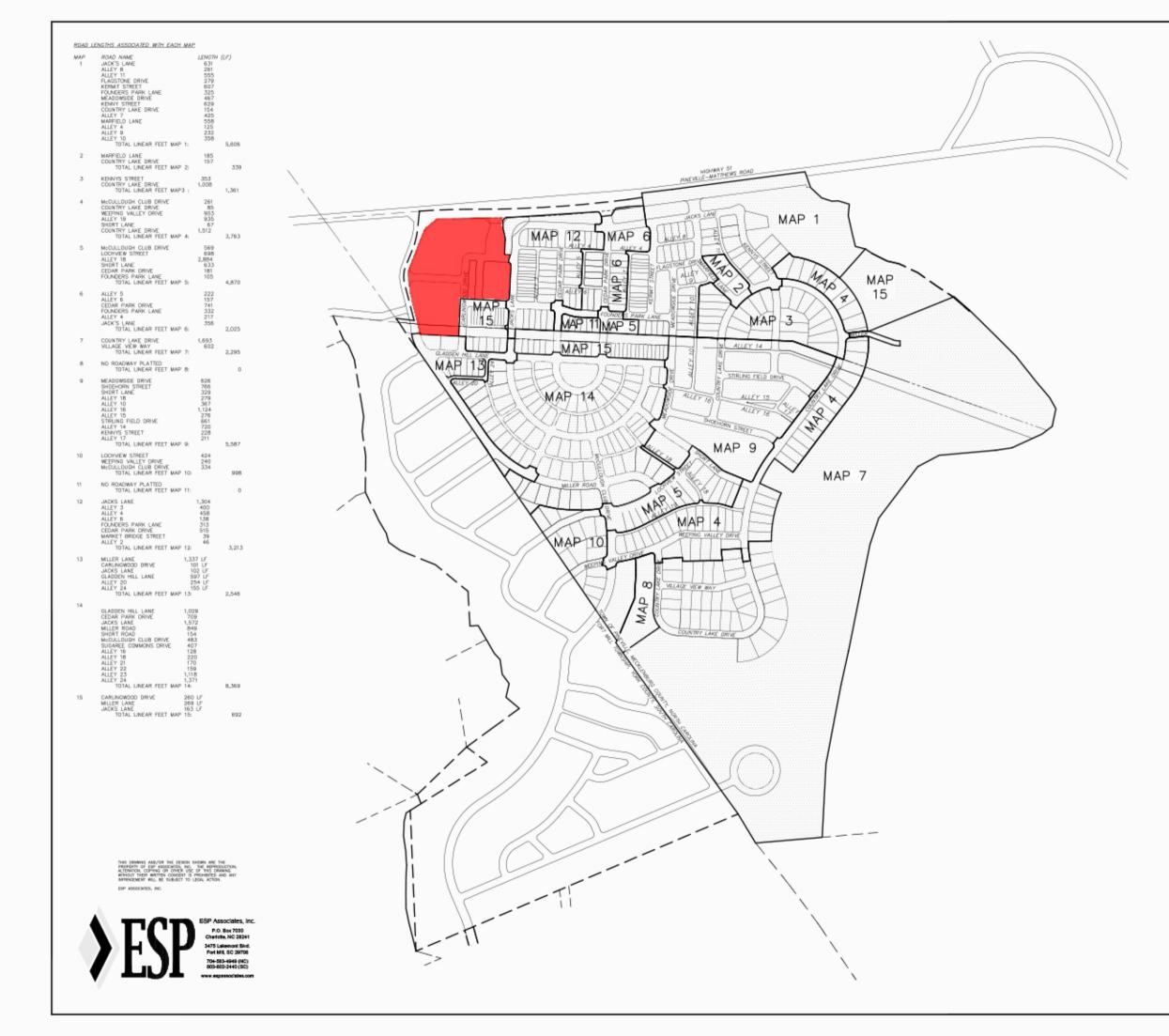
In recent years there have been changes to state law regarding municipalities, roads, and developer bonds. There are limits to bond dollar amounts and allowances for bond reductions for inspected and approved infrastructure. Roadway and infrastructure have been inspected and approved by Mecklenburg County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

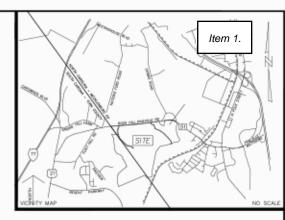
A complicating factor is the commercial or front parcel is under a separate third ownership (MPV properties). The commercial parcel does not have any public road associated with it. The adjacent public roads (McIntyre and Ivybrook) are with Mission Properties. There is one remaining commercial building 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.





NOTES. NOT A BOUNDARY SURVEY. FOR WEORMATIONAL PURPOSES ONLY. NOT WIENDED FOR RECORDATION, CONVEYANCES, OR SALES.





LEGEND

RECORDED LOTS AND STREETS

FUTURE DEVELOPMENT

RECORDED PLAT LIWITS

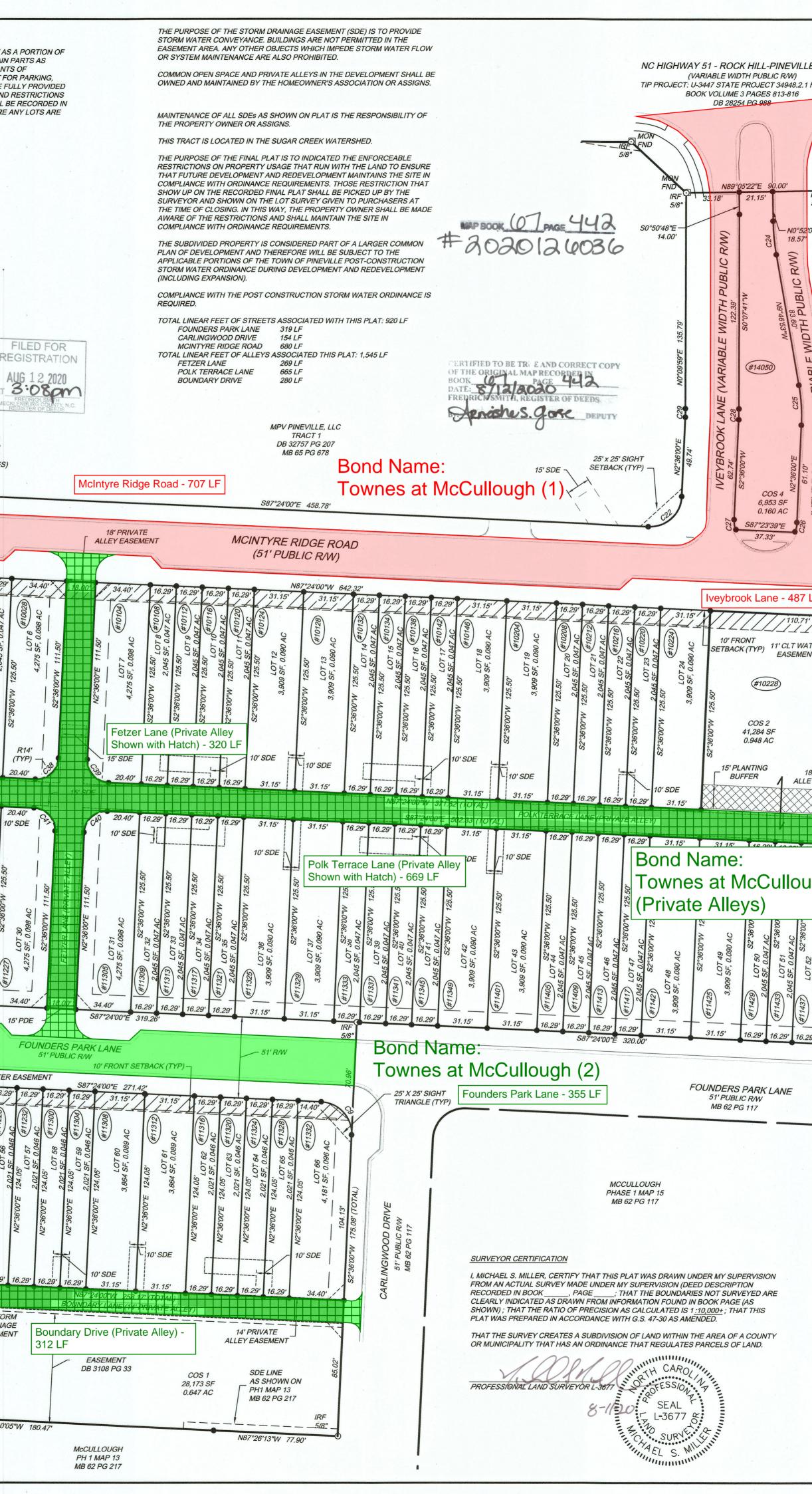
THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED ON ITS ACCURACY.



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NO.	DATE	PROGRESS	BY PROJECT INC. XXXXXXXXXX
WORKS	SHEET	I NC SUBDIVISION	1"=300' 03-26-2020 08481 81 LKJ/RWC
MECKI		TOWN OF PINEVILLE RG COUNTY DLINA	DATE SURVEY DATE SURVEYED N/A DRAWNO NO. TC44 OVERALL
		HE TOWN PINEVILLE	03-26-20.0wG



DEDICATION OF COMMON AREA NOTES: MCCULLOUGH TOWNHOMES LLC IN RECORDING THIS PLAT AS A PORTION OF SURVEY PREPARED WITH THE USE OF A TITLE REPORT. OWNES AT MCCULLOUGH MAP 1 HAS DESIGNATED CERTAIN PARTS AS AREAS COMPUTED BY COORDINATE METHOD. OMMON AREA" FOR USE BY THE HOMEOWNERS OR TENANTS OF PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, MCCULLOUGH NOT FOR THE USE BY GENERAL PUBLIC BUT FOR PARKING, EASEMENTS AND RESTRICTIONS OF RECORD. RECREATIONAL, AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DISTANCES UNLESS OTHERWISE NOTED. APPLICABLE TO MCCULLOUGH WHICH DECLARATIONS WILL BE RECORDED IN 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD. THE MECKLENBURG COUNTY REGISTRAR OF DEEDS BEFORE ANY LOTS ARE BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011). SOLD. BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM 8) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAP 3710442900K , EFFECTIVE DATE SEPTEMBER 2, 2015. 9) IRON PINS SET AT ALL CORNERS UNLESS NOTED OTHERWISE. 10) SUBJECT TRACT PIN 22101674 11) TOTAL AREA 355,215 SQUARE FEET OR 8.155 ACRES 12) TOTAL NUMBER OF LOTS 66 13) TOTAL NUMBER OF COS AREAS 4 DEEDS 20 THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY (1) CLASS OF SURVEY: "CLASS A (2) POSITIONAL ACCURACY: (3) TYPE OF GPS FIELD PROCEDURE: NCVRS (4) DATE OF SURVEY: <u>12/07/18</u> (5) DATUM/EPOCH: <u>NAD83 (2011) - EPOCH 2010.00</u> (6) PUBLISHED/FIXED-CONTROL USE: <u>NCVRS</u> (7) GEOID MODEL: <u>2012 (CONUS)</u> (8) COMBINED GRID FACTOR(S): <u>0.9998518045 (NGS MON. UN-3)</u> (9) UNITS: US SURVEY FEET <u>REFERENCES</u> DB. 33839 PG. 664 MB. 59 PG. 497 CHARLES MAG MB. 62 PG 117 STEPHEN MILLER NAIL BOUNDARY SURVEY PREPARED TP# 221-012-01 FOUND BY ESP ASSOC. DATED 5-24-18 DB 20114 PG 950 AREA CALCULATIONS: COS - 95.026 SF OR 2.182 AC 82,511 OR 1.894 AC LOTS - 177,678 SF OR 4.079 AC PRIVATE DRIVES - 20,582 SF OR 0.472 AC (INCLUDED IN COS AREA) DEDICATED AS PUBLIC DEDICATED RIGHT OF WAY AREA - 82,511 SF OR 1.894 AC ROAD RIGHT OF WAY PROPOSED CLT WATER EASEMENT (WIDTH VARIES) DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE 25' X 25' SIGHT I, HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING TRIANGLE (TYP) -STATE MAINTAINED ROADWAY(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAYS BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS NCDOT MONUMENT "BY-19" NC GRID COORDINATES NAD '83 (2011) DISTRICT ENGINEER N: 492,769.70 DATE: 08/11/2020 E: 1,426,794.50 ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY NAIL 10' X 70' SIGHT TRIANGLE (TYP FOUN **OWNER CERTIFICATION:** 60' PUBLIC FOR: MCCULLOUGH TOWNHOMES, LLC CONTROL CORNER I, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND N: 492677.24 DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF E: 1426876.15 THE TOWN OF PINEVILLE AND THAT I HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY FREE CONSENT. ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES, AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. STOPPING SIGHT DISTANCE C - Sam M'allan SIGNATURE OF OWNER(S) REPRESENTATIVE EASEMENT 8.11.20 31.14' DATE: DEDICATED AS PUBLIC R/W PROPOSED O' SDE CLT WATER APPROVAL CERTIFICATION: EASEMENT (WIDTH VARIES) MECKLENBURG COUNTY APPROVED IN ACCORDANCE WITH THE ENGINEERING REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF PINEVILLE, MECKLENBURG GOUNTY, NORTH CAROLINA. 12/20 10' X 70' SIGH TRIANGLE (TYP) APPROVAL CERTIFICATION: CHARLES I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON STEPHEN MILLER HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS TP# 221-012-02 OF THE TOWN OF PINEVILLE, NORTH CAROLINA AND THAT THIS DB 4833 PG 816 PLAT HAS BEEN APPROVED BY THE TOWN OF PINEVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF MECKLENBURG COUNTY, THE PLAT SHALL BE RECORDED WITHIN NINETY (90) CALENDAR DAYS OF THIS DATE. 2/12/20 VILLE, NORTH CAROLIN - 25' X 25' SIGHT TRIANGLE (TYP) 0 Z **REVIEW OFFICER:** -11' CLT WATER EASEMENT I, MANS MORE , REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. (#11220) 8/12/20 DATE: TOWN OF PINEVILLE, NORTH CAROLINA ZONING DATA: SUBJECT PROPERTY IS ZONED: RMX (CD) SETBACK REQUIREMENTS: 5°59'27 7.43' FRONT YARD: 10' 11' (WHEN CLT WATER EASEMENT IS PRESENT) 78°23'39"W 30.36' REAR YARD: 20' SIDE YARD: 5' LEGEND 15' STORM - DRAINAGE IPF - IRON PIPE FOUND EASEMENT IRF - IRON ROD FOUND IRS - IRON ROD SET CP - COMPUTED EASEMENT POINT CMF - CONCRETE MONUMENT MNF - MAG NAIL FOUND CP - COMPUTED POINT IRF 5/8" DB - DEED BOOK PB - PLAT BOOK PG - PAGE IRF 5/8' N87°10'05"W 180.47' SF - SQUARE FEET N84°17'47"W 7.4 SDE - STORM DRAINAGE EASEMENT (#XXXXX) - STREET ADDRESS ----



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Item 1.

FINAL PLAT TOWNES AT MCCULLOUGH MAP 1 PINEVILLE, NORTH CAROLINA OWNER: MCCULLOUGH TOWNHOMES LLC. 338 S SHARON AMITY RD, PMB 510 CHARLOTTE, NC 28211

CITY OF PINEVILLE	MECKLENBURG CO., N.C.
Date: 04/09/20	Scale: 1"= 40'
Sheet1 of 1	J.N.: 42285
Drawn by: TEJ	Checked by:MSM
Revised:	

SCALE 1" = 40'

40'



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: <u>MISSION PROPERTIES</u> to Mecklenburg County Land Use & Environmental Services Agency dated: <u>July 22, 2020</u>.

PROJECT NAME: TOWNES AT MCCULLOUGH - EMP# 405918

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF <u>PINEVILLE</u>

	Subdivision	OR	Commercial
\boxtimes	EROSION CONTROL ORDINANCE	\boxtimes	FLOODPLAIN ORDINANCE
	LAND DEVELOPMENT CODE		NCDOT/MECKLENBURG DRIVEWAY PERMIT
	PLANNING ORDINANCE	\boxtimes	POST-CONSTRUCTION ORDINANCE
	STORM DRAINAGE REQUIREMENTS	\boxtimes	SUBDIVISION ORDINANCE
	SWIM ORDINANCE		UNIFIED DEVELOPMENT ORDINANCE
	WATERSHED ORDINANCE	\square	ZONING ORDINANCE
	OTHER: <a>Other restrictions or complianc	e requi	red >

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

CHECK # <a>Check Number > ____ (Made out to Mecklenburg County LUESA) CASH <a>Conty Conty Conty

LETTER OF CREDIT issued by: _<Financial Institution Name > LC# _<Letter of Credit #>

Page 1 of 5

SURETY issued by <u>NGM Insurance Company</u> Surety #<u>S330048</u>

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 (requ

\$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: <u>C. Jason M'Arthun</u> (SEAL) Print: <u>Jason M'Arthur</u> Title: <u>Manager</u>



Item 1.

MECKLENBURG COUNTY

LAND USE & ENVIRONMENTAL SERVICES AGENCY

LAND DEVELOPMENT BOND

FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: <u>\$330048</u>

Obligee:

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

MISSION PROPERTIES:	NGM Insurance Company:
1114 CLEMENT AVENUE, SUITE 100:	55 West Street:
CHARLOTTE, NC 28205:	Keene, NH 03431:
704.307.8265:	800-258-5310:

Project: TOWNES AT MCCULLOUGH - EMP# 405918

<u>MISSION PROPERTIES</u>, as Principal and Developer, and <u>NGM Insurance Company</u>, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (<u>\$ 519,400.00</u>) <u>FIVE HUNDRED NINETEEN THOUSAND FOUR HUNDRED</u> 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	, 20 20 .
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Principal/Developer: Mission Properties	
Ву:	(SEAL)
Print: JASON MCARTHUR	
Title: MANAGER	
Surety: NGM Insurance Company	
By: <u>Sennifu Underhill</u>	_(SEAL)
Print: Jennifer Underhill	
Title: <u>Attorney in Fact</u>	

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:

Kimbuly 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.

Lbak Pente

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 $(\uparrow) \cap$

day of July

SENSITIVE

11

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: <u>MISSION PROPERTIES</u> to Mecklenburg County Land Use & Environmental Services Agency dated: <u>July 22, 2020</u>.

PROJECT NAME: <u>TOWNES AT MCCULLOUGH - EMP# 405918</u>

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE				
	Subdivision	OR	Commercial	
\boxtimes	EROSION CONTROL ORDINANCE	\boxtimes	FLOODPLAIN ORDINANCE	
	LAND DEVELOPMENT CODE		NCDOT/MECKLENBURG DRIVEWAY PERMIT	
	PLANNING ORDINANCE	\boxtimes	POST-CONSTRUCTION ORDINANCE	
	STORM DRAINAGE REQUIREMENTS	\boxtimes	SUBDIVISION ORDINANCE	
	SWIM ORDINANCE		UNIFIED DEVELOPMENT ORDINANCE	
	WATERSHED ORDINANCE	\boxtimes	ZONING ORDINANCE	
	OTHER: <a> Other restrictions or compliance	e requi	red >	

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

CHECK # CHECK # Check Number> (Made out to Mecklenburg County LUESA) CASH CASH Check Number>

LETTER OF CREDIT issued by: <u><Financial Institution Name ></u> LC# <u><Letter of Credit #></u>

SURETY issued by <u>NGM Insurance Company</u> Surety # <u>S330049</u>

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208 Attn: Land Development Bond Administrator Item 1.

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

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- 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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Fees are subject to change.

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- \$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: <u>C. Jasan Milithun</u> (SEAL) Print: <u>Jasan Mikrthur</u> Title: <u>Managur</u>



MECKLENBURG COUNTY

LAND USE & ENVIRONMENTAL SERVICES AGENCY

LAND DEVELOPMENT BOND

FOR USE BY SURETY

Date of Issue: July 22, 2020

Bond Number: <u>\$330049</u>

Obligee:

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

MISSION PROPERTIES:

NGM Insurance Company:

<u>1114 CLEMENT AVENUE, SUITE 100:</u>

CHARLOTTE, NC 28205:

704.307.8265:

55 West Street: Keene, NH 03431:

800-258-5310:

Project: TOWNES AT MCCULLOUGH - EMP# 405918

<u>MISSION PROPERTIES</u>, as Principal and Developer, and <u>NGM Insurance Company</u>, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$742,300.00_) <u>SEVEN HUNDRED FORTY-TWO THOUSAND THREE HUNDRED</u> 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	d	ay of	July , 20 20	
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Principal/Developer: Mission Properties	
By:	_(SEAL)
Print: JASON MCARTHUR	
Title: MANAGER	
Surety: NGM Insurance Company	

By:	Semmiler Underhill	(SEAL)
	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:

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

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:

Kimbuly 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.

Lbak Pente

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

day of July ,2020

SENSITIVE

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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.

06-0306

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Memorandum

To: Mayor and Town CouncilFrom: Ryan Spitzer

Date: 1/20/2023

Date: 1/20/2023

Re: Fall Fest Decision



<u>Fall Fest Location</u>. 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.