

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	July 16, 2025	<b>Meeting Date:</b>	July 21, 2025
<b>Contact Information:</b>			
<b>Requested by:</b>	Joanna Tennell		
<b>On Behalf of Organization or Individual:</b> Commerce Point, LLC			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	jtennell@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Approval and acceptance of Subdivision Performance Bonds and Secondary Plat for Commerce Point:			
Performance Bonds: 100168291: Earthwork - \$4,392.00 100168292: Storm sewers, swales & underdrains - \$18,389.64 100168293: Erosion control - \$5,149.14 100168294: Streets - \$62,055.60 100168295: Sidewalks - \$20,020.80 100168296: Survey monuments - \$1,200.00 100168297: Street signs - \$660.00			
<b>List Supporting Documentation Provided:</b>			
1. Subdivision Performance			
2. Original plat for signature to be provided at meeting			
<b>Who will present the request?</b>			
<b>Name:</b>	Joanna Tennell	<b>Telephone:</b>	317-736-3631

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*



**MERCHANTS**  
**BONDING COMPANY™**  
**Subdivision Performance Bond**

Bond Number 100168291  
Project Name Commerce Point  
Improvements Earthwork

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Four Thousand Three Hundred Ninety-Two DOLLARS,  
\$4,392 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Earthwork for Commerce Point have not been improved as required by the regulations and  
procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Earthwork according to specifications and  
regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of  
the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and  
save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work,  
by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the  
requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work,  
then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and  
remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of  
Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact  
Attorney-in-Fact (printed) Debbie S. Buckner

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST:

Jan Jones, Clerk-Treasurer

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Board Member

Board Member

Board Member

ATTEST:

Clerk-Treasurer



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbie S Buckner; William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

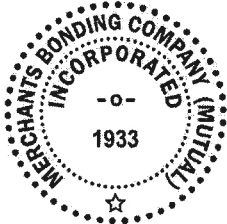
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



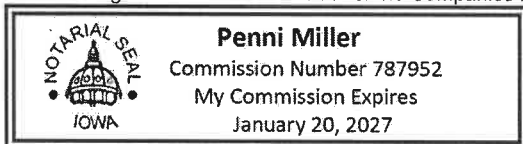
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



Secretary



**MERCHANTS**  
**BONDING COMPANY™**  
**Subdivision Performance Bond**

Bond Number 100168292  
Project Name Commerce Point  
Improvements Storm Sewers, Swales & Underdrains

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Eighteen Thousand Three Hundred Eighty-Nine and 64/100  
DOLLARS, \$18,389.64 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Storm Sewers, Swales & Underdrains for Commerce Point have not been improved as required by  
the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Storm Sewers, Swales & Underdrains  
according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the  
ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said  
work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by  
reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the  
materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of  
Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect.  
This performance bond shall be and remain in full force and effect until such time it is officially released by the Board of  
Public Works and Safety, City of Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company [Signature]  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact [Signature]  
Attorney-in-Fact (printed) Debbie S. Buckner

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST:

Jan Jones, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Board Member

Board Member

Board Member

ATTEST:

Clerk-Treasurer



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbie S Buckner; William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2025



Secretary



**MERCHANTS**  
**BONDING COMPANY<sup>TM</sup>**  
**Subdivision Performance Bond**

Bond Number 100168293  
Project Name Commerce Point  
Improvements Erosion Control

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Five Thousand One Hundred Forty Nine and 14/100  
DOLLARS, \$5,149.14 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Erosion Control for Commerce Point have not been improved as required by the regulations and  
procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Erosion Control according to  
specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules  
and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done,  
and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in  
completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being  
in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana,  
controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance  
bond shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and  
Safety, City of Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact  
Attorney-in-Fact (printed) Debbie S. Buckner

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST: \_\_\_\_\_  
Jan Jones, Clerk-Treasurer

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Board Member

Board Member

Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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Debbie S Buckner; William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

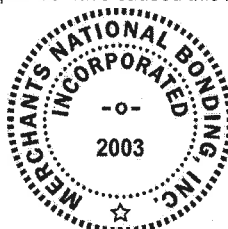
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



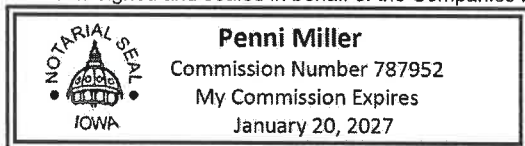
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



Secretary



**MERCHANTS**  
**BONDING COMPANY™**  
**Subdivision Performance Bond**

Bond Number 100168294  
Project Name Commerce Point  
Improvements Streets

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Six Two Thousand Fifty Five and 60/100 DOLLARS,  
\$62,055.60 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025, THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Streets for Commerce Point have not been improved as required by the regulations and procedures  
of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Streets according to specifications and  
regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of  
the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and  
save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work,  
by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the  
requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work,  
then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and  
remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of  
Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company [Signature]  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact [Signature]  
Attorney-in-Fact (printed) Debbie S. Buckner

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Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST:

Jan Jones, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Board Member

Board Member

Board Member

ATTEST:

Clerk-Treasurer



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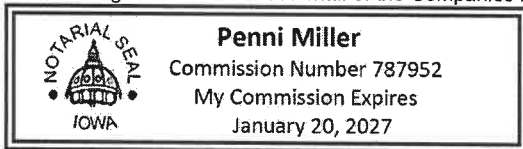
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



Secretary



**MERCHANTS**  
**BONDING COMPANY™**  
**Subdivision Performance Bond**

Bond Number 100168295  
Project Name Commerce Point  
Improvements Sidewalks

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Twenty Thousand Twenty and 80/100 DOLLARS, \$20,020.80  
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Sidewalks for Commerce Point have not been improved as required by the regulations and  
procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Sidewalks according to specifications and  
regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of  
the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and  
save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work,  
by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the  
requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work,  
then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and  
remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of  
Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company [Signature]  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact [Signature]  
Attorney-in-Fact (printed) Debbie S. Buckner

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Steve Barnett, Board Member

\_\_\_\_\_  
Ken Austin, Board Member

\_\_\_\_\_  
Tina Jobe, Board Member

ATTEST: \_\_\_\_\_  
Jan Jones, Clerk-Treasurer

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer



# MERCHANTS BONDING COMPANY<sup>TM</sup>

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbie S Buckner; William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



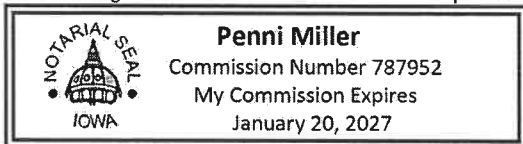
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2025



Secretary



**MERCHANTS**  
**BONDING COMPANY™**  
**Subdivision Performance Bond**

Bond Number 100168296  
Project Name Commerce Point  
Improvements Survey Monuments

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of One Thousand Two Hundred DOLLARS, \$1,200 for the  
payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Survey Monuments for Commerce Point have not been improved as required by the regulations and  
procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Survey Monuments according to  
specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules  
and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done,  
and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in  
completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being  
in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana,  
controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance  
bond shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and  
Safety, City of Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact  
Attorney-in-Fact (printed) Debbie S. Buckner

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST: \_\_\_\_\_  
Jan Jones, Clerk-Treasurer

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

ATTEST: \_\_\_\_\_  
Clerk-Treasurer



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbie S Buckner; William E Hodgkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



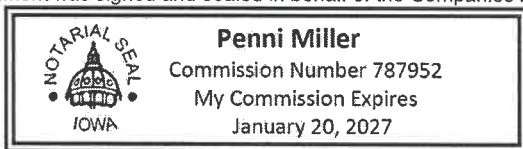
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2025



Secretary



**MERCHANTS**  
**BONDING COMPANY,**  
**Subdivision Performance Bond**

Bond Number 100168297  
Project Name Commerce Point  
Improvements Street Signs

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name Commerce Point, LLC as Principal  
Developer's Company Address 586 S. State Road 135, Suite G, Greenwood IN 46142 and  
Surety Company Name Merchants National Bonding, Inc.  
Surety Company Address PO Box 14498, Des Moines, Iowa 50306-3498 as Surety are held and firmly  
bound unto the City of Franklin, Indiana, in the penal sum of Six Hundred Sixty DOLLARS, \$660 for the payment of which  
we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 14th DAY OF July, 2025. THE CONDITIONS OF THE  
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Street Signs for Commerce Point have not been improved as required by the regulations and  
procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Commerce Point, LLC shall construct said Street Signs according to specifications  
and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations  
of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay  
and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said  
work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the  
requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work,  
then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and  
remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of  
Franklin, Indiana.

BY: Developer's Company Name (printed) Commerce Point, LLC  
Signature for Developer's Company  
Signatory Name & Title (printed) Stephen Schoolcraft, Managing Member

BY: Surety Company Name Merchants National Bonding, Inc.  
Signature of Attorney-in-Fact  
Attorney-in-Fact (printed) Debbie S. Buckner

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Steve Barnett, Board Member

Ken Austin, Board Member

Tina Jobe, Board Member

ATTEST:

Jan Jones, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Board Member

Board Member

Board Member

ATTEST:

Clerk-Treasurer



# MERCHANTS BONDING COMPANY<sup>TM</sup>

## POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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(Expiration of notary's commission  
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Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



Secretary