Development Services

MEMORANDUM

TO: KINGSPORT REGIONAL PLANNING COMMISSION

FROM: SAMUEL COOPER, PLANNER II

DATE: JULY 16, 2026

SUBJECT: SUBDIVISION BOND FOR BRICKYARD VILLAGE PHASE 1 REDUCTION & EXTENSION

FILE NUMBER: PD25-0170

The City currently holds a Subdivision Bond in the amount of, $116,778.59 for Brickyard Village Phase 1 development. The City Engineering Division has calculated an estimate for this extension to cover the cost of the required improvements necessary to meet the Minimum Subdivision Regulations for the Final Plat of Brickyard Village Phase 1. The revised estimate is for the amount of $85,651.47. An endorsement to change the existing subdivision bond amount will be submitted to the City for the amount matching the revised estimate. The remaining improvements are described on the attached bond estimate.

The current Subdivision Bond has a Performance Date of June 11, 2026, with an Expiration Date of September 11, 2026. The subdivision bond and accompanying endorsement will have a new Performance Date of April 16, 2027 and a new Expiration Date of July 16, 2027.

Staff recommends accepting the endorsement letter and extending the Subdivision Bond in the amount of $85,651.47 as calculated by the City Engineering Division, to cover all remaining improvements for the Brickyard Village Phase 1 development, contingent upon the endorsement letter being submitted and approved in a form acceptable to the City Attorney.

BOND ESTIMATE
Brickyard Village Phase 1

FILE NO. 2024-D4

May 22, 2026

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
Utilities - Storm					
1	1	EA	Stormwater Basin Completion & Conversion to Detention Basin (See Note Below)	$ 10,000.00	$ 10,000.00
Paving					
2	355	TON	1" Asphaltic Concrete Surface Mix (PG64-22, Grade D)	$ 173.15	$ 61,468.25
Signs and Pavement Markings					
3	2	EA	Plastic Pavement Marking (Stop Line)	$ 141.35	$ 282.70
4	7	EA	Plastic Pavement Marking (Cross-Walk)	$ 317.70	$ 2,223.90
5	4	EA	Plastic Pavement Marking (Roundabout)	$ 210.75	$ 843.00
				SUBTOTAL	$ 74,817.85
			CONTINGENCIES (6%)		$ 4,489.07
					$ 79,306.92
			CONSTRUCTION CONTRACT ADMINISTRATION & INSPECTION (8%)		$ 6,344.55
				TOTAL	$ 85,651.47

Notes: **As-Built estimate, Video and Water Testing is if C.O.K. installs infrastructure - Developer shall provide As-Built drawings, Videos and any Testing before any Utilities installed by others will be accepted by the City.**

Garret Burton
Civil Engineer I
City of Kingsport

May 22, 2026

Date

KINGSPORT
TENNESSEE

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: 515-243-3854

SUBDIVISION BOND

Bond No. 101251140

KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, Brickyard TN, LLC
135 E Main St., Kingsport, TN 37660
as Principal, and Merchants National Bonding, Inc. (hereinafter called the Surety) are held and firmly bound unto the City of Kingsport
415 Broad Street, Kingsport, TN 37660
as Obligee, in the penal sum of One Hundred Sixteen Thousand Seven Hundred Seventy Eight Dollars and 59/100 dollars ($116,778.59), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled Brickyard Village Phase 1

being an official plat lying within the City of Kingsport
County of Sullivan, State of TN.

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Brickyard Village Phase 1 - Utilities - Storm, Paving, Signs and Pavement Markings

ALL such improvements to be completed in accordance with approved subdivision plans, subdivision regulations, and Kingsport Code of Ordinances.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of August, 2025.

Brickyard TN, LLC
Principal

By Michael Foley
Michael Foley, Managing Member

Merchants National Bonding, Inc.

By Todd A. Stein
Todd A. Stein, Attorney-in-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003

CON 0303 (2/15)

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, **Todd A. Stein**

Surety Bond #: 101251140
Principal: Brickyard TN, LLC
Obligee: City of Kingsport

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 o 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 1st day of August , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 1st day of August, 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.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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 1st day of August , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

STATE OF TENNESSEE

THE DEPARTMENT OF COMMERCE AND INSURANCE

DIVISION OF INSURANCE

Whereas, Merchants National Bonding, Inc. **(NAIC #11595)**, a corporation organized under the laws of the state of **Iowa** and having complied with such of the requirements of the Insurance laws of Tennessee as are applicable to the said corporation in order to enable it to transact business herein; therefore, I, Commissioner of Commerce and Insurance, do hereby license and authorize the said **Merchants National Bonding, Inc.** subject to all the requirements and conditions of the laws to transact the business of **Casualty; Surety** in the State of Tennessee, from **August 1, 2012**, until suspended or revoked.

In witness whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at City of Nashville, in the State of Tennessee, this 29th day of August A.D. 2012

Julie Mix McPeak

Julie Mix McPeak
Commissioner
Department of Commerce and Insurance

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2024
Admitted Assets	
Bonds	$ 47,289,530
Stocks	10,930,558
Cash and Short-Term Investments	2,548,467
Other Invested Assets	235,256
Subtotal, Cash and Invested Assets	61,003,811
Premiums in the Course of Collection	14,784,942
Amounts Recoverable from Reinsurers	5,618,622
Other Assets	828,127
Total Admitted Assets	$ 82,235,502
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	$ 5,256,406
Unearned Premiums	14,372,566
Ceded Reinsurance Premiums Payable	17,246,285
Other Liabilities	7,041,926
Total Liabilities	43,917,183
Common Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	6,088,655
Unassigned Funds (Surplus)	29,229,664
Total Surplus	38,318,319
Total Liabilities and Policyholders' Surplus	$ 82,235,502

I, Elisabeth Sandersfeld, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

2/28/2025
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com