



MAINTENANCE BOND

Bond #: 999346176

KNOW ALL MEN BY THESE PRESENTS, that we,
JK Concrete Construction LLC

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Lee's Summit
at 220 SE Green Street, Lee's Summit, MO 64063
(hereinafter called the Oblige), in the penal sum of Sixty-eight Thousand Five Hundred Sixty-five Dollars And
Zero Cents (\$68,565.00)
for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: February 19, 2024

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for Woodland Oaks-Curbs,
Sidewalks and ADA Ramps

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of 36 months from and after the date of the completion of the contract indemnify the
Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

JK Concrete Construction LLC

The Ohio Casualty Insurance Company

By: [Signature] (Principal)

By: Timothy A. Mikolajewski
(Attorney-in-Fact) Timothy A. Mikolajewski





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: JK Concrete Construction LLC

Agency Name: Stafford & Stafford Insurance

Bond Number: 999346176

Obligee: City of Lee's Summit

Bond Amount: (\$68,565.00) Sixty-eight Thousand Five Hundred Sixty-five Dollars And Zero Cents

Contract Amount: (\$68,565.00) Sixty-eight Thousand Five Hundred Sixty-five Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 5th day of August, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 23 day of July, 2024 before me, the undersigned Notary Public,
personally appeared James Kidwell

on behalf of JK Concrete Construction LLC
(name of firm, corporation or partnership)

General Contractor, Upon being duly sworn, on his oath he does say that all of the persons, firms, and corporations, including affiant, and all subcontractors, who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction and improvements on the project hereinafter described, have been paid in full and that such work has been fully completed.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, financing statement, security agreement, or conditional bills of sale have been given or are now outstanding as to any materials placed upon or installed in the aforesaid project.

The General Contractor does, for a valuable consideration, hereby agree to indemnify and save the City of Lee's Summit, Missouri, harmless against any lien, claim or suit of, or by any general contractor, subcontractor, mechanic or materialman in connection with the construction of improvements on said project.

The improvements referred to herein are situated in the County of Jackson, City of Lee's Summit, State of Missouri, and the project is described as follows:

Name of Project: Woodland Oaks

The declarations herein contained are hereby affirmed.

James Kidwell
Signature of Affiant

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Julie D. Houston
Notary Public

My Commission Expires 5/25/25

JULIE D. HOUSTON
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires 05/25/2025
Commission # 13694862

Rev 07/2015