# **BOARD OF SUPERVISORS**

## **MADISON COUNTY, MISSISSIPPI**

Department of Engineering Tim Bryan, P.E., PTOE, County Engineer 3137 South Liberty Street, Canton, MS 39046 Office (601) 855-5582 FAX (601) 859-5857

#### **MEMORANDUM**

May 7, 2025

To: Casey Brannon, Supervisor, District I Trey Baxter, Supervisor, District II Gerald Steen, Supervisor, District III Karl Banks, Supervisor, District IV Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE County Engineer

Re: Letter of Credit

The Shores, Phase 2A & 2B

The Engineering Department requests the Board release the Letters of Credit for the final wearing surface for The Shores, Phases 2A & 2B and accept the One-Year Maintenance Letter of Credit in the amount of \$75,000.00.





1698 OLD FANNIN ROAD • FLOWOOD, MISSISSIPPI 39232 601-992-7119 • FAX: 601-992-7916

**DATE: April 17, 2025** 

## IRREVOCABLE STANDBY LETTER OF CREDIT

#### **BENEFICIARY:**

Madison County Board of Supervisors 146 West Center Street Canton, MS 39046

AMOUNT: \$75,000.00

**CREDIT NUMBER: 205** 

## FOR ACCOUNT OF:

Caroline Twenty-Two, LLC P.O. Box 1260 Ridgeland, MS 39158

**EXPIRATION: 02/05/2026** 

#### LADIES AND GENTLEMEN:

We hereby establish our Irrevocable Standby Letter of Credit No. 205 in your favor available by your draft(s) drawn on us at sight for up to the aggregate of \$75,000. This letter of credit secures the performance agreement with Caroline Twenty-Two, LLC for the continued maintenance of the final wearing course of The Shores, Phase 2A & 2B.

This letter of credit shall be valid until 02/05/2026 and is non-renewable.

Drafts drawn under this credit must be marked "Drawn under Bank of Forest, Letter of Credit No. 205 dated 04/17/2025.

The original of this Letter of Credit must be presented with any drawing. We hereby undertake to promptly honor drafts submitted by Beneficiary for all or any part of this Letter of Credit if presented at our office, 1698 Old Fannin Road, Flowood 39232, on or before the Expiration Date. Beneficiary shall submit to Bank of Forest a written signed and dated statement provided by a representative of a Beneficiary stating that Borrower is in default of its agreement/obligations to Beneficiary and/or the Letter of Credit will expire in less than 90 days and has not been extended.

Upon Bank of Forest honor of such drafts, Bank of Forest shall be fully discharged of its obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Page Two Letter of Credit #205

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

The deposits of Bank of Forest are insured by the Federal Deposit Insurance Corporation.

Sincerely,

By:

Alan Stringer, Rankin County President