

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 1/24/2013

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Invoking letter of credit.

Exact Wording for the Agenda:

Resolution authorizing the Clerk Treasurer to invoke Progress Bank Letter of Credit No. 9000049300 for Legacy Preserve Subdivision.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

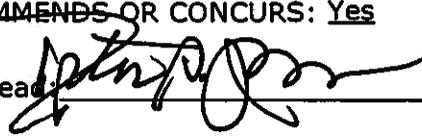
[Empty box for providing details on why the action is required, recommended, and what Council action will provide, allow, and accomplish.]

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: 1-14-13

RESOLUTION NO. 13-_____

WHEREAS, Progress Bank issued a certain letter of credit (No. 9000049300), a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Progress Bank Letter of Credit No. 9000049300, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 24th day of January, 2013.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 24th day of January, 2013.

Mayor of the City of
Huntsville, Alabama



201 Williams Avenue
Huntsville, Alabama 35801
Phone 256.319.3600

Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300

Beneficiary:

City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:

BWM Land, LLC
401 Meridian Street Ste 401
Huntsville, AL 35801

Bank:

Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit
Subdivision: Legacy Preserve Subdivision
Amount: \$32,500.00
Issue Date: 04/17/2009
Expiration Date: 04/16/2010

Amendment No.3

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

- 1) The maturity date is extended from 03/25/2012 to 02/14/2013

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

Kevin Wright
Senior Vice President
Progress Bank and Trust

W 2-28-12
S 2-28-12

OK
Legal
3-2-12

OK
CEB
3/6/12

SW
ST



201 Williams Avenue
Huntsville, Alabama 35801
Phone 256.319.3600

Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300

Beneficiary:

City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:

BWM Land, LLC
401 Meridian Street Ste 401
Huntsville, AL 35801

Bank:

Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subdivision: Legacy Preserve Subdivision
LOC Number: 9000049300
Amount: \$32,500.00
Issue Date: 04/16/2011
Expiration Date: 03/25/2012

MS
5/11/11

Amendment No.2

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

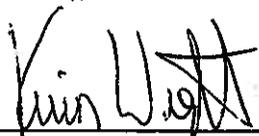
The amount is \$32,500.00

The maturity date is extended from 04/16/2011 to 03/25/2012

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,



Kevin Wright
Business Banker

OK
CEK
5/13/11

MW 5-11-11
OK REA 5/13/11

Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300

Beneficiary:

City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:

BWM Land, LLC
401 Meridian Street Ste 401
Huntsville, AL 35801

Bank:

Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit
Subdivision: Legacy Preserve Subdivision
LOC Number: 9000049300
Amount: \$32,500.00
Issue Date: 04/17/2009
Expiration Date: 04/16/2010

Amendment No.1

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

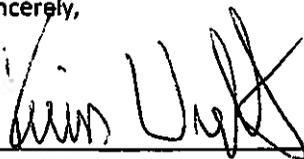
The amount will remain \$32,500.00

The maturity date is extended from 04/16/2010 to 04/16/2011

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,



Kevin Wright
Sr. Vice President

OK
CEP
5/12/10

OK MC 5/11/10

OK IMB 5/12/10

OK KCA 5/12/10

SW



201 Williams Avenue
Huntsville, Alabama 35801
Phone 256.319.3600

IRREVOCABLE LETTER OF CREDIT NO. 9000049300

Beneficiary:

City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:

BWM Land, LLC
401 Meridian St., Ste 301
Huntsville, AL 35801

Bank:

Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit for Legacy Preserve
Amount: \$32,500.00
Issue Date: 04/17/2009
Expiration Date: 04/16/2010

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective April 17, 2009, for a sum not to exceed \$32,500.00. Available by your one or more Drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Progress Bank and Trust.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

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.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Kevin R. Wright
Business Banker

OK
OER
5/8/09

OK DMB 5/8/09
OK DMB 5/4/9

OK KCA 5/6/09



First American Bank

SW
OK

AMENDMENT TO IRREVOCABLE LETTER OF CREDIT NO. 1808

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, Al. 35804

Account Party:

BWM Land, L.L.C.
401 Meridian St., Ste 301
Huntsville, Al. 35801

Issuing Bank:

First American Bank
100 Church St., Ste 200
Huntsville, Al. 35801

SUBDIVISION: Legacy Preserve

LOC Number: 1808

Amount: \$49,875.00

Date: 6/21/06

Expiration: 6/21/07

AMENDMENT NO. 2

We hereby amend our Irrevocable Standby Letter of Credit No. 1808 as follows:

The amount is reduced from \$49,875.00 to \$32,500.00

The maturity date is extended from 6/21/08 to 6/21/09

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

James W. Smith
Vice President

Barry Bryan
Vice President

OK
CEK
4/22/08

OK OK 4/18/8

MW 4-22-08 on RCA 4/22/08



First American Bank

AMENDMENT TO IRREVOCABLE LETTER OF CREDIT NO. 1808

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, AL 35804
(hereinafter "CITY")

Applicant:

BWM Land, L.L.C.
401 Meridian St. Ste 301
Huntsville, AL 35801
(hereinafter "DEVELOPER")

Issuing Bank:

First American Bank
100 Church Street
Huntsville, AL 35801
(hereinafter "FAB")

SUBDIVISION: Legacy Preserve
Sidewalks

LOC No. 1808
Amt: \$49,875.00
Date: 6/21/06
Expiration: 6/21/07

AMENDMENT NO 1.

We hereby amend our Irrevocable Standby Letter of Credit No. 1808 as follows:

The maturity date is extended from June 21, 2007 to June 21, 2008.

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

T. Chris Patty
Sr. Vice President

Michelle M. Goddard
Vice President

OK OK 6/7/07

*OK
CEK
6/13/07*

*M
W 6-11-07*

OK OK 6/11/07



First American Bank

IRREVOCABLE LETTER OF CREDIT NO. 1808

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, AL. 35804

Account Party:

BWM Land, L.L.C.
401 Meridian St., Ste 301
Huntsville, AL. 35801

Bank:

First American Bank
401 Meridian St., Ste 100
Huntsville, AL. 35801

Subject: Article 5 Sidewalk, Letter of Credit for Legacy Preserve
Amount: \$49,875.00
Issue Date: 6/21/06
Exp. Date: 6/21/07

lemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective June 21, 2006, for a sum not to exceed the aggregate of \$49,875.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to First American Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

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.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Chris Patty, Sr. Vice President

OK AED 6/27/06 OK
OK KCA 6/27/06 6/27/06

Michelle M. Goddard, Vice President