

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: 15.

Meeting Type: Regular

Meeting Date: Nov 3, 2016

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Invoking Letter of Credit.

Exact Wording for the Agenda:

Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 50035120 for Little Mountain II 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.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:  _____

Date: Oct 25, 2016

RESOLUTION NO. 16-_____

WHEREAS, Southern States Bank issued a certain letter of credit (No. 50035120), 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 Southern States Bank Letter of Credit No. 50035120, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 3rd day of November, 2016.

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

APPROVED this the 3rd day of November, 2016.

Mayor of the City of
Huntsville, Alabama



"The Common Sense Bank"

IRREVOCABLE LETTER OF CREDIT #500035120

Beneficiary:

City of Huntsville
P O Box 308
Huntsville, Alabama 35804

Account Party:

Little Mountain Development Co., LLC
5151 Research Drive NW
Huntsville, Alabama 35805

Bank:

Southern States Bank
4800 Whitesburg Drive, Suite 43
Huntsville, Alabama 35802

Subject: Article 5 Sidewalk Letter of Credit for
Phase II Little Mountain Subdivision, Huntsville, AL

Amount: \$59,752.80
Issue Date: 11/18/2015
Expiration Date: 11/17/2016

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective "DATE", for a sum not to exceed the aggregate of \$59,752.80. 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 Southern States 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.

Southern States Bank

BY: [Signature]
John T. McMullan, EVP/President Madison County

Date: NOV 18 2015

MW 11-20-15
MM 11-30-15

AM 12-2-15
OK
CEB
12/2/15



Amendment Number 006
to
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 006 Date: October 22, 2014
Amendment Number 005 Date: November 17, 2013
Amendment Number 004 Date: November 16, 2012
Amendment Number 003 Date: October 13, 2011
Amendment Number 002 Date: September 22, 2010
Amendment Number 001 Date: September 14, 2009
Original Issuance Date: November 13, 2008
Letter of Credit Number: 367000581608

Beneficiary:
 City of Huntsville, Alabama
 Clerk-Treasurer Office
 308 Fountain Circle
 Huntsville, AL 35801

Applicant:
 Little Mountain Development Company, LLC
 5151 Research Drive NW
 Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Re: Sidewalks

Dear Sir or Madam:

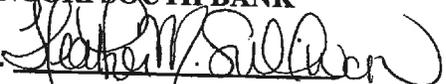
The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$59,752.80 is hereby amended on the indicated Amendment Number 006 Date as follows:

- The Date of Expiry is extended from **November 17, 2014 to November 17, 2015.**

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY: 

Heather M. Sullivan

ITS: Trade Finance Officer

OK
 CEY
 10/28/14

M, 10-27-14
 DS 10/24/14 via ECA 10/28/14



Amendment Number 005
to
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 005 Date: November 17, 2013
Amendment Number 004 Date: November 16, 2012
Amendment Number 003 Date: October 13, 2011
Amendment Number 002 Date: September 22, 2010
Amendment Number 001 Date: September 14, 2009
Original Issuance Date: November 13, 2008
Letter of Credit Number: 367000581608

Beneficiary:
City of Huntsville, Alabama
Clerk-Treasurer Office
308 Fountain Circle
Huntsville, AL 35801

Applicant:
Little Mountain Development Company, LLC
5151 Research Drive NW
Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Re: Sidewalks

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$74,955.00 is hereby amended on the indicated Amendment Number 005 Date as follows:

- The Date of Expiry is extended from **November 17, 2013 to November 17, 2014.**
- Letter of Credit Amount is hereby decreased by USD \$15,202.20, to an aggregate amount available not to exceed USD \$59,752.80.

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY: *Heather M. Sullivan*

Heather M. Sullivan

ITS: Trade Finance Officer

*OK
CEI
12/31/13*

MW 12-12-13

DB 12-12-13

*OK KCA
12/16/13*

EXT



Amendment Number 004
to
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 004 Date: November 16, 2012
Amendment Number 003 Date: October 13, 2011
Amendment Number 002 Date: September 22, 2010
Amendment Number 001 Date: September 14, 2009
Letter of Credit Number: 367000581608
Original Issuance Date: November 13, 2008

Beneficiary:
 City of Huntsville, Alabama
 Clerk-Treasurer Office
 308 Fountain Circle
 Huntsville, AL 35801

Applicant:
 Little Mountain Development Company, LLC
 5151 Research Drive NW
 Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Re: Sidewalks

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$74,955.00 is hereby amended on the indicated Amendment Number 004 Date as follows:

- The Date of Expiry is extended from **November 17, 2012 to November 17, 2013.**

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY: 

David E. Ferrell

ITS: Senior Vice President

DK
 CE18
 11/20/12

MW 11-19-12

DS 11-19-12

OU CEA
 11/19/12



S/W
ext

Amendment Number 003
to
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 003 Date: October 13, 2011
Amendment Number 002 Date: September 22, 2010
Amendment Number 001 Date: September 14, 2009
Letter of Credit Number: 367000581608
Original Issuance Date: November 13, 2008

Beneficiary:
City of Huntsville, Alabama
Clerk-Treasurer Office
308 Fountain Circle
Huntsville, AL 35801

Applicant:
Little Mountain Development Company, LLC
5151 Research Drive NW
Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Re: Sidewalks

Dear Sir or Madam:

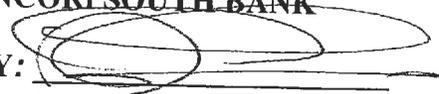
The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$74,955.00 is hereby amended on the indicated Amendment Number 003 Date as follows:

- The Date of Expiry is extended from **November 17, 2011 to November 17, 2012.**

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY: 

David E. Ferrell

ITS: Senior Vice President

ML
6
10-18-11

OK
CEK
10-29-11

ok DS 10-18-11

MW 10-19-11



S/W
JH

Amendment Number 002
to
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 002 Date: September 22, 2010
Amendment Number 001 Date: September 14, 2009
Letter of Credit Number: 367000581608
Original Issuance Date: November 13, 2008

Beneficiary:
City of Huntsville, Alabama
Clerk-Treasurer Office
308 Fountain Circle
Huntsville, AL 35801

Applicant:
Little Mountain Development Company, LLC
5151 Research Drive NW
Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Re: Sidewalks

Dear Sir or Madam: -

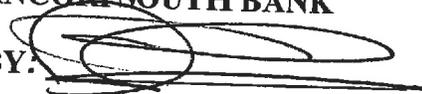
The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$74,955.00 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Date of Expiry is extended from **November 17, 2010 to November 17, 2011.**

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY: 

David E. Ferrell

ITS: Senior Vice President

OK
CEJ
9/29/10
OK OCC 9/28/10
M, 9-29-10 OK KCA

Little Mt + n 4
sidewalks



Amendment to Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 001

Amendment Number 001 Date: September 14, 2009

Letter of Credit Number: 367000581608

Original Issuance Date: November 13, 2008

Beneficiary:

City of Huntsville, Alabama
Clerk-Treasurer Office
308 Fountain Circle
Huntsville, AL 35801

Applicant:

Little Mountain Development Company, LLC
5151 Research Drive NW
Huntsville, AL 35805

Name of Subdivision: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision,
Huntsville, AL

Re: Sidewalks

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit ("Letter of Credit") in the aggregate amount of \$74,955.00 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Date of Expiry is extended from **November 17, 2009** to **November 17, 2010**.

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly and in writing if this amendment is not accepted by the Beneficiary. Rejection of any part of this amendment constitutes rejection of the entire amendment.

BANCORPSOUTH BANK

BY:

David E. Ferrell

ITS: Senior Vice President

OK
CEH
9/18/09

OK OKC 9/17/09
JIC TMB 9/18/09

OK KCA 9/18/09

OK
CEH
9/18/09



BancorpSouth®

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issuance: November 13, 2008

No.: 367000581608

Place of Issuance: BancorpSouth Bank
201 South Spring Street
P.O. Box 789
Tupelo, MS 38802
Attn: Trade Finance Department

Date of Expiry: November 17, 2009

Place of Presentment/Expiry: BancorpSouth Bank
603 Madison Street
Huntsville, Alabama 35801
Attn: Huntsville Division President

Beneficiary:
City of Huntsville, Alabama
Clerk-Treasurer Office
308 Fountain Circle
Huntsville, AL 35801

Applicant:
Little Mountain Development Company, LLC
5151 Research Drive NW
Huntsville, AL 35805

Bank:
BancorpSouth Bank
201 South Spring St.
P.O. Box 789
Tupelo, MS 38802
Attn: Trade Finance Dept.

Subject: Article 5 Sidewalk Letter of Credit for Phase II Little Mountain Subdivision, Huntsville, AL

Amount: \$74,955.00 USD

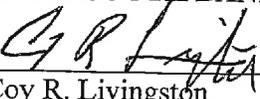
Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of the above-stated applicant for a sum not to exceed the above-stated amount, available by one or more of your drafts drawn on sight at the above-stated address or at the Office of the BancorpSouth Bank in the City of Huntsville, Alabama.

All draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored if drawn and presented for payment on or before the expiration date noted above and accompanied by a signed statement from a representative of the City of Huntsville, Alabama stating: **"This 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. 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 amended from time to time.

BANCORPSOUTH BANK

By: 
Coy R. Livingston
Executive Vice President

OK
CS/S
12/9/08

JK OK 11/19/08
u KCS 11/21/08