

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: May 28, 2015

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Invoke Letter of Credit.

Exact Wording for the Agenda:

Resolution authorizing the Clerk Treasurer to invoke First Commercial Bank Letter of Credit No. 966 for Hawk's Ridge 4th Addition 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: May 20, 2015

RESOLUTION NO. 15-\_\_\_\_\_

WHEREAS, First Commercial Bank issued a certain letter of credit (No. 966), 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 First Commercial Bank Letter of Credit No. 966, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 28th day of May, 2015.

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

APPROVED this the 28th day of May, 2015.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Hawks Ridge 4th  
Sidewalks

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.: 966



**First Commercial Bank**

Date of Amendment: 4/14/2014

Amendment No.: 7

**BENEFICIARY:**

**CITY OF HUNTSVILLE ALABAMA CLERK  
TREASURER OFFICE**

**CUSTOMER:**

**RESERVE DEVELOPMENT GROUP LLC**

Madam / Sir :

Upon the request of the Customer and with your approval, on 4/14/2014,

**1ST COMMERCIAL BK DIV SYNOVUS BANK**

as successor in interest by merger with

**FIRST COMMERCIAL BANK** ("Issuer") hereby amends its Irrevocable Letter  
of Credit No. 966, dated 6/18/2007 ("Letter of Credit"),  
of which you are the Beneficiary in the following respect:

Extend expiration date from 6/18/14 to 6/8/15.

(Reduce/Increase) available amount from N/A to N/A.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect, and the Issuer does expressly ratify and confirm Irrevocable Standby Letter of Credit No. 966, as amended herein.

Very truly yours,

**1ST COMMERCIAL BK DIV SYNOVUS BANK**

Name of Issuer

By:

Name/Title: CHARLES E. KETTLE, PRESIDENT & CEO

By:

Name/Title:

OK  
CEK  
4/22/14

DS 4-21-14

MW 4-17-14  
an ket  
4/22/14

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Hawks Ridge 4th  
Sidewalks

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.: 966



**First Commercial Bank**

Date of Amendment: 6/18/2013

Amendment No.: 6

**BENEFICIARY:**

**CITY OF HUNTSVILLE ALABAMA CLERK  
TREASURER OFFICE**

**CUSTOMER:**

**RESERVE DEVELOPMENT GROUP LLC**

Madam / Sir :

Upon the request of the Customer and with your approval, on 6/18/2013,

**1ST COMMERCIAL BK DIV SYNOVUS BANK**

as successor in interest by merger with

**FIRST COMMERCIAL BANK** ("Issuer") hereby amends its Irrevocable Letter  
of Credit No. 966, dated 6/18/2007 ("Letter of Credit"),  
of which you are the Beneficiary in the following respect:

Extend expiration date from 6/18/13 to 6/18/14.

(Reduce/Increase) available amount from N/A to N/A.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect, and the Issuer does expressly ratify and confirm Irrevocable Standby Letter of Credit No. 966, as amended herein.

Very truly yours,

**1ST COMMERCIAL BK DIV SYNOVUS BANK**

Name of Issuer

By:

Name/Title: **CHARLES E. KETTLE, PRESIDENT & CEO**

By:

Name/Title:

OIC  
CEH  
9/13/13

M  
N 9-4-13  
DS 9-5-13

OR KCA  
9/11/13



PO Box 040002  
Huntsville, AL 35804  
Phone 256-551-3300  
www.fcb-hsv.com

Hawks Ridge 4th -  
Sidehill!

## AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.: 966

Date of Amendment: 6/18/2012

Amendment No.: 5

BENEFICIARY:

CITY OF HUNTSVILLE, ALABAMA CLERK-  
TREASURER

CUSTOMER:

RESERVE DEVELOPMENT GROUP, LLC

Madam / Sir :

Upon the request of the Customer and with your approval, on 6/18/2012,

1ST COMMERCIAL BK DIV SYNOVUS BANK as successor in interest by merger with

FIRST COMMERCIAL BANK ("Issuer") hereby amends its Irrevocable Letter  
of Credit No. 966, dated 6/18/2007 ("Letter of Credit"),  
of which you are the Beneficiary in the following respect:

Extend expiration date from 6/18/2012 to 6/18/2013.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect, and the Issuer does expressly ratify and confirm Irrevocable Standby Letter of Credit No. 966, as amended herein.

Very truly yours,

1ST COMMERCIAL BK DIV SYNOVUS BANK

Name of Issuer

By:

Name/Title: W LEIGH PEGUES, EXECUTIVE VICE PRESIDENT

By:

Name/Title: \_\_\_\_\_

M 6-27-12  
W

DS 6-29-12

OK  
CEY  
7/1/12  
ON KEA 6/29/12



PO Box 040002  
Huntsville, AL 35804  
Phone 256-551-3300  
www.fcb-hsv.com

5/23/11  
JAT

AMENDMENT FOUR TO IRREVOCABLE LETTER OF CREDIT

LETTER OF CREDIT NO.: #966  
DATE OF AMENDMENT: June 18, 2011  
AMENDMENT NUMBER: 04

BENEFICIARY

City of Huntsville, Alabama  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804

CUSTOMER:

Reserve Development Group, LLC  
406 St. Charles St.  
Birmingham, AL 35209

Madam/Sir:

Upon the request of the Customer and with your approval, on June 18, 2011, Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #966 dated June 18, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Extend expiration date from June 18, 2011 to June 18, 2012.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank, a division of Synovus Bank  
256-551-3300

  
W. Leigh Pegues

Its: Executive Vice President

OK  
CAB  
6/24/11

ok DB 6-23-11  
12-11 mka 6/23/11

Hawks Ridge  
4th Addition  
Sidewalk

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

SLW  
gt

AMENDMENT THREE TO IRREVOCABLE LETTER OF CREDIT



LETTER OF CREDIT NO.: #966  
DATE OF AMENDMENT: June 18, 2010  
AMENDMENT NUMBER: 03

BENEFICIARY

City of Huntsville, Alabama  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804

CUSTOMER:

Reserve Development Group, LLC  
406 St. Charles St.  
Birmingham, AL 35209

Madam/Sir:

Upon the request of the Customer and with your approval, on June 18, 2010, Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #966 dated June 18, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Extend expiration date from June 18, 2010 to June 18, 2011.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank  
256-551-3300

W. Leigh Pegues

Its: Executive Vice President

OK  
CSA

OK vcc 6/21/10 OK KSA 6/21/10 6/22/10

P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Hinks Ridge  
4th Addition  
Sidewalk

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**AMENDMENT ONE TO IRREVOCABLE LETTER OF CREDIT**

**LETTER OF CREDIT NO.:** #966  
**DATE OF AMENDMENT:** June 18, 2009  
**AMENDMENT NUMBER:** 02

**BENEFICIARY**

City of Huntsville, Alabama  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804

**CUSTOMER:**

Reserve Development Group, LLC  
406 St. Charles St.  
Birmingham, AL 35209

Madam/Sir:

Upon the request of the Customer and with your approval, on June 18, 2009, First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #966 dated June 18, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Extend expiration date from June 18, 2009 to June 18, 2010.

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank  
256-551-3300

  
W. Leigh Pegues

Its: Executive Vice President

OK  
OE/8  
6/25/09

OK MK 6/19/09

6/25/09

OK KCA 6/25/09



P.O. Box 040002  
Huntsville, Alabama 35804  
256/551-3300

Hanks R.V.  
4th Add:  
Sidewalk

SW  
gt



**AMENDMENT ONE TO IRREVOCABLE LETTER OF CREDIT**

**LETTER OF CREDIT NO.:** #966  
**DATE OF AMENDMENT:** September 02, 2008  
**AMENDMENT NUMBER:** 01

**BENEFICIARY**

City of Huntsville, Alabama  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804

**CUSTOMER:**

Reserve Development Group, LLC  
406 St. Charles St.  
Birmingham, AL 35209

**Madam/Sir:**

Upon the request of the Customer and with your approval, on September 2, 2008, First Commercial Bank ("Lender") hereby amends its Irrevocable Letter of Credit No. #966 dated June 18, 2007 ("Letter of Credit"), of which you are the Beneficiary in the following respect:

- Increase the available amount from \$13,545.00 to \$17,145.00

This Amendment shall be deemed a part of the Letter of Credit and should be attached thereto. If the terms of the Letter of Credit require presentation thereof to Lender, as a condition to making a draw thereunder, this Amendment also must be presented.

Except to the extent specifically amended hereby, all other terms, provisions and conditions of the Letter of Credit shall remain unchanged and in full force and effect.

First Commercial Bank  
256-551-3300

  
W. Leigh Pegues

Its: Executive Vice President

OK  
CZ/k  
9/10/08

OK OK 9/8/8

OK TMR 9/10/8 m.r.l.s/d/08

P.O. Box 6-0002  
Huntsville, Alabama 35804  
256/551-3300

May 16, 2007



IRREVOCABLE LETTER OF CREDIT

**Beneficiary:**  
City of Huntsville, Alabama  
Clerk-Treasurer Office  
P. O. Box 308  
Huntsville, AL 35804

**Applicant:**  
Reserve Development Group, LLC  
406 St. Charles St  
Birmingham, AL 35209

**Bank:**  
First Commercial Bank  
301 Washington Street  
Huntsville, AL 35801

LOC No: 966

Amt: \$13,545.00

Date: June 18, 2007

Exp: June 18, 2009

Re: Article 5 Sidewalk Letter of Credit for:

HAWKS RIDGE FOURTH ADDITION, A RESUBDIVISION OF TRACT 1 OF HIGH MOUNTAIN ESTATES FOURTH ADDITION OF THE HIGH MOUNTAIN RESERVE AND A RESUBDIVISION OF TRACT 12 THRU 14 CHAPMAN COVE AND A RESUBDIVISION OF LOT A OF SADDLETREE (PLAT BOOK 17 PAGE 100) AND A RESUBDIVISION OF TRACT 1 AND LOT 10 OF HIGH MOUNTAIN ESTATES THIRD ADDITION, A RESUBDIVISION OF TRACT 11 OF CHAPMAN COVE AND A RESUBDIVISION OF LOT A OF SADDLETREE (PLAT BOOK 17 PAGE 100) AND A RESUBDIVISION OF TRACT 10 OF HIGH MOUNTAIN ESTATES SECOND ADDITION, A RESUBDIVISION OF TRACT 10 OF HIGH MOUNTAIN ESTATES AS RECORDED IN AN AFFIDAVIT BOOK 1006 PAGE 570

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of Reserve Development Group, LLC. effective June 18, 2007 for a sum not to exceed the aggregate of **Thirteen Thousand Five Hundred Forty-Five Dollars and Zero Cents (\$13,545.00)** available by your one or more of your 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 Commercial Bank in Huntsville.

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 deliver of the documents as specified.

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

This Letter of Credit is subject to the International Standby Practices 1998 (ISP98)

FIRST COMMERCIAL BANK OF HUNTSVILLE

Leigh Pegues

OK 6/18/07

OK.