



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/11/2025

**File ID:** TMP-5947

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke United Community Bank Letter of Credit No. 8000010617 for Estates at Morningside Mountain Phase 2 Subdivision.

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** Estates at Morningside Mountain Phase 2 Subdivision

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 25-\_\_\_\_\_**

**WHEREAS**, United Community Bank issued a certain letter of credit (No. 8000010617) 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 City Clerk be and is hereby authorized to present for payment to United Community Bank Letter of Credit No. 8000010617, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 11th day of September, 2025.

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

**APPROVED** this the 11th day of September, 2025.

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Mayor of the City of  
Huntsville, Alabama

**IRREVOCABLE LETTER OF CREDIT NO. 8000010617**

**Beneficiary:**

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

**Account Party:**

Enfinger Development LLC  
8624 South Memorial Parkway  
Huntsville, AL 35802

**Bank:**

United Community Bank  
201 Williams Avenue  
Huntsville, AL 35801

**Subject: Article 5 Sidewalk, Letter of Credit for The Estates at Morningside Mountain Phase 2, Madison County, Alabama**

**Amount:** \$23,135.25  
**Issue Date:** 9/15/2024  
**Expiration Date:** 9/15/2025

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit # **8000010617** in your favor, effective **September 15, 2024**, for a sum not to exceed the aggregate of **\$23,135.25**. 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 United Community 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.

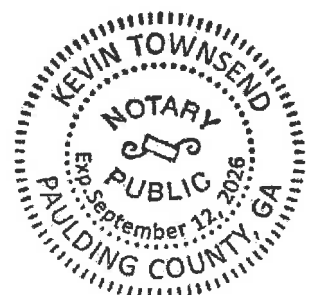
This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

United Community Bank

  
Gary Guthrie  
President, Builder Finance

Sworn to and subscribed before me this 22<sup>nd</sup> day August, 2024.

Notary Public Kevin Townsend



MM 9/6/24

M 9-2-24  
W

SE. 9/6/24



**IRREVOCABLE LETTER OF CREDIT NO. 8000010617**

**Beneficiary:**

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

**Account Party:**

Enfinger Development, LLC  
8624 South Memorial Pkwy  
Huntsville, AL 35802

**Bank:**

United Community Bank  
201 Williams Avenue  
Huntsville, AL 35801

**Subject:** Article 5 Sidewalk Letter of Credit for The Estates at Morningside Mountain Phase 2 Huntsville, Madison County, Alabama.

**Amount:** \$27,929.75  
**Issue Date:** 09/15/2023  
**Expiration Date:** 09/15/2024

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit # 8000010617 in your favor, effective September 15, 2023, for a sum not to exceed the aggregate of \$27,929.75. 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 United Community 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.

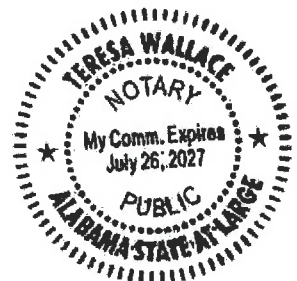
This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

United Community Bank

  
Scott Seeley  
Senior Vice President

Sworn to and subscribed before me this 11<sup>th</sup> day of September, 2023

Notary Public Teresa Wallace



201 Williams Avenue  
Huntsville, AL 35801