



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 1/22/2026

**File ID:** TMP-6449

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke SouthState Bank Letter of Credit No. 17003006376 for Oak Meadow Phase 1 Subdivision.

Resolution No.

### **Finance Information:**

**Account Number:** TBD

**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:** Oak Meadow Phase 1 Subdivision

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

### **Additional Comments:**

**RESOLUTION NO. 26-\_\_\_\_\_**

**WHEREAS**, SouthState Bank issued a certain letter of credit (No. 17003006376) 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 SouthState Bank Letter of Credit No. 17003006376, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 22nd day of January, 2026.

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

**APPROVED** this the 22nd day of January, 2026.

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Mayor of the City of  
Huntsville, Alabama

# SouthState

## Amendment to Standby letter of credit 17003006376

**Beneficiary**  
City of Huntsville  
P.O. Box 308  
Huntsville, AL 35801  
(hereinafter "City")

**Applicant**  
Breland Homes, LLC  
2101 W. Clinton Avenue Ste. 201  
Huntsville AL 35805  
(hereinafter "Developer")

**Bank**  
SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

### Re: Extend maturity of sidewalk letter of credit 17003006376, Oak Meadow Ph. 1

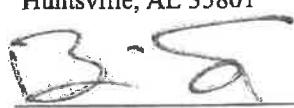
Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **February 15, 2022**, in your favor for the account of **Breland Homes, LLC**. Effective **February 3, 2025**, the letter of credit maturity date will be extended 12 months to **February 15, 2026**, available by your one or more drafts at sight on us.

Except to the extent expressly provided herein, all other terms and conditions of subject Letter of Credit will remain the same.

**The original and the amendment of this letter of credit must be presented with any drawings.**

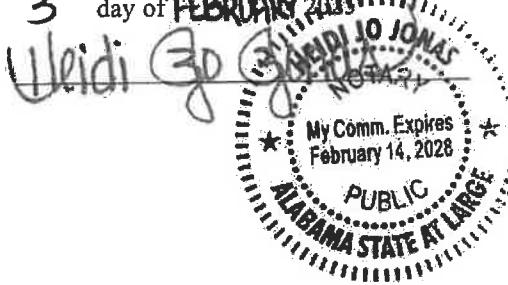
**Issued By:** SouthState Bank  
415 Meridian Street  
Huntsville, AL 35801



Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the

3 day of FEBRUARY 2025



M 2/10/25 MM 2/14/25

2/10/25 SE 2/8/25



Amendment to Standby letter of credit 17003006376

Beneficiary  
City of Huntsville  
P.O. Box 308  
Huntsville, AL 35801  
(hereinafter "City")

Applicant  
Breland Homes, LLC  
2101 W. Clinton Avenue Ste. 201  
Huntsville AL 35805  
(hereinafter "Developer")

Bank  
SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Re: Extend maturity of sidewalk letter of credit 17003006376, Oak Meadow Ph. 1**

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **February 15, 2022**, in your favor for the account of Breland Homes, LLC. Effective **January 12, 2024**, the letter of credit maturity date will be extended 12 months to **February 15, 2025**, available by your one or more drafts at sight on us.

Except to the extent expressly provided herein, all other terms and conditions of subject Letter of Credit will remain the same.

**The original and the amendment of this letter of credit must be presented with any drawings.**

**Issued By:** SouthState Bank  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
day of 2024

2-6-24 5E 2/8/24  
12-29-24  
MM 2/1/24

# SouthState

## Irrevocable Standby Letter of Credit No. 17003006376

**Beneficiary**

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

**Applicant**

Breland Homes, LLC  
2101 West Clinton Avenue  
Suite 201  
Huntsville, AL 35805

**Bank**

SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Amount:** \$125,000.00

**Issue Date:** February 15, 2022

**Expiration Date:** February 15, 2024

**Re: Article 5 Sidewalk, Letter of Credit for Oak Meadow Ph. 1**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **February 15, 2022**, for a sum not to exceed the aggregate of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$125,000.00). 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 SouthState Bank, NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized 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 draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents 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.



Brian Shelton, Senior Vice President

MM 2-16-22

BS 2/16/22

MM 2/15/22

MM 2-18-22