

RESOLUTION 12-174

BE IT RESOLVED by the City Council of Decatur, Morgan County, in the State of Alabama, that it appearing the Bid of PNC Bank, NA, having been the lowest and best bid for furnishing funding for the Lazy River at Point Mallard, in accordance with specifications provided, and from evidence submitted it appearing that such vendor is qualified and able to fulfill the requirements of the specifications, said bid is hereby adopted and authorizes Mayor to execute a general obligation instrument with said bidder in the amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00).

Adopted this 6th day of August, 2012

Bid Tabulation

12-011 Funding for Lazy River

Item	PNC	CB&S	Renasant	Regions	BBVA Compass
Basic Interest Rate (Fully funded)	2.11%	4.95%	3.99%	3.10%	2.90%
Maturity	10 Years	10 Years	10 Years	10 Years	10 Years
Interest after maturity	Prime + 1%	Prime + 1%	30 day Libor + 2.75%	Not provided	Not provided
Payments	Semi-Annual	Monthly	Monthly	Monthly	Monthly
Amortization	19 years	19 years	18 years	19 years	19 years
Interest-Only Period	12 months	12 months	24 Months	12 months	12 months
Prepayment Penalty	Yes	Not addressed	No	Yes	Yes
	Yield spread differential			1% first 5 years. None thereafter	Yield spread differential
Fees	None	None	None	Yes - \$5000 closing	Yes - City to Pay
Bid Expiry	None provided	None provided	30 Days	Yes: 6/15/12	None provided

[Date]

[Customer Name]

[Address]

Attention: _____

Re: **Forward Fixed Rate Lock Letter**

Dear _____:

_____ (the "**Company**") has requested that PNC Bank, National Association (the "**Bank**") provide the Company with a forward rate commitment (the "**Forward Rate**") for the [describe subject loan] (the "**Facility**") described in the [commitment letter/letter agreement] dated _____, _____ (the "**Commitment**"). The Forward Rate is offered at a fixed rate of _____ percent (____%) per annum for a principal amount of \$_____ beginning no later than _____, _____ (the "**Rate Lock Expiration Date**"). Principal and interest under the Facility shall be repaid as provided in the Commitment.

The Bank is willing to commit to the Forward Rate upon the terms and conditions specified herein, subject to execution and delivery of the definitive documentation for the Facility in form and content satisfactory to the Bank and satisfaction of the other terms and conditions as are set forth in the Commitment. The documentation must be executed and delivered and funding of the Facility must occur by a date (the "**Closing Date**") which is no later than the Rate Lock Expiration Date.

By accepting this letter, the Company agrees that in the event that for any reason the Closing Date does not occur on or before the Rate Lock Expiration Date, the Bank shall not be obligated to provide the Forward Rate and the Company shall pay to the Bank the amount of any loss or expense which the Bank may sustain or incur as a result of the Company's failure to close the Facility by such date, including but not limited to any loss of margin, loss or expense incurred in liquidating or employing deposits from third parties and any loss or expense incurred in connection with funds acquired by the Bank to fund borrowings subject to the Forward Rate. Such payment shall be due two (2) business days after the Bank gives notice to the Company of the amount thereof, setting forth in reasonable detail the basis for the calculation thereof. A certificate by the Bank as to such amount shall be conclusive if made in good faith. The Company acknowledges and agrees that such amount represents reasonable compensation for loss of bargain and is not a penalty.

[Customer Name]

[Date]

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This letter is governed by the laws of _____. No modification or waiver of any of the terms of this letter will be valid unless agreed to in writing by the Bank. When accepted, this letter will constitute the entire agreement between the Bank and the Company concerning the Forward Rate, and shall supersede all prior and contemporaneous understandings and agreements (written or oral) relating thereto.

To accept this letter, please sign the enclosed copy where indicated below and return it to the Bank no later than the Bank's close of business on _____, _____. If this letter is not accepted by said date, this letter will automatically terminate without liability or further obligation of the Bank.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Customer Name]

[Date]

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ACCEPTANCE

The Company hereby agrees to the above provisions, intending to be legally bound hereby. The Company understands that the above provisions may obligate the Company to make a significant payment to the Bank in the event the Closing Date does not occur by the Rate Lock Expiration Date, and the amount of any such payment cannot be predicted in advance of such event. The Company is fully informed of and is capable of evaluating, and has evaluated, the potential financial risks and benefits and the appropriateness in light of its individual circumstances, of this letter. The Company is entering into this letter in reliance only upon its own judgment, and is not relying upon any representations, warranty, views or advice of the Bank.

[COMPANY]

By: _____

Name: _____

Title: _____