FINANCE COMMITTEE

13-0481R

RESOLUTION AUTHORIZING A LINE OF CREDIT IN THE AMOUNT OF $300,000 FOR THE ARROWHEAD ZOOLOGICAL SOCIETY.

CITY PROPOSAL:

RESOLVED, that the city council hereby authorizes a line of credit in the amount of $300,000 for the Arrowhead Zoological Society subject to a fully executed promissory note, substantially the same as that on file in the office of the city clerk as Public Document No. _____, requiring loan repayment at 2.5% interest with the entire outstanding principal amount due and payable on October 1, 2016, funds to be paid from the Zoo Fund, Loans Receivable (Fund 200-1330).

Approved:

Department Director

Approved for presentation to council:

Chief Administrative Officer

Approved as to form:

Attorney

Approved:

Auditor

FIN/ATTY GBJ:de 09/10/2013

STATEMENT OF PURPOSE: This resolution authorizes a line of credit in the amount of $300,000 for the Arrowhead Zoological Society subject to a fully executed Promissory Note which provides for interest at 2.5% per annum and for all outstanding principal amounts to be due and payable on October 1, 2016.

ARROWHEAD ZOOLOGICAL SOCIETY
LINE OF CREDIT PROMISSORY NOTE

$300,000.00 December __, 2013

FOR VALUE RECEIVED, Arrowhead Zoological Society, a 501(c)(3) Minnesota Non-Profit (the "Maker), having an office at 7210 Fremont Street, Duluth, MN 55807, does hereby promise to pay to the order of the City of Duluth, Minnesota (the "Lender"), at such place as Lender may designate in writing in lawful money of the United States of America, the principal sum of up to Three Hundred Thousand Dollars ($300,000.00), or such lesser amount as may be borrowed by the Maker as Advances under this line of credit promissory note (the "Note").

This Note shall bear interest at the rate of two and one-half percent (2.5%) per annum.

The entire outstanding principal amount of this Note shall be due and payable on October 1, 2016 (the "Maturity Date").

1. Advances. Subject to the provisions of Section 2 below, the Maker shall have the right, at any time or from time to time prior to the Maturity Date to request loans and advances from the Lender (individually an "Advance" and collectively, the "Advances"). Each such Advance shall be reflected on Schedule A to this Note and initialed as received by the Chief Administrative Officer of the Maker.

2. Use of Proceeds. All proceeds received by the Maker from each Advance made by the Lender under this Note shall be used by the Maker solely to pay fees and expenses to be incurred by the Maker in connection with the operation of the Duluth zoo.

3. Payment on Maturity Date; Prepayments. The entire unpaid Advances under this Note shall be due and payable in full on the Maturity Date. At any time, and from time to time before the Maturity Date, Maker shall have the right to prepay all or any part of the Advances, in whole or in part, without premium or penalty. On the Maturity Date, if this Note has not been paid in full, it shall bear interest from inception at the rate of four percent (4%) per annum until paid in full.

4. Choice of Law; Venue and Jurisdiction. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the state of Minnesota. The exclusive venue and/or jurisdiction for any proceeding that may be brought in connection with this Note shall be in state court located in Duluth, Minnesota, and each of the parties hereto irrevocably consents to such venue and/or jurisdiction.

5. Miscellaneous Provisions.

(a) This Note may not be amended or modified, and revision hereto shall not be effective, except by an instrument in writing executed by Maker and Lender.

(b) Any and all notices, demands or requests required or permitted to be given under this Note shall be given in writing and sent, by registered or certified U.S. mail, return receipt requested, by hand, or by overnight courier, addressed to the parties hereto at their addresses set forth above or such addresses as they may from time-to-time designate by written notice, given in accordance with the terms of this Section. A party may change its address for notification purposes by giving the other parties notice in accordance with the terms of this Section 5(b) of the new address and the date upon which it shall become effective.

(c) Maker hereby waives presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note, and expressly agrees that, without in any way affecting the liability of Maker hereunder, Lender may extend the time for payment of any amount due hereunder and release any party liable hereunder without in any other way affecting the liability and obligation of Maker. Maker shall pay all attorneys' fees and other costs of collection actually incurred by Lender in connection with Lender enforcing its rights under this Note to receive payment or otherwise.

IN WITNESS WHEREOF, Maker has executed this Note as of the date first set forth above.

ARROWHEAD ZOOLOGICAL SOCIETY

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of December, 2013, by _____, the _____, of Arrowhead Zoological Society, a 501(c)(3) Non-Profit existing under the laws of the State of Minnesota, on behalf of the Society.

NOTARIAL STAMP OR SEAL

_____
Signature of Person Taking
Acknowledgment

SCHEDULE A

Date of Advance	Amount of Advance	Initials of Officers of Maker, Acknowledging Receipt of Advance