



**Spokane Park Board
Finance Committee Minutes**

3 p.m. Tuesday, Sept. 6, 2022

In-person: Riverfront Park Pavilion
1st floor City Hall, 808 W. Spokane Falls Blvd.
Spokane, WA 99201

WebEx virtual meeting:

Mark Buening – Parks Finance/Budget Director

Committee members

X Bob Anderson – Chair
X Greta Gilman
X Gerry Sperling
X Nick Sumner

Additional Park Board members

Jennifer Ogden

Parks staff

Garrett Jones
Mark Buening
Megan Qureshi
Fianna Dickson
Mark Poirier
Al Vorderbrueggen
Jonathan Moog
Nicholas Hamad
Jennifer Papich
Jerry Stacy

Summary

- The Park Operations Equipment Financing/Turf Star Equipment and Huntington Bank proposal was presented by Mark Buening.
 - The motion passed unanimously. This will be presented to Park Board as a consent agenda item.
- The 2023 Budget was presented by Mark Buening.
- Park Fund/2023 Fund Balance Projection was presented by Garrett Jones.
- The August financials were presented by Mark Buening who reviewed each operating division.

The next regularly scheduled meeting is 3 p.m. Oct. 11, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 3:18 p.m. by committee chair Bob Anderson.

Action items:

1. [Park Operations Equipment Financing/Turf Star Equipment and Huntington Bank](#) – Mark Buening presented. In 2020, the purchase of new equipment was authorized for Park Ops by the Park Board. The equipment was leased from Turf Star and financed by Huntington Bank. Though the transaction for Golf went as planned, Park Ops experienced significant delays in receiving their equipment. Contracts were drawn up in anticipation of receiving the equipment, but long delays caused the financing package to expire and require new ones. The proposal is for two separate contracts, with lists for equipment and financing tables on each. These are substantively different than the initial contracts, with interest and principal rates higher, due to inflationary increases and some substitution of equipment. This has been brought before Park Board so Parks may begin to contribute toward their financial obligation of purchasing the equipment. There will be a third contract brought before Park Board, once the remaining equipment has been received. The first contract includes a monthly rental payment of \$2,228 and the second includes a monthly rental payment of \$4,048.

Motion 1: Bob Anderson moved to approve the proposed Park Operations Equipment Financing/Turf Star Equipment and Huntington Bank.

Gerry Sperling seconded.

The motion passed unanimously (4-0 vote).

The committee agreed to recommend this action item to the Park Board as a consent agenda item.

Discussion items:

1. 2023 Budget – Mark Buening presented an overview of the Crosswalk from 2022 Adopted Budget to 2023 Initial Budget, which is a work in progress. There are revenue increases in the General Fund, Wastewater, Riverfront Revenue Adjustment and Recreation Revenue Adjustment, which are inclusive of some Parks facility fee increases within Recreation. 2023 recommended revenues are about \$24.3 million. Adopted Expenditures are about \$23.6 million. The biggest change this month, since the last committee meeting is the M&P COLA amount. This includes projected anniversary step increases for M&P and 270 employees, and projected inflationary increases totaling about \$1.3 million. Benefits Adjustments are about \$260,000, Centennial Trail Maintenance is up at \$20,000, Vehicle Lease is \$165,000, Net Recreation Operating Changes is about \$48,000, Net Park Ops Operating Changes is down at about \$200,000, Net Change in RFP Operating is about \$137,000. The \$230,000 COLA Reserve has been built into the Salary Adjustments and has been reduced. Capital Reserve was reduced by \$250,000 and Interfund Charges went up to about \$800,000. 2023 Recommended Expenditures are about \$25 million. Expenditures exceed revenues by approximately \$867,000. Parks anticipates there may be an adjustment to the Risk Management Rate, but there will be challenges to arrive at a balanced budget, due to the COLA amounts and interfund charge increases.

2. Park Fund/2023 Fund Balance Projection – Garrett Jones presented. Staff is working with the City on a proposed 2023 Risk Fund allocation. Staff is evaluating best- and worst-case scenarios above and beyond 5% reserve to utilize as one-time investments included in 2023 Budget.

Standing report items:

1. [August financials](#) – Mark Buening presented an overview of the August financials. All revenues are higher, but expenditures are higher, as well. Utilities posted after the preliminary report. Inflation has

contributed to higher costs in fertilizer, fuel, and pool chemicals. 1) Natural Resources – Revenues are about \$9,000 less, with expenditures at about \$165,000 more than last year. Expenditures over revenues are about \$173,000 more than last year, due to higher temp/seasonal costs. 2) Recreation – Revenues are about \$316,000 more than last year. Expenditures are about \$544,000 more. Expenditures over revenues is about \$228,000 more than last year. SEEK Grant YTD revenues are about \$33,000, with YTD expenditures at about \$59,000. 3) Riverfront Park – Revenues are about \$642,000 greater than last year. Expenditures are about \$393,000 over last year. Overall expenditures over revenues are about \$250,000 less than last year. 4) Park Ops – Revenues are roughly the same as last year, about \$1,500 greater. Expenditures are about \$228,000 greater than last year, mostly due to temp seasonal hires, and supplies. Overall expenditures over revenues are about \$226,000 more than last year. 5) Admin – Revenues are about \$429,000 more than last year. Overall operating expenditures are about \$550,000 more than last year, mostly due to interfund charges, and services and charges. Overall revenues over expenditures are about \$1.37 million less than last year. 6) Capital – Expenditures are about \$52,000 less than last year. 7) 1400 – Revenues are \$1.4 million more than last year. Operating expenditures are about \$1.9 million more than last year. Overall revenues over expenditures are about \$500,000 more than last year. Fund balance reserves are about \$2.5 million. 8) Golf – Without the Facility Improvement Fee, revenues are about \$138,000 more than last year, and expenditures are about \$143,000 more than last year. Facility Improvement Fee revenues are about \$625,000. The Facility Improvement Fee reserve for debt service is about \$2.1 million. 9) 1950 – Mr. Buening presented a spreadsheet which provided an overview of Fund 1950.

Adjournment: The meeting adjourned at 4:12 p.m.

The next regularly scheduled meeting is 3 p.m. Oct. 11, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	September 6, 2022		
Requester	Mark Buening	Phone number: 509-625-6544	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input checked="" type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park Operations Equipment Lease / Purchase Agreements		
Begin/end dates	Begins: 08/01/2022	Ends: 09/01/2027	<input type="checkbox"/> Open ended
Background/history: Park Operations has an aging inventory of maintenance equipment requiring constant repair and increasing costs in replacement parts and labor for keeping existing equipment in running order. No significant investment has been made in maintenance equipment for several years. The Park Board authorized a lease purchase of new equipment not to exceed \$100,000 a year, and specific lease agreements were approved in September of 2021. However, due to extreme delays in equipment delivery, and a change of lease terms due to higher prices in equipment and lease terms, these lease agreements must be presented to the Park Board once again for approval.			
Motion wording: Approve the lease agreements with TurfStar Western Equipment and Huntington Bank (Lease 1 - \$214,256.51 and Lease 2 - \$116,980.15)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Mark Buening Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Lease 1 - \$48,980.16 (Annual amount) 1950-54920-94000-54501-99999 Lease 2 - \$26,742.24 1950-54920-94000-54501-99999			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Amendment to Contract

Date: July 22, 2022
The "Contract": Lease Number 008-0676522-304 Dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441441

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

- Section 17 - Purchase Option.** Clause (a) of the first sentence of Section 17 of the Contract is hereby amended and restated in its entirety to read as follows:

"(a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; provided, that, upon satisfaction of the foregoing conditions and with no further action on YOUR part required, YOU will automatically be deemed to have exercised and fully consummated the foregoing purchase option, even if YOUR One Dollar payment to US is never invoiced by US nor paid by YOU;"

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

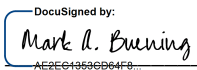
This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Spokane

By:  _____
AE2EG1959D64F8

Mark A. Buening,
Director of Budget & Finance



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021
(TAX-EXEMPT)**

LESSOR	Name The Huntington National Bank	Email: customerservice@financediv.com
	Address 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	Fax Number: 319-833-4577

LESSEE	Full Legal Name City of Spokane	Email: Fax:
	Primary Address 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	Fiscal Year End: December

LEASE PAYMENT INFORMATION	Principal Portion: \$116,980.15	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>
	Interest Rate: 5.39%	Payment Frequency: Monthly
	Maximum Lease Term: 60 Months	

BANK QUALIFIED	This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.
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TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. 008-0676522-304 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

- LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.
- TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**
- LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% of the amount due or the maximum amount permitted by law, whichever is less, from the due date.
- CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.
- NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.
- WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions. City of Spokane Legal Name of Lessee By <u>Mark A. Buening</u> Signature <small>DocuSigned by: AE2EC1353CD64F8...</small> Print Name and Title <u>Mark A. Buening, Director of Budget & Finance</u>
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LESSOR SIGNATURE	Name of Lessor <u>The Huntington National Bank</u> By _____ Signature Print Name and Title _____ <u>008-0676522-304</u> Lease Number
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CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee. Signature: _____ Title: <u>Director of Parks and Recreation</u> THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.
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8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

10. ASSIGNMENT. YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if any substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. UCC – ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

22. BANK QUALIFICATION. If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease will be governed and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION. This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes. There shall be only one original counterpart of this Lease and it shall bear OUR original ink or electronic signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR ink or electronic original signature. YOU consent to the use of electronic signatures on this Lease and any related documents.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

LEASE PAYMENT SCHEDULE

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE*: _____

INTEREST RATE: 5.39%

PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month after the Commencement Date, and subsequent Lease Payments shall be due monthly on the same day of each month thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				116,980.15
1	2,228.52	525.44	1,703.08	115,277.07
2	2,228.52	517.79	1,710.73	113,566.34
3	2,228.52	510.10	1,718.42	111,847.92
4	2,228.52	502.38	1,726.14	110,121.78
5	2,228.52	494.63	1,733.89	108,387.89
6	2,228.52	486.84	1,741.68	106,646.21
7	2,228.52	479.02	1,749.50	104,896.71
8	2,228.52	471.16	1,757.36	103,139.35
9	2,228.52	463.27	1,765.25	101,374.10
10	2,228.52	455.34	1,773.18	99,600.92
11	2,228.52	447.37	1,781.15	97,819.77
12	2,228.52	439.37	1,789.15	96,030.62
13	2,228.52	431.34	1,797.18	94,233.44
14	2,228.52	423.27	1,805.25	92,428.19
15	2,228.52	415.16	1,813.36	90,614.83
16	2,228.52	407.01	1,821.51	88,793.32
17	2,228.52	398.83	1,829.69	86,963.63
18	2,228.52	390.61	1,837.91	85,125.72
19	2,228.52	382.36	1,846.16	83,279.56
20	2,228.52	374.06	1,854.46	81,425.10
21	2,228.52	365.73	1,862.79	79,562.31
22	2,228.52	357.37	1,871.15	77,691.16
23	2,228.52	348.96	1,879.56	75,811.60
24	2,228.52	340.52	1,888.00	73,923.60
25	2,228.52	332.04	1,896.48	72,027.12
26	2,228.52	323.52	1,905.00	70,122.12
27	2,228.52	314.97	1,913.55	68,208.57
28	2,228.52	306.37	1,922.15	66,286.42
29	2,228.52	297.74	1,930.78	64,355.64
30	2,228.52	289.06	1,939.46	62,416.18
31	2,228.52	280.35	1,948.17	60,468.01
32	2,228.52	271.60	1,956.92	58,511.09
33	2,228.52	262.81	1,965.71	56,545.38
34	2,228.52	253.98	1,974.54	54,570.84
35	2,228.52	245.11	1,983.41	52,587.43

36	2,228.52	236.21	1,992.31	50,595.12
37	2,228.52	227.26	2,001.26	48,593.86
38	2,228.52	218.27	2,010.25	46,583.61
39	2,228.52	209.24	2,019.28	44,564.33
40	2,228.52	200.17	2,028.35	42,535.98
41	2,228.52	191.06	2,037.46	40,498.52
42	2,228.52	181.91	2,046.61	38,451.91
43	2,228.52	172.71	2,055.81	36,396.10
44	2,228.52	163.48	2,065.04	34,331.06
45	2,228.52	154.20	2,074.32	32,256.74
46	2,228.52	144.89	2,083.63	30,173.11
47	2,228.52	135.53	2,092.99	28,080.12
48	2,228.52	126.13	2,102.39	25,977.73
49	2,228.52	116.68	2,111.84	23,865.89
50	2,228.52	107.20	2,121.32	21,744.57
51	2,228.52	97.67	2,130.85	19,613.72
52	2,228.52	88.10	2,140.42	17,473.30
53	2,228.52	78.48	2,150.04	15,323.26
54	2,228.52	68.83	2,159.69	13,163.57
55	2,228.52	59.13	2,169.39	10,994.18
56	2,228.52	49.38	2,179.14	8,815.04
57	2,228.52	39.59	2,188.93	6,626.11
58	2,228.52	29.76	2,198.76	4,427.35
59	2,228.52	19.89	2,208.63	2,218.72
60	2,228.52	9.80	2,218.72	0.00
Grand Totals	133,711.20	16,731.05	116,980.15	

In Process

Lessee: City of Spokane

By:  _____
AE2EC1359DB04F8...

Mark A. Buening,
 Director of Budget & Finance

*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

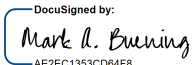
EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Groundsmaster 5900 together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$116,980.15

In Process

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Mark A. Buening,
Director of Budget & Finance

**RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304
DATED AS OF July 21, 2021**

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **008-0676522-304** dated **July 21, 2021** (the "Lease"), in principal amount not to exceed **\$116,980.15**, between **City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; and prescribing other details in connection therewith.

WHEREAS, City of Spokane, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Washington; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Spokane:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Director of Budget & Finance of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Washington.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Garrett Jones

Printed Name of Clerk, Secretary or Assistant Secretary



Self-Insurance Addendum

The "Contract": Lease Number 008-0676522-304 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

This Addendum is part of, and reference is hereby made to, the above-referenced Contract between Lessee and Lessor.

Notwithstanding the provisions in the Contract requiring Lessee to procure and maintain insurance, so long as Lessee is not in default under the Contract or any other agreement between Lessor and Lessee, and provided that there shall be no material adverse change in the financial condition of Lessee from and after the date of this Addendum (as determined by Lessor in its sole discretion), Lessee may self-insure against physical loss or damage to the Equipment, as defined in the Contract, to the same extent it self-insures equipment and other goods which it owns that are similar in nature to the Equipment, provided such self-insurance program is not inconsistent with prudent industry practice.

Lessee shall deliver to Lessor a self-insurance certificate with respect to Equipment which Lessee will self-insure, substantially in the form attached to this Addendum.

In the event (a) Lessee ceases to be self-insured or elects not to be self-insured with respect to a specific item of Equipment, or (b) Lessor notifies Lessee that Lessee may no longer self-insure due to a default having occurred under the Contract or another agreement between Lessee and Lessor or due to a material adverse change in the financial condition of Lessee, then this Addendum shall become void and Lessee shall immediately procure and maintain all insurance as required pursuant to the terms of the Contract, but excluding the terms of this Addendum.

Except as expressly set forth in this Addendum, nothing herein shall be deemed to modify Lessee's obligations under the Contract.

7/27/2022

Dated as of _____

Lessee: City of Spokane

DocuSigned by:
 By: Mark A. Buening
AE7EC1353CD84E8

Mark A. Buening,
 Director of Budget & Finance

The "Contract": Lease Number 008-0676522-304 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

SELF-INSURANCE CERTIFICATE – PROPERTY DAMAGE

To Lessor:

This is to acknowledge that the above-referenced Lessee is under a self-insurance program for physical loss or damage with respect to the Equipment described in the Contract between Lessee and Lessor, for any loss or damage to the Equipment. Lessee further certifies that it will notify Lessor in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence.

7/27/2022

Dated as of _____

Lessee: City of Spokane



DocuSigned by:
Mark A. Buening
AE2EC1353CD64F8...

Mark A. Buening,
Director of Budget & Finance



LESSEE FACT SHEET
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-304 DATED AS OF July 21, 2021

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: 2304 E. Mallon Ave., Spokane, WA 99202

2. Send bills to the following address: Parks Accounting
808 W. Spokane Falls Blvd., Spokane, WA 99201
ATTENTION: Donald Coley

3. Name of person who issues payment and Phone number: Mark Buening
509-625-6544

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:
Name: Conner Thorne Phone: 509-625-6091 E-mail: wthorne@spokanecity.org
Address: 808 W. Spokane Falls Blvd, Spokane, WA 99201

5. Fiscal year end: December 31

Certificate Of Completion

Envelope Id: 44772839665C419BA6C5941C6C69AAC2	Status: Sent
Subject: Please DocuSign: City of Spokane MOD HNB Lease.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Marisa Meyers
Time Zone: (UTC-06:00) Central Time (US & Canada)	1405 Xenium Lane N
	Plymouth, MN 55441
	marisa.meyers@huntington.com
	IP Address: 170.128.39.30

Record Tracking

Status: Original	Holder: Marisa Meyers	Location: DocuSign
7/22/2022 10:09:53 AM	marisa.meyers@huntington.com	

Signer Events

Mark A. Buening
 mbuening@spokanecity.org
 Finance Director
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 155.190.3.5

Timestamp

Sent: 7/22/2022 10:14:51 AM
 Viewed: 7/22/2022 10:36:16 AM
 Signed: 7/27/2022 1:38:34 PM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:31:50 PM
 ID: d0432009-bcea-4998-8e38-c2fc6015aa18
 Company Name: The Huntington National Bank

Garrett Jones
 gjones@spokanecity.org
 Director, Parks and Recreation
 City of Spokane Parks
 Security Level: Email, Account Authentication (None), Access Code

Sent: 7/27/2022 1:38:35 PM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:59:34 PM
 ID: 95acb486-83f0-4e33-b1da-b28587ec124c
 Company Name: The Huntington National Bank

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

Marc Cahalan marc.j.cahalan@huntington.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/22/2022 10:14:52 AM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events **Signature** **Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2022 10:14:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservice@financediv.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@financediv.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@financediv.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to customerservice@financediv.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021
(TAX-EXEMPT)**

LESSOR	Name The Huntington National Bank	Email: customerservice@financediv.com	
	Address 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	Fax Number: 319-833-4577	
LESSEE	Full Legal Name City of Spokane	Email: Fax:	
	Primary Address 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	Fiscal Year End: December	FEIN: 91-6001280
LEASE PAYMENT INFORMATION	Principal Portion: \$214,256.51	Lease Payments: See Attachment 1: <i>Lease Payment Schedule</i>	BANK QUALIFIED This Governmental Lease-Purchase Agreement is hereby NOT designated as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.
	Interest Rate: 5.39%	Payment Frequency: Monthly	
	Maximum Lease Term: 60 Months		

TERMS AND CONDITIONS

Please read this Governmental Lease-Purchase Agreement No. 008-0676522-303 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM: This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% of the amount due or the maximum amount permitted by law, whichever is less, from the due date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferrable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.	LESSOR SIGNATURE	Name of Lessor The Huntington National Bank
	City of Spokane Legal Name of Lessee		By <i>Amanda Carter</i> Signature Print Name and Title <i>Amanda Carter Operations</i>
	By <i>Mark A. Buening</i> Signature Print Name and Title Mark A. Buening Finance Director		008-0676522-303 Lease Number

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature: <i>Garrett Jones</i> Title: Director, Parks and Recreation
THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.	

ORIGINAL

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

10. ASSIGNMENT. YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

22. BANK QUALIFICATION. If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE find this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease will be governed and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION. This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes. There shall be only one original counterpart of this Lease and it shall bear OUR original ink or electronic signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR ink or electronic original signature. YOU consent to the use of electronic signatures on this Lease and any related documents.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

LEASE PAYMENT SCHEDULE

LESSOR: The Huntington National Bank

LESSEE: City of Spokane

COMMENCEMENT DATE*: 6-30-22

INTEREST RATE: 5.39%

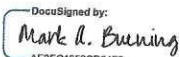
PAYMENT FREQUENCY: Monthly

The first Lease Payment shall be due in arrears on the date that is one month after the Commencement Date, and subsequent Lease Payments shall be due monthly on the same day of each month thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				214,256.51
1	4,081.68	962.37	3,119.31	211,137.20
2	4,081.68	948.36	3,133.32	208,003.88
3	4,081.68	934.28	3,147.40	204,856.48
4	4,081.68	920.15	3,161.53	201,694.95
5	4,081.68	905.95	3,175.73	198,519.22
6	4,081.68	891.68	3,190.00	195,329.22
7	4,081.68	877.35	3,204.33	192,124.89
8	4,081.68	862.96	3,218.72	188,906.17
9	4,081.68	848.50	3,233.18	185,672.99
10	4,081.68	833.98	3,247.70	182,425.29
11	4,081.68	819.39	3,262.29	179,163.00
12	4,081.68	804.74	3,276.94	175,886.06
13	4,081.68	790.02	3,291.66	172,594.40
14	4,081.68	775.24	3,306.44	169,287.96
15	4,081.68	760.39	3,321.29	165,966.67
16	4,081.68	745.47	3,336.21	162,630.46
17	4,081.68	730.48	3,351.20	159,279.26
18	4,081.68	715.43	3,366.25	155,913.01
19	4,081.68	700.31	3,381.37	152,531.64
20	4,081.68	685.12	3,396.56	149,135.08
21	4,081.68	669.87	3,411.81	145,723.27
22	4,081.68	654.54	3,427.14	142,296.13
23	4,081.68	639.15	3,442.53	138,853.60
24	4,081.68	623.68	3,458.00	135,395.60
25	4,081.68	608.15	3,473.53	131,922.07
26	4,081.68	592.55	3,489.13	128,432.94
27	4,081.68	576.88	3,504.80	124,928.14
28	4,081.68	561.14	3,520.54	121,407.60
29	4,081.68	545.32	3,536.36	117,871.24
30	4,081.68	529.44	3,552.24	114,319.00
31	4,081.68	513.48	3,568.20	110,750.80
32	4,081.68	497.46	3,584.22	107,166.58
33	4,081.68	481.36	3,600.32	103,566.26
34	4,081.68	465.19	3,616.49	99,949.77
35	4,081.68	448.94	3,632.74	96,317.03

36	4,081.68	432.62	3,649.06	92,667.97
37	4,081.68	416.23	3,665.45	89,002.52
38	4,081.68	399.77	3,681.91	85,320.61
39	4,081.68	383.23	3,698.45	81,622.16
40	4,081.68	366.62	3,715.06	77,907.10
41	4,081.68	349.93	3,731.75	74,175.35
42	4,081.68	333.17	3,748.51	70,426.84
43	4,081.68	316.33	3,765.35	66,661.49
44	4,081.68	299.42	3,782.26	62,879.23
45	4,081.68	282.43	3,799.25	59,079.98
46	4,081.68	265.37	3,816.31	55,263.67
47	4,081.68	248.23	3,833.45	51,430.22
48	4,081.68	231.01	3,850.67	47,579.55
49	4,081.68	213.71	3,867.97	43,711.58
50	4,081.68	196.34	3,885.34	39,826.24
51	4,081.68	178.89	3,902.79	35,923.45
52	4,081.68	161.36	3,920.32	32,003.13
53	4,081.68	143.75	3,937.93	28,065.20
54	4,081.68	126.06	3,955.62	24,109.58
55	4,081.68	108.29	3,973.39	20,136.19
56	4,081.68	90.45	3,991.23	16,144.96
57	4,081.68	72.52	4,009.16	12,135.80
58	4,081.68	54.51	4,027.17	8,108.63
59	4,081.68	36.42	4,045.26	4,063.37
60	4,081.68	18.31	4,063.37	0.00
Grand Totals	244,900.80	30,644.29	214,256.51	

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Mark A. Buening,
Director of Budget & Finance

*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.



Amendment to Contract

The "Contract": Lease Number 008-0676522-303 Dated July 21, 2021	Date: November 16, 2021
"Lessee"	
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201	
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North PCC180, Plymouth, MN 55441	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

- Section 17 - Purchase Option.** Clause (a) of the first sentence of Section 17 of the Contract is hereby amended and restated in its entirety to read as follows:

"(a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; provided, that, upon satisfaction of the foregoing conditions and with no further action on YOUR part required, YOU will automatically be deemed to have exercised and fully consummated the foregoing purchase option, even if YOUR One Dollar payment to US is never invoiced by US nor paid by YOU;"

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: Amanda Carter

Title: Operations

Lessee: City of Spokane

DocuSigned by:
 By: Mark A. Buening
 AE2EC1353CD64F8...

Mark A. Buening, Director of Budget & Finance

ORIGINAL

ATTACHMENT 2 TO
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Pro Force Debris Blower s/n 410497907, (3) Toro Groundsmaster 3300 37HP AWD s/n 411965964, 411965978, 411965980, (1) Toro Groundsmaster 3200 24HP 2WD s/n 410483787, (1) Toro Grandstand MF 26.5hp EFI w/52" Turboforce Deck s/n 410006773, (4) Toro Workman GTX EFI s/n 410145913, 410145916, 410145917, 410145919 together with all attachments and accessories thereto	2304 E Mallon Ave, Spokane, WA 99202	\$196,565.51 Equipment \$17,690.90 Sales Tax \$214,256.51 Total

Lessee: City of Spokane

By:  _____
DocuSigned by:
 AE2E6C1369CDE4F8...

Mark A. Buening,
 Director of Budget & Finance

ACCEPTANCE CERTIFICATE

The Huntington National Bank
1405 Xenium Lane North (PCC180)
Plymouth, MN 55441

Re: Governmental Lease-Purchase Agreement No. 008-0676522-303 between The Huntington National Bank, as Lessor (the "Lessor"), and City of Spokane, as Lessee (the "Lessee").

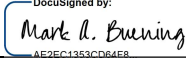
Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 008-0676522-303 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

Date: June 28, 2022

Lessee: City of Spokane

By:  _____
AE2EC1353CD64E8

Mark A. Buening,
Director of Budget & Finance



Now part of
The Huntington National Bank

LESSEE FACT SHEET
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303 DATED AS OF July 21, 2021

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Equipment location address: 2304 E. Mallon Ave., Spokane, WA 99202

2. Send bills to the following address: Spokane Parks and Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201
ATTENTION: PARKS ACCOUNTING

3. Name of person who issues payment and Phone number: Mark Buening
() 509-625-6544

4. Contract information of person responsible for preparing and filing Form 8038-G or 8038-GC:
Name: Jacob Hensley Phone: 509-625-6074 E-mail: jahensley@spokanecity.org
Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

5. Fiscal year end: December 31



Self-Insurance Addendum

The "Contract": Lease Number 008-0676522-303 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

This Addendum is part of, and reference is hereby made to, the above-referenced Contract between Lessee and Lessor.

Notwithstanding the provisions in the Contract requiring Lessee to procure and maintain insurance, so long as Lessee is not in default under the Contract or any other agreement between Lessor and Lessee, and provided that there shall be no material adverse change in the financial condition of Lessee from and after the date of this Addendum (as determined by Lessor in its sole discretion), Lessee may self-insure against physical loss or damage to the Equipment, as defined in the Contract, to the same extent it self-insures equipment and other goods which it owns that are similar in nature to the Equipment, provided such self-insurance program is not inconsistent with prudent industry practice.

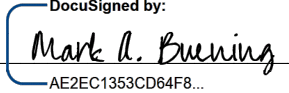
Lessee shall deliver to Lessor a self-insurance certificate with respect to Equipment which Lessee will self-insure, substantially in the form attached to this Addendum.

In the event (a) Lessee ceases to be self-insured or elects not to be self-insured with respect to a specific item of Equipment, or (b) Lessor notifies Lessee that Lessee may no longer self-insure due to a default having occurred under the Contract or another agreement between Lessee and Lessor or due to a material adverse change in the financial condition of Lessee, then this Addendum shall become void and Lessee shall immediately procure and maintain all insurance as required pursuant to the terms of the Contract, but excluding the terms of this Addendum.

Except as expressly set forth in this Addendum, nothing herein shall be deemed to modify Lessee's obligations under the Contract.

Dated as of November 18, 2021

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Print Name: Mark A. Buening
Title: Finance Director

The "Contract": Lease Number 008-0676522-303 dated July 21, 2021
"Lessee"
City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

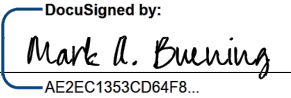
SELF-INSURANCE CERTIFICATE – PROPERTY DAMAGE

To Lessor:

This is to acknowledge that the above-referenced Lessee is under a self-insurance program for physical loss or damage with respect to the Equipment described in the Contract between Lessee and Lessor, for any loss or damage to the Equipment. Lessee further certifies that it will notify Lessor in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence.

Dated as of November 18, 2021

Lessee: City of Spokane

By:  AE2EC1353CD64F8...

Print Name: Mark A. Buening
Title: Finance Director

Certificate Of Completion

Envelope Id: D27DBCA25D96470B8A04D7C1E02A20B9

Status: Completed

Subject: Please DocuSign: Redoc Pkg - City of Spokane - 303 & 304.pdf

Source Envelope:

Document Pages: 37

Signatures: 18

Envelope Originator:

Certificate Pages: 5

Initials: 0

Amy Kuester

AutoNav: Enabled

1405 Xenium Lane N

Envelopeld Stamping: Enabled

Plymouth, MN 55441

Time Zone: (UTC-06:00) Central Time (US & Canada)

akuester@financediv.com

IP Address: 170.128.132.30

Record Tracking

Status: Original

Holder: Amy Kuester

Location: DocuSign

11/10/2021 9:47:44 AM

akuester@financediv.com

Signer Events

Garrett Jones

gjones@spokanecity.org

Director, Parks and Recreation

City of Spokane Parks

Security Level: Email, Account Authentication
(None), Authentication**Signature**

DocuSigned by:



C54768E7AE074B0...

Signature Adoption: Pre-selected Style

Using IP Address: 73.157.72.166

Timestamp

Sent: 11/10/2021 10:45:57 AM

Resent: 11/10/2021 4:28:44 PM

Resent: 11/16/2021 2:35:41 PM

Resent: 11/16/2021 2:35:55 PM

Viewed: 11/16/2021 4:59:38 PM

Signed: 11/16/2021 5:09:20 PM

Authentication Details

ID Check:

Transaction: 31012877442785

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address

Performed: 11/16/2021 4:59:30 PM

Question Details:

passed person.known.single.fake

passed property.association.single.real

passed property.association.single.real

passed property.association.single.real

passed county.lived.single.real

passed property.association.single.real

Electronic Record and Signature Disclosure:

Accepted: 11/16/2021 4:59:38 PM

ID: 426678b1-eb1e-4f90-bf6a-f33fa6f5dcb5

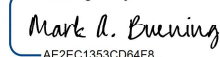
Company Name: The Huntington National Bank

Mark A. Buening

mbuening@spokanecity.org

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:



AE2EC1353CD64F8...

Signature Adoption: Pre-selected Style

Using IP Address: 67.165.125.234

Sent: 11/16/2021 11:12:39 AM

Resent: 11/16/2021 2:35:55 PM

Viewed: 11/18/2021 3:39:09 PM

Signed: 11/18/2021 5:16:58 PM

Authentication Details

ID Check:

Transaction: 31012912507835

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 11/18/2021 3:37:27 PM

Question Details:

passed property.city.real

passed property.association.single.real

passed vehicle.historical.association.real

passed corporate.association.fake

passed corporate.association.real

passed person.city.real

Electronic Record and Signature Disclosure:

Accepted: 11/18/2021 3:39:09 PM

ID: 9bc4698b-2aaf-4fc9-b1b6-97fdf23dcebe

Company Name: The Huntington National Bank

In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Marc Cahalan
marc.j.cahalan@huntington.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 11/10/2021 10:45:58 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/10/2021 10:45:58 AM
Certified Delivered	Security Checked	11/18/2021 3:39:09 PM
Signing Complete	Security Checked	11/18/2021 5:16:58 PM
Completed	Security Checked	11/18/2021 5:16:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lsc.mainmailbox@tcfbank.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lsc.mainmailbox@tcfbank.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lsc.mainmailbox@tcfbank.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lsc.mainmailbox@tcfbank.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.

INSURANCE COVERAGE REQUIREMENTS

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Governmental Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the following leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming The Huntington National Bank and/or its assigns as Loss Payee.

Leased Property: (1) Toro Pro Force Debris Blower s/n 410497907, (3) Toro Groundsmaster 3300 37HP AWD s/n 411965964, 411965978, 411965980, (1) Toro Groundsmaster 3200 24HP 2WD s/n 410483787, (1) Toro Grandstand MF 26.5hp EFI w/52" Turboforce Deck s/n 410006773, (4) Toro Workman GTX EFI s/n 410145913, 410145916, 410145917, 410145919 together with all attachments and accessories thereto

Coverage Required: \$214,256.51

b. Public Liability Insurance evidenced by a Certificate of Insurance naming The Huntington National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$1,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441, prior to the time that the property is delivered to Lessee.

Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Spokane

By:  _____
AE2EC1353CD64E8

Mark A. Buening,
 Director of Budget & Finance

**RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0676522-303
DATED AS OF July 21, 2021**

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **008-0676522-303** dated **July 21, 2021** (the "Lease"), in principal amount not to exceed **\$214,256.51**, between **City of Spokane, 808 W Spokane Falls Blvd, 5th Floor City Hall, Spokane, WA 99201** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; and prescribing other details in connection therewith.

WHEREAS, City of Spokane, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Washington; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Spokane:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Finance Director of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Washington.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this 28 day of June, 2022.

DocuSigned by:
Garrett Jones
CS4788E7AE074B0...

Signature of Clerk, Secretary or Assistant Secretary

Garrett Jones

Printed Name of Clerk, Secretary or Assistant Secretary

Certificate Of Completion

Envelope Id: C59EE853457F4457BE8CFC642CEADBA8	Status: Completed
Subject: Please DocuSign: City of Spokane MOD HNB Lease Documents.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Marisa Meyers
Time Zone: (UTC-06:00) Central Time (US & Canada)	1405 Xenium Lane N
	Plymouth, MN 55441
	marisa.meyers@huntington.com
	IP Address: 170.128.128.30

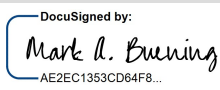
Record Tracking

Status: Original	Holder: Marisa Meyers	Location: DocuSign
6/27/2022 4:04:47 PM	marisa.meyers@huntington.com	

Signer Events

Mark A. Buening
 mbuening@spokanecity.org
 Finance Director
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 AE2EC1353CD64F8...
 Signature Adoption: Pre-selected Style
 Signed by link sent to mbuening@spokanecity.org
 Using IP Address: 155.190.2.31


Timestamp

Sent: 6/27/2022 4:08:20 PM
 Viewed: 6/28/2022 2:31:50 PM
 Signed: 6/28/2022 2:33:10 PM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:31:50 PM
 ID: d0432009-bcea-4998-8e38-c2fc6015aa18
 Company Name: The Huntington National Bank

Garrett Jones
 gjones@spokanecity.org
 Director, Parks and Recreation
 City of Spokane Parks
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 C54768E7AE074B0...
 Signature Adoption: Pre-selected Style
 Signed by link sent to gjones@spokanecity.org
 Using IP Address: 155.190.2.31

Sent: 6/28/2022 2:33:11 PM
 Viewed: 6/28/2022 2:59:34 PM
 Signed: 6/28/2022 3:00:19 PM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2022 2:59:34 PM
 ID: 95acb486-83f0-4e33-b1da-b28587ec124c
 Company Name: The Huntington National Bank

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Marc Cahalan
 marc.j.cahalan@huntington.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/27/2022 4:08:20 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/27/2022 4:08:20 PM
Certified Delivered	Security Checked	6/28/2022 2:59:34 PM
Signing Complete	Security Checked	6/28/2022 3:00:19 PM
Completed	Security Checked	6/28/2022 3:00:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Huntington National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Huntington National Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservice@financediv.com

To advise The Huntington National Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@financediv.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Huntington National Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@financediv.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Huntington National Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to customerservice@financediv.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Huntington National Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Huntington National Bank during the course of your relationship with The Huntington National Bank.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Spokane, Washington		2 Issuer's employer identification number (EIN) 91-6001280	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
808 W. Spokane Falls Blvd		3	
6 City, town, or post office, state, and ZIP code		7 Date of issue 11/30/2020	
8 Name of issue Limited Tax General Obligation Refunding Bond, 2020		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Tonya Wallace, Chief Financial Officer		10b Telephone number of officer or other employee shown on 10a (509) 625-6586	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	21,601,900	00
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
19b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2026	\$ 21,601,900.00	\$ 21,601,900.00	3.5429 years	1.3800 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	56,900	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	21,545,000	00
29 Total (add lines 24 through 28)	29	21,601,900	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	0	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded			years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded		6.7670	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		12/01/2020	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		12/28/2010	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	11/30/2020 Date	Tonya Wallace, Chief Financial Officer Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name Laura McAloon	Preparer's signature 	Date 11/30/2020	Check <input type="checkbox"/> if self-employed	PTIN P02148773
	Firm's name ▶ McAloon Law, PLLC			Firm's EIN ▶ 82-3921258	
	Firm's address ▶ 421 W Riverside Avenue, Suite 515, Spokane, WA 99201			Phone no. 509-474-0030	

Marisa Meyers

From: Robert Kruger
Sent: Thursday, July 14, 2022 4:48 PM
To: Marisa Meyers
Cc: Eduardo Mozqueda; John Michel; Matt Stangl; Marc Cahalan
Subject: RE: 8038 City of Spokane

I am fine accepting this form.

Regards,

Robb Kruger | The Huntington National Bank
O: 952-512-6447
M: 952-807-2849

huntington.com



Link to register: Pelotonia.org/Register

From: Marisa Meyers <Marisa.Meyers@financediv.com>
Sent: Wednesday, July 13, 2022 8:03 AM
To: Robert Kruger <Robert.Kruger@huntington.com>
Cc: Eduardo Mozqueda <Eduardo.Mozqueda@huntington.com>; John Michel <jmichel@financediv.com>; Matt Stangl <mstangl@financediv.com>; Marc Cahalan <marc.j.cahalan@huntington.com>
Subject: 8038 City of Spokane

Good Morning!

We are working on 2 deals with the City of Spokane. They have provided us an 8038 form with the following explanation. If I remember correctly this form is to be filled out anytime they finance equipment and sent to the IRS. It looks like we accepted this blanket form on an open deal they did with us back in 2020 just recently. Can you shed some light on this for us? Are we able to accept blanket forms?

We are not allowed to help them fill out the form but we have been getting more and more questions as of late.

From: Buening, Mark <mbuening@spokanecity.org>
Sent: Tuesday, July 12, 2022 11:51 AM
To: Matt Stangl <mstangl@financediv.com>; Marisa Meyers <Marisa.Meyers@financediv.com>
Subject: RE: Turf Agreement with City of Spokane Signatures

Hi Matt and Marisa,

First, I want to check if you have two copies of the agreement I sent via Fedex last week. This included a W-9 for the City of Spokane. The other small item on Page 18 Lessees Closing Cert was also filled in.

I am confused as to the requirement for an additional 8038-G form and perhaps you can shed some light on this as I think I am missing something. The City of Spokane is not issuing bonds or any other type of debt instrument to finance this lease agreement. This will be repaid from our Parks Fund operating dollars and the source is current year tax revenues and operating income. The last 8038 form completed and submitted by the City was in relation to a General Obligation debt issuance.

I am also being told by our Procurement folks that I can't get a check cut for the first payment until we receive back a signed copy of the lease agreement. I assume this check should be made payable to Huntington Bank.

Thank You,

Mark

Mark A. Buening
Director of Budget & Finance
City of Spokane Parks and Recreation
mbuening@spokanecity.org
(509)625-6544

Marisa Meyers | Asset Finance Sales Associate | The Huntington National Bank | Office: 319-226-1754 | email: marisa.meyers@huntington.com
| huntington.com



Internal Use

Internal Use

City of Spokane - Parks & Recreation
Natural Resources
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	91,000	9,692	91,845	81,308	\$ (10,537)	100.9%	89.3%	-11.58%
Operating Transfers	66,000	-	66,000	66,000	\$ -	100.0%	100.0%	
TOTAL REVENUE:	\$ 157,000	\$ 9,692	157,845	\$ 147,308	\$ (10,537)	100.5%	93.8%	-6.71%
<u>Expenditures:</u>								
Salaries and Wages	566,591	148,175	301,011	379,819	\$ (78,808)	57.0%	71.9%	14.93%
Personnel Benefits	204,417	69,990	104,650	132,111	\$ (27,461)	51.8%	65.4%	13.59%
Supplies	30,550	11,893	7,768	18,657	\$ (10,888)	25.4%	61.1%	35.64%
Services and Charges	216,799	90,408	73,756	116,847	\$ (43,091)	35.6%	56.4%	20.79%
Interfund Payments	25,339	25,127	787	1,022	\$ (234)	3.0%	3.9%	0.90%
Subtotal Op. Exp.	\$ 1,043,696	\$ 395,241	487,972	\$ 648,455	\$ (160,483)	49.1%	62.1%	13.04%
Transfers Out	-	-	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 1,043,696	\$ 395,241	487,972	\$ 648,455	\$ (160,483)	49.0%	62.1%	13.17%
Total Funding: (Rev. less Exp.)	\$ (886,696)		\$ (330,128)	\$ (501,148)	\$ (171,020)			

City of Spokane - Parks & Recreation
Recreation
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	1,444,366	276,059	852,782	1,168,307	\$ 315,526	61.9%	80.9%	18.99%
TOTAL REVENUE:	\$ 1,444,366	\$ 276,059	852,782	\$ 1,168,307	\$ 315,526	61.9%	80.9%	18.99%
Expenditures:								
Salaries and Wages	1,691,181	232,436	1,164,707	1,458,745	\$ (294,039)	71.5%	86.3%	14.72%
Personnel Benefits	397,080	111,702	255,075	285,378	\$ (30,303)	73.5%	71.9%	-1.64%
Supplies	268,260	21,501	147,290	246,759	\$ (99,469)	56.9%	92.0%	35.11%
Services and Charges	1,251,987	475,142	720,404	776,845	\$ (56,440)	54.7%	62.0%	7.35%
Interfund Payments	16,950	(4,790)	18,252	21,740	\$ (3,488)	107.7%	128.3%	20.58%
Subtotal Op. Exp.	\$ 3,625,458	\$ 835,991	2,305,728	\$ 2,789,467	\$ (483,739)	64.6%	76.9%	12.32%
Transfers Out	-	-	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 3,625,458	\$ 835,991	2,305,728	\$ 2,789,467	\$ (483,739)	64.6%	76.9%	12.32%
Total Funding: (Rev. less Exp.)	\$ (2,181,092)		\$ (1,452,946)	\$ (1,621,160)	\$ (168,214)			

2022 SEEK Grant
YTD Revenues \$ 33,633
YTD Expenditures \$ 59,327

City of Spokane - Parks & Recreation
Riverfront Park
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Program Revenue	3,699,700	1,789,965	1,284,034	1,909,735	\$ 625,700	30.7%	51.6%	20.95%
Operating Transfers	-	-	-	-	\$ -			
TOTAL REVENUE:	\$ 3,699,700	\$ 1,789,965	1,284,034	\$ 1,909,735	\$ 625,700	30.7%	51.6%	20.95%
<u>Expenditures:</u>								
Salaries and Wages	2,235,817	1,066,593	1,019,029	1,169,224	\$ (150,195)	40.6%	52.3%	11.65%
Personnel Benefits	696,762	357,758	311,722	339,004	\$ (27,282)	43.8%	48.7%	4.88%
Supplies	449,250	228,095	163,000	221,155	\$ (58,155)	23.6%	49.2%	25.65%
Services and Charges	903,175	372,374	393,455	530,801	\$ (137,346)	49.1%	58.8%	9.62%
Interfund Payments	20,000	20,000	172	-	\$ 172	0.9%		-0.86%
Subtotal Op. Exp.	\$ 4,305,004	\$ 2,044,821	1,887,378	\$ 2,260,183	\$ (372,805)	39.9%	52.5%	12.61%
Transfers Out	237,030	118,284	118,745	118,746	\$ (2)	49.0%	50.1%	1.14%
TOTAL EXPENDITURES:	\$ 4,542,034	\$ 2,163,104	2,006,123	\$ 2,378,930	\$ (372,807)	40.3%	52.4%	12.04%
Total Funding: (Rev. less Exp.)	\$ (842,334)		\$ (722,088)	\$ (469,195)	\$ 252,893			

City of Spokane - Parks & Recreation
Park Operations
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	200,430	126,222	73,236	74,208	\$ 972	36.5%	37.0%	0.48%
TOTAL REVENUE:	\$ 200,430	\$ 126,222	73,236	\$ 74,208	\$ 972	36.5%	37.0%	0.48%
Expenditures:								
Salaries and Wages	2,863,102	1,303,718	1,349,199	1,559,384	\$ (210,185)	47.1%	54.5%	7.32%
Personnel Benefits	913,154	409,436	479,981	503,718	\$ (23,736)	54.1%	55.2%	1.04%
Supplies	179,500	24,014	91,042	155,486	\$ (64,444)	50.7%	86.6%	35.90%
Services and Charges	1,165,506	672,961	662,374	492,545	\$ 169,829	61.4%	42.3%	-19.16%
Interfund Payments	-	(37)	1,165	37	\$ 1,128			
Subtotal Op. Exp.	\$ 5,121,262	\$ 2,410,092	2,583,761	\$ 2,711,170	\$ (127,409)	51.6%	52.9%	1.34%
Transfers Out	230,000	230,000	-	-	\$ -			
TOTAL EXPENDITURES:	\$ 5,351,262	\$ 2,640,092	2,583,761	\$ 2,711,170	\$ (127,409)	51.3%	50.7%	-0.68%
Total Funding: (Rev. less Exp.)	\$ (5,150,832)		\$ (2,510,525)	\$ (2,636,962)	\$ (126,437)			

**City of Spokane - Parks & Recreation
Administration
Financial Report
August 2022 - Preliminary**

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	139,500	(452,107)	101,496	591,607	\$ 490,111	37.5%	424.1%	386.57%
Operating Transfers	17,316,358	6,304,591	11,072,798	11,011,767	\$ (61,031)	67.4%	63.6%	-3.84%
TOTAL REVENUE:	\$ 17,455,858	\$ 5,852,484	11,174,294	\$ 11,603,374	\$ 429,080	66.9%	66.5%	-0.48%
Expenditures:								
Salaries and Wages	2,332,375	968,157	1,295,028	1,364,218	\$ (69,190)	56.2%	58.5%	2.32%
Personnel Benefits	836,281	350,960	448,560	485,321	\$ (36,761)	55.0%	58.0%	3.00%
Supplies	170,800	90,622	31,411	80,178	\$ (48,767)	18.4%	46.9%	28.55%
Services and Charges	693,542	242,104	262,065	451,438	\$ (189,373)	39.7%	65.1%	25.35%
Interfund Services	2,623,827	896,911	1,556,349	1,726,916	\$ (170,567)	62.9%	65.8%	2.91%
Subtotal Op. Exp.	\$ 6,656,825	\$ 2,548,753	3,593,412	\$ 4,108,072	\$ (514,659)	55.9%	61.7%	5.79%
Transfers Out	53,793	(1,223,157)	26,949	1,276,950	\$ (1,250,000)	38.9%	2373.8%	2334.94%
TOTAL EXPENDITURES:	\$ 6,710,618	\$ 1,325,597	3,620,362	\$ 5,385,021	\$ (1,764,660)	55.7%	80.2%	24.50%
Total Funding: (Rev. less Exp.)	\$ 10,745,240		\$ 7,553,932	\$ 6,218,353	\$ (1,335,579)			

City of Spokane - Parks & Recreation
Capital
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
<u>Revenue:</u>								
Grants Revenue	1,000,000	1,000,000	-	-	\$ -			
<u>Expenditures:</u>								
Capital Outlay	2,000,000	1,763,278	289,174	236,722	\$ 52,452	14.3%	11.8%	-2.44%

City of Spokane - Parks & Recreation
Parks Fund -- 1400
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
Operating Revenue:								
Program Revenue	5,584,996	1,726,198	2,403,393	3,858,798	\$ 1,455,405	38.8%	69.1%	30.34%
Operating Transfers	17,382,358	6,304,591	11,138,798	11,077,767	\$ (61,031)	67.8%	63.7%	-4.11%
Grant Revenue	1,000,000		-	-				
Total Operating Revenue:	\$ 23,967,354	\$ 9,030,789	13,542,191	\$ 14,936,565	\$ 1,394,374	57.3%	62.3%	4.99%
Operating Expenses:								
Salaries and Wages	9,689,527	3,741,725	5,128,973	5,947,802	\$ (818,828)	52.2%	61.4%	9.16%
Personnel Benefits	3,043,955	1,297,077	1,600,076	1,746,878	\$ (146,802)	54.0%	57.4%	3.39%
Supplies	1,098,360	329,271	454,423	769,089	\$ (314,666)	34.1%	70.0%	35.89%
Services and Charges	4,241,009	1,850,425	2,112,353	2,390,584	\$ (278,231)	51.9%	56.4%	4.50%
Interfund Payments	2,686,116	936,401	1,576,725	1,749,715	\$ (172,990)	62.1%	65.1%	3.00%
Total Operating Expenses:	\$ 20,758,967	\$ 8,154,900	10,872,550	\$ 12,604,067	\$ (1,731,517)	52.5%	60.7%	8.26%
Net Op. Income (Loss):	\$ 3,208,387	\$ 875,890	2,669,641	\$ 2,332,497	\$ (337,143)	4.9%	1.6%	-3.26%
Other Financial Activity:								
Capital Outlay	2,000,000	1,763,278	289,174	236,722	\$ 52,452	14.3%	11.8%	-2.44%
Transfers Out	520,823	(874,873)	145,694	1,395,696	\$ (1,250,002)	42.9%	268.0%	225.13%
Budget Reserve	380,000							
Total Other Activity:	\$ 2,900,823	\$ 888,405	434,867	\$ 1,632,418	\$ (1,197,550)	18.4%	56.3%	37.89%
TOTAL EXPENDITURES:	23,659,790		11,307,417	14,236,485	\$ (2,929,068)	49.0%	60.2%	11.20%
Total Funding: (Rev. less Exp.)	\$ 307,564		\$ 2,234,773	\$ 700,080	\$ (1,534,694)			

Beginning Fund Balance	\$ 3,619,550
5% Reserve Requirement	\$ (1,182,990)
Revenue Stabilization Reserve	\$ (400,000)
Beginning Reserves	\$ 2,036,561
Net Revenue (Expense)	\$ 700,080
Ending Fund Balance Reserves	\$ 2,736,640

City of Spokane - Parks & Recreation
Golf Fund -- 4600 (w/o Facility Improvemer
Financial Report
August 2022 - Preliminary

	ADOPTED BUDGET 2022	2022 ADOPTED BUDGET Balance	2021 YTD Actual	2022 YTD Actual	2021-2022 YTD Difference	2021 YTD % OF BUDGET	2022 YTD % OF BUDGET	Change in %
Revenue:								
Program Revenue	3,905,000	64,980	3,966,089	3,840,020	\$ (126,069)	116.6%	98.3%	-18.27%
Pre-Sale Revenue		(164,033)	181,318	164,033	\$ (17,285)			
Facility Improvement Fee	-		(661,928)	(587,305)	\$ 74,623			
Other Transfers In	-	(26,950)	26,949	26,950	\$ 0			
TOTAL REVENUE:	\$ 3,905,000	\$ (461,303)	3,512,428	\$ 3,443,697	\$ (68,731)	103.3%	88.2%	-15.08%
Expenditures:								
Salaries and Wages	1,421,077	409,330	813,078	865,051	\$ (51,974)	63.8%	67.9%	4.08%
Personnel Benefits	360,727	51,034	266,200	282,836	\$ (16,637)	79.7%	84.7%	4.98%
Supplies	345,020	3,011	219,741	313,909	\$ (94,169)	69.3%	99.1%	29.71%
Services and Charges	1,012,176	511,216	625,257	482,860	\$ 142,397	62.9%	48.6%	-14.32%
Interfund Payments	267,587	81,043	169,102	176,344	\$ (7,242)	65.7%	68.5%	2.81%
Subtotal Op. Exp.	\$ 3,406,587	\$ 1,285,586	2,093,377	\$ 2,121,001	\$ (27,624)	65.9%	62.3%	-3.64%
Capital Outlay	420,000	359,190		60,810	\$ (60,810)		14.5%	14.48%
Transfers Out	80,000	53,050	35,117	26,950	\$ 8,167	27.0%	33.7%	6.67%
TOTAL EXPENDITURES:	\$ 3,906,587	\$ 1,697,827	2,128,494	\$ 2,208,760	\$ 80,266	58.0%	56.5%	-1.48%
Total Funding: (Rev. less Exp.)	\$ (1,587)		\$ 1,383,934	\$ 1,234,937	\$ (148,997)			

* Beginning Fund Balance	\$ 338,711
Less 7% Reserve Requirement	\$ (310,366)
Beginning Year Reserves	\$ 28,345
YTD Change in Cash	\$ 1,234,937
YTD Available Cash	\$ 1,263,282

* 2022 Beginning Fund Balance does not include the FIF reserve of \$1,744,230

City of Spokane - Parks & Recreation
Facility Improvement Fee -- Subset of the Golf Fund
Financial Report
August 2022 - Preliminary

	2021 August Actual	2022 August Actual	2020-2021 Monthly Difference	2021 YTD Actual	2022 YTD Actual	2020-2021 YTD Difference
<u>Revenue:</u>						
Revenue:	118,317	88,445	\$ (29,872)	661,928	587,305	\$ (74,623)
<u>Expenditures:</u>						
Debt Service Payments	-	-	\$ -	40,977	267,918	\$ (226,941)

Beginning Fund Balance	\$ 1,744,230
YTD Revenues	\$ 587,305
YTD Debt Service Payments	\$ (267,918)
YTD Cash Balance	\$ 2,063,617

Fund 1950 - Park and Recreation *Capital and Reserves* Fund

January 1, 2022 through August 31, 2022

		BEGINNING			ENDING	OUTSTANDING	REMAINING
		BALANCE	REVENUES	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	BALANCE
Undesignated	General Operating	\$ 16,826.17	\$ 5,461.14	\$ 7,065.31	\$ 15,222.00	\$ 31,808.13	\$ (16,586.13)
Designated	Capital Reserve/Replacement	676,154.21	150,000.00	85,607.11	690,547.10	14,058.75	676,488.35
	Maintenance and Other Designated Reserves	165,738.71	566,654.87	165,387.77	567,005.81	235,329.20	331,676.61
	CIP Projects	1,349,297.62	882,922.49	551,758.78	1,680,461.33	717,114.31	963,347.02
Restricted	Reserved for Property Donations	45,583.80	-	-	45,583.80		45,583.80
	Conservation Futures	115,438.36	-	234.35	115,204.01	10,000.00	105,204.01
	Riverfront Conservation Futures Loan	170,129.11	-	-	170,129.11		170,129.11
	2021 Windstorm Damage Recovery	466,068.00	-	57,668.23	408,399.77	29,390.05	379,009.72
		\$ 3,005,235.98	\$ 1,605,038.50	\$ 867,721.55	\$ 3,692,552.93	\$ 1,037,700.44	\$ 2,654,852.49

Capital Reserve and Replacement
January 1, 2022 through August 31, 2022

	BEGINNING			ENDING	OUTSTANDING	REMAINING
	BALANCE	REVENUES	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	BALANCE
6-yr CIP Designated Reserve	-			-		-
Computer & Software	75,701.66	-	-	75,701.66	-	75,701.66
Specialized Fleet	338,112.11	-	-	338,112.11	-	338,112.11
Enterprise Lease Vehicles	24,247.50	-	15,141.50	9,106.00		9,106.00
Capital Equipment Maintenance	238,092.94	100,000.00	70,465.61	267,627.33	14,058.75	253,568.58
Undefined Parks Capital Reserve	-	50,000.00				
	<u>676,154.21</u>	<u>150,000.00</u>	<u>85,607.11</u>	<u>690,547.10</u>	<u>14,058.75</u>	<u>676,488.35</u>

Maintenance and Other Reserves

January 1, 2022 through August 31, 2022

	BEGINNING			ENDING	OUTSTANDING	REMAINING
	BALANCE	REVENUES	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	BALANCE
Sky Prairie/5-Mile	40,466.19	-	-	40,466.19	-	40,466.19
General Capital- T shirt, poster, calendar sales	8,000.45	-	-	8,000.45	-	8,000.45
Herbicide pilot, City Council	2,500.00	-	-	2,500.00	-	2,500.00
RFP Capital Reserve	10,911.05	150,000.00	122,441.46	38,469.59	36,970.02	1,499.57
Recreation Capital Reserve	15,179.39	159,654.87	32,890.75	141,943.51	-	141,943.51
Ops Capital Reserve	1,489.37	150,000.00	8,386.26	143,103.11	119,964.84	23,138.27
Golf Equipment	-	-	-	-	78,394.34	(78,394.34)
Hooptown Court Maintenance	3,000.00	-	1,669.30	1,330.70	-	1,330.70
"Coca-Cola" Reserve	64,732.00	-	-	64,732.00	-	64,732.00
Youth & Senior Center Capital replacement	-	50,000.00	-	50,000.00	-	50,000.00
Palisades Land Maintenance, Rimrock	-	50,000.00	-	50,000.00	-	50,000.00
Cannon Hill tree repairs	-	7,000.00	-	7,000.00	-	7,000.00
Community Engagement, Spokane Indians Baseball	19,460.26	-	-	19,460.26	-	19,460.26
	<u>165,738.71</u>	<u>566,654.87</u>	<u>165,387.77</u>	<u>567,005.81</u>	<u>235,329.20</u>	<u>331,676.61</u>

**Parks and Recreation 1950 Active CIP Projects
January 1, 2022 through August 31, 2022**

PROJECT	2021 BEG. BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE	BUDGET REMAINING
Turf Replacement	120,000.00	101,000.00	221,000.00	221,000.00	-	221,000.00	-
Theme Stream design	(1,000.00)	-	(1,000.00)	5,450.00	-	5,450.00	(6,450.00)
Audubon Park	5,000.00	-	5,000.00	-	-	-	5,000.00
Tennis Courts, USTA Private Grant	23,412.30	-	23,412.30	-	-	-	23,412.30
Vietnam Veterans Memorial	19,045.98	-	19,045.98	-	15,045.98	15,045.98	4,000.00
King Cole Commemoration Project	-	-	-	-	7,500.00	7,500.00	(7,500.00)
Dutch Jake's Park	(3,109.71)	10,000.00	6,890.29	-	-	-	6,890.29
Susie's Trail (18-30)	93,592.50	-	93,592.50	-	3,092.50	3,092.50	90,500.00
Liberty Park Tennis Courts, Library Fund	260,000.00	-	260,000.00	38,806.69	33,841.15	72,647.84	187,352.16
North Suspension Bridge, Arterial Street Fund	378,572.46	(243,830.49)	134,741.97	43,512.01	91,229.96	134,741.97	-
South Suspension Bridge	-	62,299.19	62,299.19	38,094.02	24,205.17	62,299.19	-
Cannon/Logan Parks playground, American Rescue Pl	160,000.00	-	160,000.00	160,000.00	-	160,000.00	-
2022 ARPA Deferred Capital Projects	-	29,358.93	29,358.93	-	-	-	29,358.93
Public Works funded Water Conservation projects	250,000.00	-	250,000.00	10,111.28	-	10,111.28	239,888.72
W. Havermale Playground, Parks Foundation	43,104.63	(29,066.71)	14,037.92	10,793.60	3,244.32	14,037.92	-
North Bank stairs, Arterial Street Fund	1,157.00	-	1,157.00	-	1,157.00	1,157.00	-
Butterfly Design, Parks Foundation	6,450.00	(6,450.00)	-	-	-	-	-
BC Pavilion, Tribal Center design, Innovia	8,955.00	-	8,955.00	-	8,955.00	8,955.00	-
Stepwell Handrails, Spokane Arts	(1,250.00)	-	(1,250.00)	-	3,750.00	3,750.00	(5,000.00)
Don Kardong Bridge	-	506,673.25	506,673.25	2,391.23	504,282.02	506,673.25	-
City-Wide Dog Park	-	34,500.00	34,500.00	21,375.00	13,125.00	34,500.00	-
6-year CIP Capital Projects	-	395,894.62	395,894.62	-	-	-	395,894.62
Net Deficit from PY projects	(14,632.54)	22,543.70	7,911.16	224.95	7,686.21	7,911.16	-
	1,349,297.62	882,922.49	2,232,220.11	551,758.78	717,114.31	1,268,873.09	963,347.02