



Downtown Redevelopment Authority

Thursday, December 18, 2025
11:00am at City Hall

Council Chambers
415 W 6th Street
Vancouver, WA 98660

AGENDA

1. **Call to order** – President
 - a) Roll Call
 - b) Excusal of Absence, if needed
2. **Approval** - Minutes (September 18, 2025)
3. **Approval** - Claims and Admin Expenses
4. **Approval** - Capital Expenses
5. **Update** - November Financials, Year-end Flow of Funds
6. **Approval** – SR 12-18-25-01 2026 Budget
7. **Approval** – 2026 Work Plan
8. **Approval** – SR 12-01-25-02 DRA Procurement Policy Amendment
9. **Executive Director Updates**
 - a) **Project Update**
 - b) **Other**
10. **Asset Manager Report**
11. **Hotel Manager Report**

Community Communications: Commentary will be accepted no later than 24 hours prior to the meeting date. Please send all comments to Krista Liles at <mailto:krista.liles@cityofvancouver.us>.

Members

Jan Robertson
President

Kathleen Kee
Secretary/Treasurer

Dyann Bernatz
Tom Donovan
Marc Fazio
Brad Hutton
Debra McCracken

Staff Support

Natasha Ramras
Executive Director

Erin Jacobson
Principal Accountant

Krista Liles
Executive Assistant

LEGAL
Dan Lloyd
Lighthouse Law Group

Financial Management Services

415 W 6th Street
Vancouver, WA 98668
360-487-8437, TTY: 711
cityofvancouver.us

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Downtown Redevelopment Authority

Meeting Summary/Meeting Minutes

Thursday, September 18, 2025

11:00am, City Hall
415 W 6th Street
Vancouver, WA 98660

Board Members Present:

Robertson, Fazio, Bernatz, McCracken

Board Members Absent: Hutton, Donovan, Kee

Staff Present: Ramras, Liles, Jacobson

Guests: Alex Dawes (Hilton GM), Katerina Beckford (Hilton DOF), Robert Hayward (CHM Warnick)

9.18.25 AGENDA

1. **Call to order** 11:01 am – Jan Robertson, President
2. **Roll Call**
3. **Appointment of Temporary Chair** – action as follows:
 - a. **President** – Robertson nominated Fazio in her physical absence: Fazio accepted the nomination. Motion to approve by Bernatz, seconded by McCracken. 3 ayes, 0 nays. Approved.
4. **Approval of Absence – Motion to excuse** the absence of Hutton, Kee and Donovan by Bernatz, seconded by McCracken. Approved
5. **Adjourned for Executive Session at 11:04 – Discuss with Legal Counsel**
Proposed Risk of Actions [RCW 42.30.110(i)(iii)]: session began at 11:06am, adjourned at 11:29am, public meeting resumed at 11:33am.
6. **Approval – Ratification of Contract for Legal Services: motion to approve** by Bernatz, seconded by McCracken. Approved.
7. **Approval of Minutes (July 17th) – Motion to approve** by McCracken, seconded by Bernatz, approved.
8. **Update: August Financials**

Members

Jan Robertson
President

Kathleen Kee
Secretary/Treasurer

Dyann Bernatz
Tom Donovan
Marc Fazio
Brad Hutton
Debra McCracken

Staff Support

Natasha Ramras
Executive Director

Erin Jacobson
Principal Accountant

Krista Liles
Senior Support Specialist

Legal

Dan Lloyd
Attorney, Lighthouse Law Group

Financial Management Services

P.O. Box 1995
Vancouver, WA 98668
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Conference ID: 593 032 339#

- 9. Approval: Claims and Vouchers: motion to approve** by Bernatz, seconded by McCracken, approved.
- 10. Approval: Capital Expenses: motion to approve** by Bernatz, seconded by McCracken, approved.
- 11. Approval: Interlocal Agreement Second Amendment: motion to approve** by Bernatz, seconded by McCracken, approved. Discussion: Fazio asked for clarification on timing and which timeline the calculation was established from. It was confirmed that it's from the original agreement.
- 12. Approval: Lot 24 Amendment; motion to approve** by Bernatz, seconded by McCracken, approved.
- 13. Executive Updates**
- 14. Asset Manager Report**
- 15. Hotel Manager Report**
- 16. Adjourn Meeting at: 12:15pm**

Approval:

Jan Robertson, President

Date

**VANCOUVER DOWNTOWN REDEVELOPMENT AUTHORITY VOUCHER AND
ADMINISTRATIVE EXPENSE APPROVAL**

Ratification of Claims Paid by Trustee

We, the undersigned members of the Board of Directors of the Downtown Redevelopment Authority, do hereby certify that the merchandise or services hereinafter specified have been received and the vouchers listed below are hereby approved in the amounts of **\$5,215,122.25** this 18th day of December 2025.

Approval of New Administrative Expenses

Additionally, we, the undersigned members of the Board of Directors of the Downtown Redevelopment Authority, do hereby approve for payment Administrative Expense Fund expenses in the amount of **\$102,648.37** this 18th day of December 2025.

PRESIDENT

SECRETARY/TREASURER

Natasha Ramras, EXECUTIVE DIRECTOR

BOARDMEMBER

DOWNTOWN REDEVELOPMENT AUTHORITY

Claims Paid September 2025 - November 2025

Date	Supplier	Amount	Description	
12-Sep-2025	City of Vancouver	10,000.00	Administrative Services, Aug-25	
12-Sep-2025	City of Vancouver	9,755.29	Lot 24 Parking, Aug-25	
12-Sep-2025	CHM Warnick	11,867.51	Asset Management Fees, Aug-25	
12-Sep-2025	SAO	6,329.05	FY24 DRA Accountability & Financial Audits, professional services thru Jul-25	
01-Sep-2025	Hilton Hotel	46,993.77	Hilton Base Management Fee (Inv# 11578-1308832), Aug-25	
01-Sep-2025		13,995.99	Hilton Subordinate Management Fee (Inv# 11578-11578-1308832), Aug-25	
08-Sep-2025		294,382.51	OPCA 2557 - PAYROLL	
08-Sep-2025		277,853.39	OPCA 2558 - AP	
15-Sep-2025		120,486.55	OPCA 2560 - AP	
23-Sep-2025		174,652.20	OPCA 2559 - SALES & USE TAX TRUE UP	
25-Sep-2025		316,646.60	OPCA 2563 - PAYROLL	
25-Sep-2025		56,833.18	OPCA 2562 - AP	
26-Sep-2025		106,547.45	OPCA 2561 - INTERCOMPANY	
29-Sep-2025		39,520.10	OPCA 2564 - AP	
30-Sep-2025		33,847.24	OPCA 2565 - Month End True Up	
08-Oct-2025		City of Vancouver	10,000.00	Administrative Services, Sep-25
08-Oct-2025		City of Vancouver	103.80	Reimbursement for services expenses (Board meeting advertising, postage for CPU rebate checks to US Bank), Sep-25
08-Oct-2025		City of Vancouver	4,029.36	Lot 24 Parking, Sep-25; New agreement = 38 spaces
08-Oct-2025	CHM Warnick	11,867.51	Asset Management Fees, Sep-25	
08-Oct-2025	SAO	2,782.00	FY24 DRA Accountability & Financial Audits, professional services thru Aug-25	
01-Oct-2025	Hilton Hotel	46,993.77	Hilton Base Management Fee (Inv# 11578-1311338), Sep-25	
01-Oct-2025		13,995.99	Hilton Subordinate Management Fee (Inv# 11578-1311338), Sep-25	
06-Oct-2025		315,428.44	OPCA 2566 - PAYROLL	
06-Oct-2025		87,312.05	OPCA 2567 - AP	
10-Oct-2025		285,767.83	OPCA 2568 - AP	
20-Oct-2025		334,657.99	OPCA 2569 - PAYROLL	
20-Oct-2025		116,198.12	OPCA 2570 - AP	
20-Oct-2025		109,536.04	OPCA 2572 - INTERCOMPANY	
24-Oct-2025		168,578.44	OPCA 2571 - SALES & USE TAX TRUE UP	
28-Oct-2025		50,155.90	OPCA 2573 - AP	
31-Oct-2025		354,691.84	OPCA 2574 - PAYROLL	
31-Oct-2025		217,757.25	OPCA 2575 - AP	
31-Oct-2025		23,803.19	OPCA 2576 - Month End True Up	
04-Nov-2025		City of Vancouver	10,000.00	Administrative Services, Oct-25
04-Nov-2025	City of Vancouver	121.08	Reimbursement for supplies expenses (Board meeting lunches), Oct-25	
04-Nov-2025	City of Vancouver	4,029.36	Lot 24 Parking, Oct-25; New agreement = 38 spaces	
04-Nov-2025	CHM Warnick	11,867.51	Asset Management Fees, Oct-25	
04-Nov-2025	US Bank	1,400.00	Q3 Bank Admin Fees, 7/1 - 9/30/2025	
04-Nov-2025	SAO	6,815.90	FY24 DRA Accountability & Financial Audits, professional services thru Aug-25	
04-Nov-2025	Lighthouse Law Group	1,560.00	Legal Services, Sep-25	
04-Nov-2025	Lighthouse Law Group	120.00	Legal Services, Oct-25	
01-Nov-2025	Hilton Hotel	46,993.77	Hilton Base Management Fee (Inv# 11578-1314086), Oct-25	
01-Nov-2025		13,995.99	Hilton Subordinate Management Fee (Inv# 11578-1314086), Oct-25	
10-Nov-2025		71,678.44	OPCA 2577 - AP	
17-Nov-2025		138,811.76	OPCA 2579 - INTERCOMPANY	
17-Nov-2025		352,872.69	OPCA 2580 - PAYROLL	
17-Nov-2025		117,939.79	OPCA 2581 - AP	
20-Nov-2025		203,035.92	OPCA 2578 - SALES & USE TAX TRUE UP	
24-Nov-2025		98,878.64	OPCA 2582 - AP	
30-Nov-2025		90,778.57	OPCA 2583 - AP	
30-Nov-2025		337,304.18	OPCA 2584 - PAYROLL	
30-Nov-2025		33,548.30	OPCA 2585 - Month End True Up	
Total		5,215,122.25		

\$ 102,648.37 Highlighted items reflect the total Administrative Expense amount on the Approval Request

**VANCOUVER DOWNTOWN REDEVELOPMENT AUTHORITY
VOUCHER AND CAPITAL EXPENSE APPROVAL**

Ratification of Claims Paid by Trustee

We, the undersigned members of the Board of Directors of the Downtown Redevelopment Authority, do hereby certify that the capital merchandise or services hereinafter specified have been received and the vouchers listed below are hereby approved in the amounts of **\$597,494.93** this 18th day of December 2025.

PRESIDENT

SECRETARY/TREASURER

Natasha Ramras, EXECUTIVE DIRECTOR

BOARDMEMBER

SUMMARY DETAIL NOV, OCT, SEPT

NOVEMBER 2025

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Dalkia Energy Solutions	LED Lighting Conversion	LED Lighting Conversion	\$ 227,676.60	7/30/2025	INV2643	1001255		
Hilton Vancouver	Grainger - 3 Utility Carts	Banquet Equipment	\$ 968.37	3/26/2025	9452761597	1001251		Reimburse Hotel - Vendor already paid
Hilton Vancouver	Grainger - 9 Utility Carts	Banquet Equipment	\$ 4,259.76	3/26/2025	9452955686	1001251		Reimburse Hotel - Vendor already paid
Hilton Vancouver	Edward Don - Truck Tilt Utility	Banquet Equipment	\$ 540.30	5/27/2025	33556819	1001251		Reimburse Hotel - Vendor already paid
Edward Don	Buffet Service Items	Banquet Equipment	\$ 2,499.58	9/4/2025	34002192	1001251		
JRT Mechanical	Heating water boiler #1	Boiler - Heating	\$ 41,385.06	9/30/2025	110475*03	1001252		
JRT Mechanical	EV Charger Installation	EV Charging Station (4)	\$ 18,798.46	8/4/2025	111717	1001254		
JRT Mechanical	Plumbing	Domestic Boiler Replacement	\$ 31,140.00	8/6/2025	109843*03	1001253		
Environmentally Concious Recycling	Mattress Recycling	Mattress Replacement	\$ 743.00	6/30/2025	1929	1101251		
Environmentally Concious Recycling	Mattress Recycling	Mattress Replacement	\$ 533.00	7/15/2025	2055	1101251		
Whiteco Pool Solutions	50% Deposit	Pool & Spa Surface Replacement	\$ 34,316.26	11/12/2025	82548	1101253		
Dalkia Energy Solutions	Progress Invoice #3	LED Lighting Conversion	\$ 76,020.56	10/31/2025	INV2711	1101252		
TOTAL			\$ 438,880.95					

OCTOBER 2025

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Dormakaba	Saflok Upgrade		\$ 6,235.04	7/16/2025	SI1189775	Request 1/31/25		
TOTAL			\$ 6,235.04					

SEPTEMBER 2025

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Hilton Supply Management	5 sets of Nesting Tables	Banquet Equipment	\$23,556.99	6/5/2025	621330	901251		2025-0324
Meveca	Banquet Podiums	Banquet Equipment	\$8,180.89	8/18/2025	MBI-01180825	901251		2025-0324
Edward Don	Tables	Banquet Equipment	\$3,580.43	8/4/2025	33858757	901251		2025-0324
Displays2Go (1)	Banquet Podiums	Banquet Equipment	\$4,689.24	7/3/2025	PSI2501065	901251		2025-0324
Displays2Go (2)	Banquet Podiums	Banquet Equipment	\$812.86	7/11/2025	PSI2503535	901251		2025-0324
JRT Mechanical (1)	Heating water boiler #1	Boiler - Heating	\$36,330.00	4/20/2025	110475*01	901252		2025-0125
JRT Mechanical (2)	Heating water boiler #1	Boiler - Heating	\$46,710.00	6/30/2025	110475A02	901252		2025-0125
Tri-Tec (1)	Phone System Refresh		\$1,280.58	6/18/2025	676304	901253		2024-1205
Tri-Tec (2)	Phone System Refresh		\$2,533.41	6/18/2025	676303	901253		2024-1205
Tri-Tec (3)	Phone System Refresh		(\$571.20)	6/18/2025	676305	901253		2024-1205
Tri-Tec (4)	Phone System Refresh		\$9,515.37	7/2/2025	676421	901253		2024-1205
Wilson Enterprises	Contingency: Kitchen Convection Oven Boiler		\$14,892.08	7/23/2025	6759885	901254		2025-0627
Resource Recovery Systems	Mattress Disposal	Matresses	\$868.29	7/15/2025	991033	901255		2025-0114
TOTAL			\$152,378.94					
APPROVAL TOTAL			\$597,494.93					

Downtown Redevelopment Authority Narrative Overview of November 2025 Financial Statements

STATEMENT OF NET POSITION

- The DRA's net position has increased \$5.095 million from year-end 2024. This figure excludes depreciation, which has no effect on cash in the current period. This change in net position is due in large part to the following:
 - Total assets have increased \$2.16 million, mostly due to collection of excess tax revenues.
 - Major cash outlays for bond payments: \$3.63 million in Jan-25 for principal + interest, and \$886.6k in Jul-25 for interest-only.
 - Total liabilities have decreased by \$2.06 million, inclusive of \$2.69 million reduction in bond principal offset by \$790k in increased current liabilities

STATEMENT OF REVENUES & EXPENSES AND CHANGES IN NET POSITION

- Operations in November resulted in cumulative operating income of \$2.62 million, which is \$675k more than the budgeted Operating Income of \$1.95 million.
 - Operating revenues were better than YTD budget by \$507k, driven primarily by prior months' cumulative increase in transient occupancy and Group and Permanent ADR (Delta rooms), as well as increased Outlet and Banquet revenues; revenues for each category in the current month were all down versus budget.
 - Operating expenses were better than YTD budget by \$167k, driven primarily by
 - Depreciation, an Operating Expense which has no effect on cash, totaled \$936k which is \$574k less than the budget of \$1.51 million.
 - Supplies and contractual expenses were over YTD budget by \$407k, driven primarily by Hilton F&B labor budgeted too conservatively (will be ongoing in FY25), increased wages for new team members in training and hires needed for turnover and Holiday party coverage, Housekeeping labor for Holiday Market over Thanksgiving weekend; late month F&B supply purchases in preparation for early December holiday parties.
- Net non-operating activity was better than budget by \$205k.
- Year-over-year investment earnings are down \$99k. This decrease is attributed to lower cash balances and lower earning rate.
- Hilton annual forecast as of November estimates Gross Operating Profit of \$5.324 million, which is \$198.6k more than annual budget of \$5.125 million.
 - This is lower than the October annual forecast of \$5.341 million by \$17k.

STATEMENT OF CASH FLOWS

- Overall cash reflects an increase of \$1.68 million compared to year end 2024.
 - Notable sources of cash for the year included \$19.69 million from operating activities and \$5.68 million in tax receipts from the City and County PFD.
 - Notable uses of cash included \$15.77 million for goods and services related to operating activities, and debt service payments of \$4.52 million.

TAX REVENUE COLLECTIONS

- The 2025 annual tax cap of \$2.975 million was met 7/1/2025.
- Through November 2025, tax revenue collections are at 191.2% of the Tax Cap, compared to 196.1% for the prior year.
- As of November 2025, overall tax collections are down slightly compared to November 2024. Receipts of City Lodging Tax, City PFD STC and County PTD STC are down 5.9%, up 0.8%, and up 4.5%, respectively.
- As of November 2025, a total of \$1,954,843.24 had been paid to Clark County PFD, including \$1,384,722.10 paid toward the loan balance, plus the outright return of revenues of \$570,121.14.
- Per the Interlocal Agreement, from the point of loan payoff until end of 2025, any excess City revenues will be paid to City PFD; as of November 2025, a total of \$757,558.80 had been paid to City PFD.

FLOW OF FUNDS

- On 12/1/2025, the DRA transferred \$187k of excess cash to the Project Revenue Debt Service Fund. This transfer resulted from better-than-expected cash inflows during the month.
- Including the 12/1/2025 Flow of Funds transfer, there are sufficient cash balances in each of the DRA's Project Revenue Debt Service Fund and Tax Revenue Debt Service Fund to pay each of the January 1, 2026 debt service payments (principal + interest).

Vancouver Downtown Redevelopment Authority
Condensed Report on Financial Activity
Activity Through November 30, 2025

	Year to Date							
	November 2025 Actual	November 2024 Actual	Actual \$ Change (2025 - 2024)	Actual % Change (2025 - 2024)	Budget through November 2025	Actual-Budget Comparison	2025 Annual Budget	Actual as % of Annual Budget
Revenue & Expense								
Total Operating Revenue	\$ 20,044,301	\$ 19,658,257	\$ 386,044	2.0%	\$ 19,536,819	\$ 507,482	\$ 21,024,585	95.3%
Total Operating Expense	(17,419,866)	(17,317,376)	(102,490)	0.6%	(17,587,086)	167,220	(19,149,078)	91.0%
Net Operating Income	2,624,435	2,340,881	283,554	12.1%	1,949,733	674,702	1,875,507	139.9%
Non-Operating/Special/Prior Period Adj (*)	1,533,789	1,545,344	(11,555)	-0.7%	1,328,549	205,240	1,454,619	105.4%
Change in Net Position	\$ 4,158,224	\$ 3,886,225	\$ 271,999	7.0%	\$ 3,278,282	\$ 879,942	\$ 3,330,126	124.9%
Depreciation (In Operating Expense)	\$ (936,812)	\$ (1,439,267)	\$ 502,455	-34.9%	\$ (1,511,230)	\$ 574,418	\$ (1,648,615)	56.8%

(*)
Refers to items not directly associated with operations. These items include interest earned, city tax collections, excise tax payments and interest expense.
Items are listed separately under "Non-Operating Revenues/ (Expenses)" and "Special Items" on the DRA's Operating Statement.

	Year to Date			
	November 2025 Actual	November 2024 Actual	Actual \$ Change (2025 - 2024)	Actual % Change (2025 - 2024)
Dedicated Taxes				
City Lodging Tax (2%)	\$ 1,608,459	\$ 1,709,249	\$ (100,790)	-5.9%
City Sales Tax Credit	2,146,017	2,128,598	17,419	0.8%
County Sales Tax Credit	1,932,926	1,850,049	82,877	4.5%
Total Tax Revenue	\$ 5,687,402	\$ 5,687,897	\$ (495)	0.0%
Annual Tax Revenue Cap	\$ 2,975,000	\$ 2,900,000	\$ 75,000	2.6%
% of Cap	191.2%	196.1%		

	Year to Date	
	November 2025 Actual	2025 Budgeted
Capital Projects		
Capital Project Expenses	\$ 1,224,403	\$ 6,236,891

	Year to Date				
	Ending Balances after Flow of Funds	Monthly Fund Balance Change	November 2024 Actual	Required Amounts (12/31/2025)	% of Required Amounts (12/31/2025)
Cash Balance Reconciliation					
Operating Petty Cash	\$ 476,227	\$ (144,215)	\$ 45,678	\$ -	N/A
Lockbox/Available Revenue Fund	560,990	-	545,848	500,000	112.2%
Taxes & Insurance Fund	149,529	-	185,683	144,951	103.2%
Administrative Expense Fund	77,374	(8,540)	81,739	50,000	154.7%
Project Revenue Debt Service Fund	3,953,643	\$ 187,698	3,480,780	1,909,556	207.0%
Tax Revenue Debt Service Fund	2,822,975	-	2,716,675	1,827,025	154.5%
Primary R & R Fund	-	(435,464)	385,367	-	N/A
Contingency Fund	1,455,000	-	1,715,000	-	N/A
Management Fee Fund	-	-	27,338	-	N/A
Subordinate R & R Fund	406,263	(3,417)	198,545	-	N/A
Cash Trap Fund	2,500,000	-	2,500,000	-	N/A
Authority Reserve Fund - Excess	4,871,039	-	3,210,421	-	N/A
Authority Reserve Fund - Restricted	500,000	-	500,000	-	N/A
Total Escrow Fund Cash Balances	\$ 17,773,040	\$ (403,938)	\$ 15,593,074	\$ 4,431,532	
County PFD Fund - Loan Balance	** (57)		(123)		

Comments

- On December 1, 2025, the DRA transferred \$187k of excess cash to the Project Revenue Debt Service Fund. This transfer resulted from better than expected cash inflows during the month. Including the December 1, 2025 Flow of Funds transfer, there are sufficient cash balances in each of the DRA's Project Revenue Debt Service Fund and Tax Revenue Debt Service Fund to pay each of the January 1, 2026 debt service payments (principal + interest).
- Excluding depreciation, the DRA has realized an increase of Net Position totaling \$5.095 million which is \$305k more than the cumulative budgeted increase in Net Position of \$4.789 million. *Depreciation has no effect on cash in the current period*
- The 2025 Annual Tax Cap of \$2.975 million was met 7/1/2025.
As of 11/30/2025, a total of \$1,954,843.24 in excess revenues had been paid to Clark County PFD. This includes \$1,384,722.10 applied toward the loan balance, plus the outright return of revenues of \$570,121.14.
- ** On September 3, 2025, the Clark County PFD Loan was paid off in full. Per the Interlocal Agreement, from that point until the end of 2025, any excess City revenues will be paid to City PFD.
As of 11/30/2025, a total of \$757,558.80 has been paid to City PFD.

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Downtown Redevelopment Authority
(A Component Unit of the City of Vancouver)

Statement of Net Position

Substantially all Disclosures Required by GAAP are omitted.

As of November 30, 2025 and December 31, 2024

	11/30/25	Audited 12/31/2024	Change from Prior Year-End	% Change
ASSETS				
Current assets				
Cash and cash equivalents	\$ 101,294	\$ 97,954	\$ 3,340	3.4%
Restricted cash with fiscal/escrow agent	\$ 17,344,958	\$ 15,668,970	\$ 1,675,988	10.7%
Receivables (net)				
Taxes	\$ 1,509,994	\$ 1,509,994	\$ -	0.0%
Accounts	\$ 1,492,656	\$ 877,335	\$ 615,321	70.1%
Interest	\$ 52,865	\$ 56,157	\$ (3,292)	(5.9%)
Inventory	\$ 53,223	\$ 48,358	\$ 4,865	10.1%
Prepaid expenses	\$ 226,086	\$ 338,074	\$ (111,988)	(33.1%)
Total current assets	\$ 20,781,076	\$ 18,596,842	\$ 2,184,234	11.7%
Noncurrent assets				
Capital assets				
Buildings and equipment	\$ 61,253,357	\$ 60,675,779	\$ 577,578	1.0%
Accumulated depreciation	\$ (32,037,848)	\$ (31,440,120)	\$ (597,728)	1.9%
Total noncurrent assets	\$ 29,215,509	\$ 29,235,659	\$ (20,150)	(0.1%)
TOTAL ASSETS	\$ 49,996,585	\$ 47,832,501	\$ 2,164,084	4.5%
DEFERRED OUTFLOWS OF RESOURCES				
Unamortized deferred amount on refunding	\$ 562,133	\$ 625,880	\$ (63,747)	(10.2%)
LIABILITIES				
Current liabilities				
Accounts payable	\$ 143,451	\$ 118,474	\$ 24,977	21.1%
Accrued interest payable	\$ 738,818	\$ 945,881	\$ (207,063)	(21.9%)
Accrued liabilities	\$ 1,265,874	\$ 689,569	\$ 576,305	83.6%
Unearned revenue	\$ 1,687,468	\$ 1,427,616	\$ 259,852	18.2%
Bonds, notes and leases payable	\$ 2,850,000	\$ 2,714,304	\$ 135,696	5.0%
Total current liabilities	\$ 6,685,611	\$ 5,895,844	\$ 789,767	13.4%
Noncurrent liabilities				
Bonds, notes and leases payable from restricted assets	\$ 37,995,336	\$ 40,842,894	\$ (2,847,558)	(7.0%)
Due to other governments	\$ 528,467	\$ 528,561	\$ (94)	(0.0%)
Total noncurrent liabilities	\$ 38,523,803	\$ 41,371,455	\$ (2,847,652)	(0.3%)
TOTAL LIABILITIES	\$ 45,209,414	\$ 47,267,299	\$ (2,057,885)	(4.4%)
NET POSITION				
Net investment in capital assets	\$ (11,067,694)	\$ (13,695,659)	\$ 2,627,965	(19.2%)
Restricted for capital purposes	\$ 406,263	\$ 421,169	\$ (14,905)	100.0%
Restricted for debt service	\$ 6,588,919	\$ 6,197,455	\$ 391,465	6.3%
Unrestricted	\$ 9,421,815	\$ 8,268,118	\$ 1,153,697	14.0%
TOTAL NET POSITION	\$ 5,349,304	\$ 1,191,082	\$ 4,158,221	349.1%

Downtown Redevelopment Authority
(A Component Unit of the City of Vancouver)

Statement of Revenues Expenses and Changes in Net Position

Substantially all Disclosures Required by GAAP are omitted.

For the months ended November 30, 2025 and 2024

	Actuals				Original Budget		
	Eleven months ending November 30, 2025	Eleven months ending November 30, 2024	\$ Change	% Change	YTD Budget	Variance to Budget Favorable/ (Unfavorable)	%
OPERATING REVENUES							
Charges for services	\$ 20,044,301	\$ 19,658,257	\$ 386,044	2.0%	\$ 19,536,819	\$ 507,482	2.6%
Miscellaneous	\$ -	\$ -	\$ -		\$ -	\$ -	
Total operating revenues	\$ 20,044,301	\$ 19,658,257	\$ 386,044	2.0%	\$ 19,536,819	\$ 507,482	2.6%
OPERATING EXPENSES							
Supplies and contractual services	\$ 16,483,054	\$ 15,878,109	\$ 604,945	3.8%	\$ 16,075,855	\$ (407,199)	-2.5%
Depreciation	\$ 936,812	\$ 1,439,267	\$ (502,455)	-34.9%	\$ 1,511,230	\$ 574,418	38.0%
Total operating expenses	\$ 17,419,866	\$ 17,317,376	\$ 102,490	0.6%	\$ 17,587,086	\$ 167,220	1.0%
Operating income (loss)	\$ 2,624,435	\$ 2,340,881	\$ 283,554		\$ 1,949,733	\$ 674,702	34.6%
NONOPERATING REVENUES (EXPENSES)							
Intergovernmental contributions	\$ 2,996,917	\$ 3,028,266	\$ (31,349)	-1.0%	\$ 2,727,083	\$ 269,834	9.9%
Interest earnings	\$ 552,851	\$ 651,457	\$ (98,606)	-15.1%	\$ 651,457	\$ (98,606)	-15.1%
Excise Tax	\$ (324,146)	\$ (301,170)	\$ (22,976)	7.6%	\$ (311,338)	\$ (12,808)	-4.1%
Proceeds (Loss) from Sale of Capital Assets	\$ (7,575)	\$ -	\$ (7,575)	0.0%	\$ -	\$ (7,575)	-100.0%
Interest and fiscal charges	\$ (1,684,258)	\$ (1,833,209)	\$ 148,951	8.1%	\$ (1,738,653)	\$ 54,395	3.1%
Total nonoperating revenues (expenses)	\$ 1,533,789	\$ 1,545,344	\$ (11,555)	0.7%	\$ 1,328,549	\$ 205,240	15.4%
Change in net position	\$ 4,158,224	\$ 3,886,225	\$ 271,999	-7.0%	\$ 3,278,282	\$ 879,942	26.8%
TOTAL NET ASSETS - BEGINNING	\$ 1,191,080	\$ (2,199,968)	\$ 3,391,048	154.1%			
TOTAL NET ASSETS - ENDING	\$ 5,349,304	\$ 1,686,257	\$ 3,663,047	-217.2%			

Downtown Redevelopment Authority
(A Component Unit of the City of Vancouver)

STATEMENT OF CASH FLOWS

For the month ended November 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from operating activities	\$	19,688,832
Cash payments for goods and services	\$	(15,774,649)
Net cash provided (used) by operating activities	\$	<u>3,914,183</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Receipts from other governments	\$	5,687,402
Payments to other governments	\$	(3,036,548)
Net cash provided (used) by noncapital financing activities	\$	<u>2,650,854</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal paid on capital debt	\$	(2,685,151)
Interest paid on capital debt	\$	(1,832,463)
Purchase of capital assets	\$	(924,238)
Net cash provided (used) by capital and related financing activities	\$	<u>(5,441,852)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Receipt of interest	\$	556,143
Net cash provided (used) by investing activities	\$	<u>556,143</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$	1,679,328
CASH AND CASH EQUIVALENTS - BEGINNING	\$	15,766,924
CASH AND CASH EQUIVALENTS - ENDING	\$	<u><u>17,446,252</u></u>
Reconciliation of operating income (loss) to net cash used by operating activities:		
Net operating income (loss)	\$	2,624,435
Adjustments to reconcile net operating income (loss) to net cash provided by operations:		
Depreciation expense	\$	936,812
(Increase) Decrease in receivables	\$	(615,321)
(Increase) Decrease in inventories	\$	(4,865)
(Increase) Decrease in prepaid items	\$	111,988
Increase (Decrease) in current payables	\$	601,282
Increase (Decrease) in unearned revenue	\$	259,852
Total adjustments	\$	<u>1,289,748</u>
Net cash provided (used) by operating activities	\$	<u><u>3,914,183</u></u>

**Flow of Funds and Operating Cash Pursuant to Trust Indenture
Financial Statement Period November 2025**

	Account name	Beginning Balances (11/1/2025)	Ending Balances (11/30/2025)	December 1st, flow of funds deposits, use of Cash Trap, and management fee payment	Cash balances after monthly flow of funds	Amounts Required 7/1 through 12/31/2025	Excess / (Deficit) through 12/31/2025	Requirement Description
1	Operating Petty Cash Account	\$ 620,442	\$476,227	\$ -	\$ 476,227	\$-	\$476,227	Remaining balance intended to cover automatically deducted banking/merchant charges. Excluding the 2-OPCA Requests pending transfer = \$428,082.75, the balance would be \$48,144.41.
2	Available Revenue Account & Lockbox Account	\$ 716,086	\$776,062	\$ (215,072)	\$ 560,990	\$ 500,000	\$60,990	Must have \$500,000 balance as of 1st business day. Amount in cash balance after flow of funds includes Hilton management fee of \$60,989.76 which is withdrawn the 1st of every month separately.
3	Taxes and Insurance Fund	\$ 149,529	\$149,529	\$ -	\$ 149,529	\$ 144,951	\$4,578	Cash moved throughout the year to cover estimated policy renewals due in 2025. Budget = \$312k total for 3 policies. 2-policy renewals paid as of Oct-25 (both under budget); 1-policy renewal pending (cash balance exceeds budget by \$4.6k).
4	Administrative Expense Fund	\$ 50,000	\$50,000	\$ 27,374	\$ 77,374	\$ 50,000	\$27,374	Amounts required represent average monthly amount for known and budgeted Administrative Expenses remaining (not yet paid). Any excess balance will be applied to future administrative expenses.
5	Project Revenue Debt Service Fund	\$ 3,646,762	\$3,765,944	\$ 187,698	\$ 3,953,643	\$1,909,556	\$2,044,086	Amounts required through 12/31/2025 represent debt service payments payable January 1, 2026 (principal + interest).
6	Tax Revenue Debt Service Fund	\$ 2,822,975	\$2,822,975	\$ -	\$ 2,822,975	\$1,827,025	\$995,950	Amounts required through 12/31/2025 represent debt service payments payable January 1, 2026 (principal + interest).
7	Renewal and Replacement Fund	\$ 435,464	\$-	\$ -	\$ -	\$ -	\$ -	Monthly calculation of 4% of gross operating revenues. Funds flow annual only to the extent that there is combined excess of Funds in #5 and #6 above. Funds are transferred from Contingency as needed.
8	Contingency Fund	\$ 1,455,000	\$1,455,000	\$ -	\$ 1,455,000	\$ -	\$ 1,455,000	Amounts flow annually into this Fund, up to the requirement only and only to the extent there is excess available beyond the requirements of Funds #5 through #7, above. Once requirement is met amounts flow below this point.
9	Management Fee Fund	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	Beginning in calendar year 2016, pursuant to the Amended and Restated Project Operating agreement, the subordinate component of the management fee becomes due on the first of every month.
10	Subordinate Renewal and Replacement Fund	\$ 409,680	\$406,263	\$ -	\$ 406,263	\$ -	\$ 406,263	Monthly calculation of 1% of gross operating revenues. Funds flow annual to satisfy the deficit calculation only and only to the extent that there is combined excess in Funds described in #5 through #9, above. Once the requirement is met amounts flow below this point. Funds are transferred from Contingency as needed.
11	Cash Trap Fund	\$ 2,500,000	\$2,500,000	\$ -	\$ 2,500,000	\$ -	\$ -	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #10, above. Once the requirement is met amounts flow below this point.
12	Authority Revenue Fund	\$ 4,871,039	\$4,871,039	\$ -	\$ 4,871,039	\$ -	\$ -	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #11, above. Once the requirement is met amounts flow below this point.
13a	Authority Revenue Fund - RESTRICTED	\$ 500,000	\$500,000	\$ -	\$ 500,000	\$ -	\$-	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #12, above. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement.
	Totals	\$18,176,978	\$17,773,040	\$-	\$17,773,040	\$4,431,532	\$5,470,468	
13b	County PFD Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #12, above. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement.
	County PFD Loan, Outstanding Principal Balance	\$ -	\$ (57)	\$ -	\$ (57)	\$-	\$ -	Represents the outstanding loan balance owed to the Clark County PFD as of month end. Balance is due to delay in Treasury submission of return wire.

Notes to Accompany Bank Balances

<p>1 <u>The Operating Petty Cash Account</u> is the account from which the Project Manager, Hilton, deposits the funds withdrawn from the Lockbox solely for the purpose of paying Operating Expenses, Pursuant to Section 3.07 of the Amended and Restated Operating Agreement.</p>	<p>6 <u>Tax Revenue Debt Service Fund</u> is maintained to meet the debt service requirements of the Conference Center Project Refunding Revenue Bonds Series 2013B, which is the portion of the bond offering secured by the tax revenue flow, without regard to revenue generated by operations of the Hotel and Convention Center Project. Total debt issued \$18,045,000. Full maturity of the debt - January 1, 2034. A complete schedule of interest and principal payments from the Bond offering Official Statement is attached.</p>	<p>11 <u>The Authority Reserve Fund</u> was established pursuant to Appendix A of the Amended and Restated Trust Indenture - the Authority Reserve Fund Requirement is an amount equal to \$500,000. Funds can be used to meet an obligation of the DRA when shortfalls exist in other accounts otherwise designated to pay that obligation but only after the Contingency fund is fully depleted.</p>
<p>2 <u>The Available Revenue Fund</u> was established pursuant to Section 5.03 of the Indenture. The Lockbox accounts is maintained pursuant to Section 5.05 of the Indenture and established pursuant to Section 2 of the Amended and Restated Cash Management and Lockbox agreement. At the beginning of each month the Lockbox is required to have the Operating Cost Set Aside Amount, which Pursuant to Appendix A of the Amended and Restated Trust Indenture - the Operating Cost Set Aside Amount means \$500,000.</p>	<p>7 <u>The Renewal and Replacement Fund</u> is the account for which capital projects are funded. The amount required to be deposited is calculated at 4% of the Monthly Gross Operating Revenue. The deficit is calculated on a cumulative basis from the beginning of the project, less cumulative deposits from the beginning of the project. The ending cash balance represents cumulative deposits from the beginning of the project, less cumulative expenditures from the beginning of the project. The amounts to fund the deficit flow into this account annually. The 4% Subordinate Renewal and Replacement Set Aside Amount requirement is Pursuant to Appendix A of the Amended and Restated Trust Indenture.</p>	<p>12 <u>The Cash Trap Fund</u> was established pursuant to Appendix A of the Amended and Restated Trust Indenture - the Cash Trap Fund Requirement means the amount of \$2,500,000. Funds can be used to meet an obligation of the DRA when shortfalls exist in other accounts otherwise designated to pay that obligation but only after the Contingency fund and Authority Reserve Fund are fully depleted.</p>
<p>3 <u>The Taxes and Insurance Fund</u> is maintained to ensure significant fund for annual insurance premiums when due. There is no requirement to maintain a minimum balance. Established pursuant to Section 5.03 of the Indenture.</p>	<p>8 <u>The Contingency Fund</u> holds an amount Pursuant to Appendix A of the Amended and Restated Trust Indenture - the Contingency Requirement means an amount equal to \$2,000,000. These funds can be used to meet an obligation of the DRA when shortfalls exist in other accounts otherwise designated to pay that obligation.</p>	<p>13a <u>The Authority Revenue Fund - additional</u> holds amounts used to repay ACA Note Payable Pursuant to the Financing Agreement between ACA and the Authority. ACA was the Authority's bond issuer for the 2003 debt series. Principal amount is \$1,430,554.61 with 4.42% interest, bringing the total amount due to \$3,123,161. Maturity Date is January 1, 2044. Principal and Interest Payment are scheduled to commence on January 1, 2033. Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #12, above. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement. In addition, per the Indenture, the DRA may use amounts in the fund for other purposes. Planned uses include payments to the City of Vancouver per the Lot 24 Parking License Agreement and costs related to major renovation projects planned for 2020-2022.</p>
<p>4 <u>The Administrative Expense Fund</u> is maintained to ensure monthly administrative obligations are funded when due. There is no stated minimum amount required to be maintained. Established pursuant to Section 5.03 of the Indenture.</p>	<p>9 <u>The Management Fee Fund</u> is the account that will accumulate the funds that the Authority is obligated to pay, in arrears, subject to the availability of amounts in this fund the subordinate component of the management fee. The obligation to accrue the amount monthly becomes effective in calendar year 2016. The 2021 annual obligation is \$139,055. See Section 8 of the First Amendment to the Management Agreement outlines the on-going obligation.</p>	<p>13b <u>The County PFD Fund</u> holds amounts used to repay liability to County PFD. This balance increases monthly with flow of County Sales Tax Credit Revenue. Established pursuant to Section 5.03 of the Indenture. Amounts are applied to interest first. Interest rate is 5.63%. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement.</p>
<p>5 <u>The Project Debt Service Fund</u> is maintained to meet the debt service requirements of the Conference Center Project Refunding Revenue Bonds Series 2013A, which is the portion of the bond offering secured by the revenue flow of the Hotel and Convention Center Project. Total debt issued - \$41,185,000. Full maturity of the debt - January 1, 2044. A complete schedule of interest and principal payments from the Bond offering Official Statement is attached.</p>	<p>10 <u>The Subordinate Renewal and Replacement Fund</u> is the second available account for which capital projects are funded. The amount required to be deposited is calculated at 1% of Monthly Gross Operating Revenue. The deficit is calculated on a cumulative basis from the beginning of the project, less deposits made into the account less cumulative deposits from the beginning of the project. The ending cash balance represents cumulative deposits from the beginning of the project, less cumulative expenditures from the beginning of the project. The amounts to fund the deficit flow into this account annually. The 1% Subordinate Renewal and Replacement Set Aside Amount requirement is Pursuant to Appendix A of the Amended and Restated Trust Indenture.</p>	

NOTE: City of Vancouver Commitment to Downtown Redevelopment Authority (DRA), with respect to the Vancouver Conference Center: The City signed an agreement on December 1, 2003, to participate in the construction and operation of the Vancouver Conference Center, using tourism funds. In June 2013, the DRA refinanced the debt associated with the construction of the Vancouver Conference Center. As a part of the refinancing, the City agreed that, if, prior to each Interest Payment Date or Principal Payment Date, the amounts on deposit per the Trust Indenture are insufficient to pay the principal and interest due on the 2013 Project Revenue Bonds, upon notice of such deficiency from the Trustee, the City shall pay to the Trustee an amount equal to the deficiency; the maximum obligation on that payment date being the debt service amount of the 2013 Project Revenue Bonds due on such date. Any payment by the City of this conditional payment amount shall constitute a loan by the City to the DRA, with interest payable on such amounts at the rate or rates on the 2013 Project Revenue bonds. If a payment obligation is made and a loan created, the obligation for repayment become subordinate to the obligation of the Authority Revenue Fund and the County PFD Fund.

**DOWNTOWN REDEVELOPMENT
AUTHORITY STAFF REPORT NO. 12-18-25-01**

TO: Downtown Redevelopment Authority
FROM: Natasha Ramras, Executive Director

DATE: 12/18/25

Subject: Downtown Redevelopment Authority 2026 Operating and Capital Budgets

Objective: Adopt the DRA 2026 Operating and Capital Budget

Present Situation:

The estimated revenues and expenses for 2026 for the Vancouver Downtown Redevelopment Authority are shown in the attached 2026 Operating and Capital Budget. The proposed operating budget totals \$20,212,162 for the year, and the proposed capital budget totals \$4,903,500. Projects included in the capital budget are shown in the attached 2026 DRA Capital Project Budget Summary.

As detailed in the 2026 DRA Operating and Capital Budget summary, the DRA will receive revenue primarily from hotel/convention center operations, and from the three tax sources dedicated to the conference center project: the City's Lodging Tax, the City Public Facilities District Sales Tax Credit, and the 8 Public Facilities District Sales Tax Credits. The City will continue to serve as the DRA's fiscal agent and provide management, legal, accounting, and other fiscal services to the DRA.

Proposal: To approve the 2026 Operating and Capital Budgets.

Action Requested:

Approve the resolution. An example motion would be: "I move to approve Resolution 12-18-25-01, adopting the Downtown Redevelopment Authority Operating and Capital Budgets for the year ending December 31, 2026."

Attachments:

- Resolution 12-18-25-01
- DRA 2026 Operating and Capital Budget - Attachment A
- DRA 2026 Capital Project Budget Summary - Attachment B

RESOLUTION NO. 12-18-01-25

A RESOLUTION of the Board of Directors of the Downtown Redevelopment Authority (DRA) approving the 2026 Operating and Capital Budgets.

WHEREAS, the Downtown Redevelopment Authority (DRA) is a public corporation established under the authority of RCW 35.21.730 to promote redevelopment in the downtown area of the City of Vancouver; and,

WHEREAS, the DRA Board has received and considered its 2026 Operating and Capital Budgets in public session and has invited and received public comment, all as related in DRA Staff Report 12-18-25-01.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN REDEVELOPMENT AUTHORITY, as follows:

Section 1. An operating budget appropriation in the amount of \$20,212,162 for 2026 is hereby approved and adopted. A capital budget appropriation in the amount of \$4,903,500 is hereby approved and adopted.

Section 2. This resolution shall take effect immediately upon its adoption.

ADOPTED by the Board of Directors of the Downtown Redevelopment Authority at a regular meeting held this the 18th day of December 2025.

ATTEST:

APPROVED TO FORM:

Jan Robertson, President

Dan Lloyd, Attorney to DRA

Kathleen Kee, Secretary-Treasurer

Downtown Redevelopment Authority 2026 Operating and Capital Budget

Attachment A

		<u>2026 Operating Budget</u>	
Revenues			
	Tax Revenues	\$	21,956,450
	Conference Center and Hotel Operations	\$	2,254,000
	Revenue Total Revenues	\$	24,210,450
Operating Expenses			
	Conference Center and Hotel Operations	\$	(16,549,506)
	Room Expenses	\$	(3,772,382)
	Total Overhead	\$	(6,550,483)
	F&B	\$	(6,226,641)
	Professional Services City	\$	(964,233)
	Administrative Support	\$	(205,000)
	Insurance, Taxes and Other Operating Expenses	\$	(756,046)
A	Total Operating Expenses	\$	(18,474,785)
Other Non-Operating Income/(Expense)			
	Interest Earnings	\$	599,518
	Hilton Non-Operating Expenses, net	\$	(2,160)
B	County Interest Expense	\$	(27,089)
C	Interest Charges -Series 2013 Project Revenue Bonds	\$	(1,439,738)
D	Interest Charges - Series 2013 Tax Revenue Bonds	\$	(270,550)
	Total Other Income/Expenses	\$	(1,140,019)
	Net Budgeted Revenue and Expense Affecting Cash		4,595,646
Non-Cash Budgeted Expense Items			
	Depreciation	\$	(1,041,831)
	Amortization	\$	(41,446)
E	Total Non-Cash Budgeted Expense Items	\$	(1,083,276)
	Projected Income/(Loss)		3,512,369
	Total Operating Budget Appropriation (A+B+C+D)	\$	(20,212,162)

Capital Expense Budget Summary by Category

<u>DRA Capital Projects</u>			
	Design of Expansion of the Expansion	\$	3,600,000
<u>Hilton Capital Projects</u>			
	Building FF&E, Systems - new requests	\$	1,295,000
	Information Technology	\$	8,500
	Total Capital Budget Appropriation	\$	4,903,500

2026 Additional Cash expense (principal)	\$	(2,850,000)
Anticipated Transfer from VPFD	\$	3,000,000
2026 Projected Impact on DRA reserves	\$	(157,854)

DRA - Confidential

2026 DRA Capital Project Budget Summary

Attachment B

	2026
Design of Expansion/Renovation of the Convention Center (approximately 1/2 of the total cost)	3,600,000
Model Room Remodel	250,000
Fire Panel Replacement -- Contingency	250,000
Elevator Modernization	700,000
Carry-forward Pool Project from 2025	35,000
Contingency	60,000
Replace MS Office 2021	8,500
Total Capital Projects	4,903,500



2026 DRA Meeting and Work Plan Schedule

Regular Board Meetings will take place on the third Thursday of the relevant month, starting at 11:00am unless specified otherwise.

Month	Work Plan Item
* <i>January (No Meeting)</i>	<ul style="list-style-type: none"> • 2025 Preliminary Financial Report and year-end Flow of Funds • Preparation of the RFP for Audit Services • Preparation of the DRA financial statements for 2025
February 19, 2026 (11:00 a.m.)	<ul style="list-style-type: none"> • 2025 Year End Review • Capital projects status and updates • Review Annual Report to City Council
<i>March (No Meeting)</i>	<ul style="list-style-type: none"> • Coordinate Audit of the DRA Financials
April 16, 2026 (11:00 a.m.)	<ul style="list-style-type: none"> • Review 1Q 2026 Results
<i>May, June (No Meeting)</i>	<ul style="list-style-type: none"> • SAO audit
July 16, 2026 (11:00 a.m.)	<ul style="list-style-type: none"> • 2Q 2026 Financial Report & Flow of Funds Forecast • Update on status of the capital projects
<i>August (No Meeting)</i>	
September 17, 2026 (11 a.m.)	<ul style="list-style-type: none"> • 3Q 2026 Financial Report and Flow of Funds Forecast
<i>October (No Meeting)</i>	
<i>November (No Meeting)</i>	<ul style="list-style-type: none"> • 2027 Budget Review
December 17, 2026 (11:00 a.m.)	<ul style="list-style-type: none"> • Approval of 2027 Operating and Capital Budget

**Executive Director will provide a Condensed Financial Report and any relevant updates, in months when there is no Board meeting;*

- *Finance Committee will meet on the same schedule as scheduled meetings.*
- *Major Facilities Committee will meet at least once every 6 months.*

**DOWNTOWN REDEVELOPMENT AUTHORITY
STAFF REPORT NO. 12-18-25-02**

TO: Downtown Redevelopment Authority Board

DATE:
12/18/2025

FROM: Natasha Ramras, Executive Director

Subject: Amendment of DRA Procurement Policies

Objective: Approve a Resolution Amending Procurement Policies and Guidelines

Background: DRA approved new Procurement Policies and Guidelines in June of 2020 and amended: July 2021; February 2023; and January 2024. During the last year, it became apparent that several minor modifications to the policies would improve the contracting process and the ability to meet project timelines.

Proposal: The proposed changes are outlined below:

1. The proposed changes to the policy added a new section 5.2.3, specifying that projects funded through the OPCA request are not subject to prevailing wage calculations.
2. Chapter 5.4 has been amended to allow for projects estimated to cost less than \$300 thousand to be solicited through the small works roster. The attached, amended Policies clarify and define this process.
3. Exhibit A to the Policies is being updated for consistency with the above change.

Action Requested: Approve the proposed resolution. An example motion would be: “I move to approve Resolution 12-18-25-02 adopting changes to the DRA Procurement Policies and Guidelines”.

RESOLUTION NO. 12-18-25-02

A RESOLUTION of the Board of Directors of the Downtown Redevelopment Authority (DRA) amending Procurement Policies and Guidelines.

WHEREAS, the Downtown Redevelopment Authority (DRA) is a public corporation established under the authority of RCW 35.21.730 to promote redevelopment in the downtown area of the City of Vancouver; and

WHEREAS, the DRA owns the Hilton Vancouver Conference Center Hotel and has entered into an Amended and Restated Project Operating Agreement (Management Agreement) with Hilton Hotel Employer, LLC (Manager) to manage the facility; and

WHEREAS, the DRA as a public corporation is committed to operating in compliance with the Washington State procurement laws but is not subject to the City of Vancouver procurement rules; and

WHEREAS, DRA approved the adoption of its own Procurement Policies and Guidelines in June of 2020 and modified: July 2021; February 2023; and January 2024 and

WHEREAS, During the last year, it became apparent that several minor modifications to the policies might improve the process and project timelines, the DRA deems it appropriate to make such modifications.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN REDEVELOPMENT AUTHORITY, as follows:

Section 1. The DRA Board hereby approves amendments to its Procurement Policies and Guidelines as set forth in Exhibit A, a copy of which is attached and incorporated by this reference.

Section 2. The Manager and DRA Executive Director are hereby authorized to implement such policies and guidelines as necessary to carry out the direction of this Resolution.

Section 3. This resolution shall take effect January 1, 2026.

ADOPTED by the Board of Directors of the Downtown Redevelopment Authority this 18th day of December 2025.

Jan Robinson, President

ATTEST:

Kathleen Kee, Secretary-Treasurer

APPROVED AS TO FORM:

Dan Lloyd, Counsel to the Authority



City of Vancouver, WA

Downtown Redevelopment Authority

Procurement Policies and Guidelines

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- Exhibit A: Procurement Thresholds and Process Summary**
- Exhibit B: Vancouver Conference Center Hotel Operating Standards**
- Exhibit C: Architectural and Engineering Advertisement Example**
- Exhibit D: Mandatory Responsible Bidder Certification Form Example**
- Exhibit E: Public Works Contract Bid Tabulation Worksheet Example**
- Exhibit F: Public Works Contract Addendum Example**
- Exhibit G: MRSC Contract Closure Guidelines**

1. Introduction

1.1. Purpose

The purpose of this document is to establish policies and procedures to guide the Downtown Redevelopment Authority’s (DRA/Authority) procurement of goods, supplies and services including public works. The Authority follows state requirements regarding the expenditure of public funds and follows other practices to help ensure that goods and services are procured at least cost to the public while avoiding fraud and favoritism. The DRA’s procurement policies and guidelines shall apply to the DRA and its contractors and agents.

1.2. Purchasing Code of Ethics

The DRA adopts the following code of ethics regarding DRA contracting to instill public confidence in the award of public contracts and the expenditure of public funds.

- 1.2.1. Actions of the Board of Directors, DRA contractors and agents, and all others representing the DRA shall be impartial and fair.
- 1.2.2. All decisions shall comply with adopted policies and procedures and shall be made through the proper channels of the DRA’s structure and/or as specified in the Project Operating Agreement (see Section 2.3 below).
- 1.2.3. No business or contracting relationship with the DRA, DRA contractors or DRA agents shall be for personal gain. Purchasing decisions shall be impartial, based upon the specifications for the procurement and the responses of those bidding on the supply or service.
- 1.2.4. No DRA Board Member, officer or agent may participate in the selection, award, or administration of a contract if she or he has a real or apparent conflict of interest. This conflict of interest extends beyond an individual Board Member, officer, or agent to include the individual’s immediate family members, partners and others within the immediate household.

1.3. Procurement Thresholds and Processes Summary

- 1.3.1. A summary of the procurement thresholds and the related process for each type of procurement is included in Exhibit A.

2. Controlling Requirements

2.1. City of Vancouver

- 2.1.1. The DRA was created by the City of Vancouver in 1997 via ordinance No. M-3302 as a Public Development Authority as authorized through the Revised Code of Washington (RCW) Chapter 35.21.730.
- 2.1.2. The DRA operates according to Vancouver Municipal Code (VMC)

Section 2.72.010-2.73.300.

- 2.1.3. The City's authorizing ordinance and the VMC state that the DRA was established to plan, design, finance, acquire, construct, equip, own, maintain, operate, repair, remodel, expand, and promote the Vancouver Convention Center and Hotel Project.

2.2. State of Washington

- 2.2.1. State law does not require a competitive process for the procurement of general operating supplies and services by public development authorities.
- 2.2.2. RCW 39.04.020 outlines the state requirements related to the procurement process for Public Works.
- 2.2.3. RCW 39.04.010 defines Public Works as "all work, construction, alteration, repair, or improvement other than ordinary maintenance."
- 2.2.4. RCW 39.80.030 outlines the state requirements related to the procurement process for Architectural and Engineering services.
- 2.2.5. RCW 39.12 outlines the state requirements related to paying prevailing wages.
- 2.2.6. RCW 39.10 outlines the state requirements allowing the use of alternative contracting procedures.

2.3. Project Operating Agreement

- 2.3.1. The DRA owns the Vancouver Conference Center Hotel which consists of a 226 room "upscale" hotel, approximately 30,000 square feet of meeting space, a 150-space parking garage and a restaurant and bar.
- 2.3.2. The DRA has entered into an Amended and Restated Project Operating Agreement (Management Agreement) with Hilton Management LLC as the manager (Manager) of the Vancouver Conference Center Hotel project (Project). The Project constitutes the majority of the Authority's operations.
- 2.3.3. The Management Agreement includes Operating Standards that the Manager must meet. The Operating Standards are included as Exhibit B.
- 2.3.4. The Management Agreement includes certain purchasing procedures and guidelines specific to the operation of the Vancouver Conference Center Hotel project. Where appropriate language from the Management Agreement is included in the DRA's procurement policies and guidelines.

2.4. Trust Indenture

- 2.4.1. The DRA and Manager are bound by the Amended and Restated Trust Indenture that secures the payment of the principal and interest on bonds issued by the DRA to construct the Vancouver

Conference Center Hotel project.

- 2.4.2. The Trust Indenture identifies the terms and conditions that secure the bonds for the benefit of bondholders. The Management Agreement is referred to in the Trust Indenture.
- 2.4.3. The Trust Indenture identifies certain financial and operational requirements and metrics including actions to be taken by the Trustee, the DRA and Manager if they are not met.
- 2.4.4. All the revenue and expenses related to the operation of the Vancouver Conference Center Hotel project are subject to the terms and conditions of the Trust Indenture and flow through funds and accounts managed by the Trustee.

2.5. Exemptions from State Requirements

- 2.5.1. RCW 39.04.280 provides uniform exemptions to state competitive bidding requirements when awarding contracts for public works and other purchases. Allowable exemptions include:
 - 2.5.1.1. Purchases that are clearly and legitimately limited to a single source of supply.
 - 2.5.1.2. Purchases involving special facilities or market conditions.
 - 2.5.1.3. Purchases in the event of an emergency.
 - 2.5.1.4. Purchases of insurance or bonds.
 - 2.5.1.5. Public works in the event of an emergency.
- 2.5.2. Special Facilities or Market Conditions
 - 2.5.2.1. The DRA finds that the operation and maintenance of the Vancouver Conference Center Hotel project and the terms and conditions included in the Management Agreement and Trust Indenture involve “special facilities or market conditions” and qualify the DRA for an exemption from state bidding requirements. Examples include the Management Agreement’s allowed use of specific vendors for certain goods and services and the Conference Center Hotel’s Operating Standards which include operating as a “full service, first class, conference oriented Upscale Hotel.” Other examples include the being the only publicly owned hotel in Washington and the only LEED certified hotel in SW Washington.
 - 2.5.2.2. Notwithstanding the special facilities or market conditions exemption, the DRA and the Manager shall endeavor to comply with all state purchasing requirements and follow the procurement policies and procedures as outlined in this document.
 - 2.5.2.3. Prior to or immediately after the award of any public works contract where state competitive bidding requirements were not followed the contract and the factual basis for the

exception will be approved by the DRA Board in an open public meeting.

2.5.3. Emergencies

2.5.3.1. The DRA and the Manager shall follow emergency procurement procedures identified in the Management Agreement and Indenture.

2.5.3.2. Competitive bidding is not required when an emergency exists; however, in making emergency purchases, the DRA or the Manager shall endeavor to include the level of competition that is practical under the circumstances. The Manager, or Executive Director, is authorized to make emergency purchases upon a finding of the existence of an emergency. An emergency is any unforeseen circumstances beyond the control of the DRA that either a) present a real, immediate threat to the proper performance of essential functions; or b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Examples include any breakage or loss of equipment or other circumstance where necessary service is interrupted or is about to be interrupted; or situations where DRA assets may suffer a substantial loss by reason of the time required for following the regular purchasing procedures.

2.5.3.3. If an emergency exists, the Executive Director or Manager is authorized to act and will ask the DRA Board to pass a resolution at the next open public meeting that: Declares or confirms that an emergency situation exists or existed; Waives competitive bidding requirements for purposes of responding to the emergency situation; and authorizes, on behalf of the DRA, the execution of any contract necessary to address the emergency situation.

2.5.4. Sole Source of Supply

2.5.4.1. RCW 39.04.280(1)(a) allows the DRA or Manager to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier.

2.5.4.2. The DRA or Manager should base the decision to waive competitive bidding on an objective review of the required product or service, making sure to document why that product or service is mandatory, whether efforts were made to find other vendors and why the sole source procurement is justified.

3. Purchases of Goods and Services

3.1. Management Agreement References

- 3.1.1. Section 2.04. Negotiation of Contracts.
- 3.1.2. Section 2.07. Purchase of Inventories, Supplies and Consumables.
- 3.1.3. Section 2.09. Legal Services.
- 3.1.4. Section 2.23. Project Marketing Program.
- 3.1.5. Section 2.25. Purchasing.

3.2. General Guidelines

- 3.2.1. Manager shall, as agent on behalf of Authority and for the benefit of the Conference Center Hotel project, purchase, or arrange for the purchase of, all inventories, provisions, consumable supplies and operating supplies that are necessary and proper and act in a commercially reasonable and economical manner in purchasing such items, provided that the ownership of all such inventories, provisions, consumable supplies and operating supplies (with the exception of proprietary information) shall be in the Authority.
- 3.2.2. Manager shall select vendors based on Manager's reasonable judgment of which vendors provide the best combination of cost and quality of goods and services. Manager shall use its commercially reasonable efforts to purchase products from those vendors who have the needed items available, at the lowest price.
- 3.2.3. Manager shall act in an economical manner in purchasing items for the Project, but in selecting such items for purchase Manager also shall be entitled to reasonably consider the environmental consequences of its selections and the desirability of encouraging such things as recycling of materials.
- 3.2.4. Manager shall comply with the standard practices and policies applicable to Other Hilton Hotels (including competitive bidding) in the selection of vendors under contracts for goods and services.
- 3.2.5. National Vendors. Manager may elect to purchase inventories, supplies and consumables under vendor contracts available to Manager under the purchasing program of Manager and its related entities for so long as such a program is maintained.
- 3.2.6. Affiliates. Manager may enter into contracts for goods and services with related parties for goods and services normally provided by third party vendors, so long as (i) the contracts do not provide for a price in excess of the market price for such goods and/or services and the goods and/or services are of a quality that would be at least equivalent to that provided by an unrelated third party contractor pursuant to an arms-length contract for the same price as is charged by the Affiliate; and (ii)

such contracts do not result in any such Affiliate receiving any direct or indirect profit by reason thereof. Hilton Supply Management is an affiliate.

- 3.2.7. Procurement of information technology equipment and services shall meet all requirements of Manager.
- 3.2.8. Manager shall solicit bids from a minimum of three vendors for all contracts providing for payments in any one (1) year, in excess of \$25,000. Bids shall be from reputable vendors (if available) known to Manager to provide high quality service at competitive prices and permit Manager to operate the Project in the manner contemplated under the Management Agreement (at least one of whom must not be either a National Vendor or an Affiliate of Manager and may be designated by Authority, at Authority's election).
- 3.2.9. Manager shall use a formal Request for Proposals process or sealed bids for all contracts over \$300,000. Approval of all goods and services contracts over \$300,000 shall be by the DRA Board.
- 3.2.10. The Manager shall provide the DRA with a report each year on or before January 31 identifying all vendors with contracts that were paid \$25,000 or more in the prior year. The report shall list the vendor, contract effective date, amount paid in the prior year, and a brief description of the goods or services provided.
- 3.2.11. Where applicable, the Manager shall make diligent efforts to ensure contractors and vendors pay prevailing wages for all services.
- 3.2.12. Applicable state and DRA requirements may be included in a contract addendum with a separate acknowledgement by the contractor.

3.3. Purchased Services

- 3.3.1. Purchased Services are those provided by vendors for routine, necessary, and continuing functions mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making.
- 3.3.2. All purchased services, regardless of the contract value, will be procured using a process that identifies the vendor that offers the best value considering qualifications as the primary factor but also considering cost.
- 3.3.3. The Manager shall procure all purchased services in relation to the operation of the Conference Center Hotel project. In procuring purchased services the Manager shall comply with the guidelines identified in Section 3.2 above.

3.4. Personal Services

- 3.4.1. Management Agreement Reference
 - 3.4.1.1. Section 2.09. Legal Services. Retaining Special Assistant City Attorneys or attorneys to represent or advise the DRA in each situation, investigative services, and/or expert witnesses shall be by rules adopted by the DRA Attorney and approved by the Manager.
- 3.4.2. Personal services involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work. Personal services activities and products are mostly intellectual in nature and do not include architecture and engineering services, which are addressed in Section 4 below.
- 3.4.3. Personal services contracts for services, regardless of contract value, will be procured using a process that identifies the contractor that offers the best value for the project or task considering qualifications as the primary factor but also considering cost.
- 3.4.4. The Manager shall procure all personal services contracts for services provided in relation to the operation of the Conference Center Hotel project. In procuring purchased services the Manager shall comply with the guidelines identified in Section 3.2 above.
- 3.4.5. In the case of legal services, the Manager shall use legal counsel for the Project (which legal counsel shall be reasonably acceptable to the DRA) that has been procured by corporate Hilton. Manger's legal counsel shall provide legal services under Manager's direction and in coordination with the DRA's legal counsel.
- 3.4.6. The DRA Executive Director is authorized to execute personal services contracts for services provided directly to the DRA where the total value of the contract is less than \$50,000. Personal services contracts in excess of \$50,000 shall be presented for vote and approval by the DRA Board. In situations whereby immediate contracting is required, the Board President may provide authorization to proceed with ratification to follow at the next available public meeting of the DRA Board.

4. Purchases of Architectural and Engineering Services

4.1. Management Agreement References

- 4.1.1. Section 2.05. Maintenance of Project and Furniture, Fixtures and Equipment (FF&E).
- 4.1.2. Section 2.06. Supervision and Coordination of Renovations, Improvements, Etc.
- 4.1.3. Section 2.19. FF&E, Capital, Repair and Maintenance Expenses.

4.2. A&E Services Definition

- 4.2.1. Professional architectural and engineering (A&E) services are services provided by any person, other than an employee, that fall under the general state definitions of:
 - 4.2.1.1. Architecture (chapter 18.08 RCW).
 - 4.2.1.2. Engineering (chapter 18.43 RCW).
 - 4.2.1.3. Land surveying (chapter 18.43 RCW).
 - 4.2.1.4. Landscape architecture (chapter 18.96 RCW).

4.3. A&E Services Procurement and Project Management

- 4.3.1. The Manager shall manage all DRA projects requiring A&E services unless otherwise directed by the DRA.
- 4.3.2. The DRA and the Manager will follow the uniform requirements of chapter 39.80 RCW when procuring A&E services.
- 4.3.3. The DRA and Manager may use alternative contracting procedures including design-build. Any use of alternative contracting procedures must be approved by the DRA Board and follow the state requirements for alternative contracting procedures identified in RCW 39.10.
- 4.3.4. All vendor invoices shall be approved by the DRA and the Manager prior to payment. The DRA may also request that City of Vancouver Procurement Services review vendor invoices prior to payment.
- 4.3.5. The DRA, the Manager and City Procurement Services shall collaborate on the contract close out process and on any vendor requirements to be completed prior to final payment on the contract.

4.4. A&E Services Advertising

- 4.4.1. Annually, on or before January 31, the DRA will publish a description of the need for architectural and engineering services for the coming year as identified in the DRA's approved capital budget. The advertisement shall concisely state the general scope and nature of the projects or work for which services are required and any minimum vendor qualifications. The notice will provide information on when and where interested vendors can obtain additional details regarding the projects.
- 4.4.2. As an alternative to an annual advertisement the DRA may advertise separately for each project or group of projects that have a need for architectural and engineering services.
- 4.4.3. Minimum vendor requirements can include requirements identified by the Manager.
- 4.4.4. DRA or the Manager will publish a separate announcement regarding the need for A&E services if the DRA approves an amendment to its capital budget after January 31 that includes

- one or more new capital projects that require A&E services.
- 4.4.5. The DRA and Manager shall ensure that all qualified firms are afforded the maximum practicable opportunity to compete for and obtain contracts for services.
 - 4.4.6. An A&E services advertisement example is included in Exhibit C.
 - 4.4.7. The advertisement for A&E services and any additional information regarding the services shall be posted on the DRA's web site.

4.5. A&E Vendor Selection

- 4.5.1. The DRA or the Manager will develop and document the evaluation of vendors to provide A&E services as outlined in RCW 39.80.040. Potential evaluation criteria may include, but will not be limited to, the following:
 - 4.5.1.1. Experience in designing/surveying the type of project envisioned.
 - 4.5.1.2. Quality of previous performance.
 - 4.5.1.3. Ability to meet contract deadlines.
 - 4.5.1.4. Responsiveness to solicitation requirements.
 - 4.5.1.5. Compliance with statutes and rules relating to contracts or services.
 - 4.5.1.6. References.
 - 4.5.1.7. Staff readily available for the project.
 - 4.5.1.8. Financial capacity.
 - 4.5.1.9. Licensing and certification.
 - 4.5.1.10. History of errors and omissions.
 - 4.5.1.11. Construction change order history.
- 4.5.2. The Manager shall offer the DRA the opportunity to include a representative from the DRA in the review of A&E vendors and the selection of the preferred vendor for DRA capital projects in excess of \$350,000.

4.6. A&E Contract Award

- 4.6.1. A&E contracts shall be awarded to the most qualified firm at a price which is deemed fair and reasonable, a process known as "qualifications-based selection" (QBS).
- 4.6.2. Contracts Under \$50,000.
 - 4.6.2.1. Once the preferred vendor has been identified the Manager shall negotiate a cost for the services. If an agreement with the preferred vendor cannot be reached the Manager may negotiate a cost with the next most qualified firm.
 - 4.6.2.2. The Manager shall negotiate a contract with the preferred vendor. The contract shall reflect normal and customary requirements as identified by City of Vancouver

Procurement Services and shall incorporate any additional provisions required by the Manager.

4.6.3. Contracts Over \$50,000.

4.6.3.1. Once the preferred vendor has been identified the DRA, with input from the Manager, shall negotiate a cost for the services. If an agreement with the preferred vendor cannot be reached the Manager may negotiate a cost with the next most qualified firm.

4.6.3.2. The DRA shall negotiate a contract with the preferred vendor. The contract shall reflect normal and customary requirements as identified by City of Vancouver Procurement Services and shall incorporate any additional provisions required by the Manager.

4.6.4. No contract for A&E services related to a DRA capital project shall be let by the Manager without the approval and authorization of the DRA Board in an open public meeting.

4.6.5. The Executive Director of the DRA is authorized to negotiate and approve amendments and/or change orders for A&E services contracts that have been approved by the DRA Board by up to twenty percent of the initial value of the contract. Any increases above twenty percent of the initial value of the contract shall require DRA Board approval.

5. Purchases Related to Capital Projects

5.1. Management Agreement References

5.1.1. Section 2.05. Maintenance of Project and Furniture, Fixtures and Equipment (FF&E).

5.1.2. Section 2.06. Supervision and Coordination of Renovations, Improvements, Etc.

5.1.3. Section 2.19. FF&E, Capital, Repair and Maintenance Expenses.

5.1.4. Section 2.21. (a)(viii) Prevailing Wages.

5.2. Public Works Project Definition

5.2.1. RCW 39.04.010 defines Public Works as "...all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein."

5.2.2. Not all DRA capital projects will meet the state definition for public works. In addition, some maintenance contracts may meet the definition of public works. The Manager, with assistance from the DRA, shall determine whether a specific project or contract meets the state definition of public works.

- 5.2.3. Projects paid for through the OPCA Request are not subject to prevailing wages.

5.3. Capital Project Procurement and Project Management

- 5.3.1. The DRA, with the assistance of City of Vancouver Procurement services, shall manage the procurement of all DRA capital projects over \$300,000. Management of the completion of these projects shall be the responsibility of the Manager in coordination with the DRA and City of Vancouver Procurement Services.
- 5.3.2. The Manager shall manage the procurement and completion of all other DRA capital projects unless otherwise directed by the DRA. As stated in Section 2.5.2.1, the DRA finds that the operation and maintenance of the Vancouver Conference Center Hotel project and the terms and conditions included in the Management Agreement and Trust Indenture involve “special facilities or market conditions” and qualify the DRA for an exemption from state bidding requirements. Accordingly, the DRA and Manager shall follow the procurement process for capital and Public Works projects as outlined in this document.
- 5.3.3. The DRA may enter into a contract with a third party to serve as the “Owner’s Representative” during construction.
- 5.3.4. For contracts under \$300,000 the DRA shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months. The list shall include the name of the contractor, the contractor’s registration number, the amount of the contract, a brief description of the work performed, and the date the contract was awarded.
- 5.3.5. The DRA and Manager may use alternative contracting procedures including design-build. Any use of alternative contracting procedures must be approved by the DRA Board and follow the state requirements for alternative contracting procedures identified in RCW 39.10.
- 5.3.6. All capital/Public Works contracts for projects included in the DRA’s approved capital budget shall be reviewed and approved by the DRA’s Asset Manager and the DRA Board regardless of dollar amount.

5.4. Capital Projects with a Budget Under \$300,000

- 5.4.1. Competitive procurement is required for capital/Public Works projects with a budget/contract amount under \$300,000.
- 5.4.2. Manager shall solicit bids from all contractors in the specific area of expertise for all capital/Public Works projects under \$300,000 utilizing the small works roster.
- 5.4.3. The solicitation is intended to ensure that a competitive price is

established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010.

- 5.4.4. Invitations for quotations sent to prospective contractors shall include an estimate of the scope and nature of the work to be performed as well as the materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

5.5. Capital Projects with a Budget Over \$300,000

- 5.5.1. The DRA or their agent shall prepare plans, specifications and estimates for any project expected to cost \$300,000 or more. The plans, specifications and estimates shall be approved by the DRA Board prior to soliciting bids for the project.
- 5.5.2. The DRA shall work with the City of Vancouver Procurement Services to develop and assemble bid documents for solicitation of bids. The Manager shall provide any additional requirements and minimum qualifications.
- 5.5.3. The DRA shall advertise the opportunity to bid on any capital or Public Works project with a budget of \$300,000 or more in The Columbian newspaper. The advertisement shall appear at least fifteen (15) days prior to the date the bids are to be submitted. The advertisement shall include, at a minimum, the following items:
 - 5.5.3.1. Title of the project.
 - 5.5.3.2. Nature and scope of the work to be performed.
 - 5.5.3.3. Minimum qualifications including mandatory criteria for responsible bidders (see Section 5.61 below).
 - 5.5.3.4. Where contract documents (plans and specifications) may be reviewed and/or obtained.
 - 5.5.3.5. Costs, if any, to obtain a set of contract documents, or instructions on how to obtain electronic documents if available.
 - 5.5.3.6. The time after which bids will not be received.
 - 5.5.3.7. The place, date, and time set for opening of the sealed bids.
 - 5.5.3.8. The requirements for an accompanying bid bond, if applicable.
 - 5.5.3.9. Statement that the DRA retains the right to reject any and all bids and waive minor irregularities in the bidding process.
 - 5.5.3.10. Statement on requirement to pay prevailing wages.
- 5.5.4. The DRA and/or City of Vancouver Procurement Services shall provide bid documents to interested contractors. The bid

documents shall include plans and specifications along a description of mandatory and supplemental responsible bidder requirements (see Section 5.7.2 below). Bid documents will also include a standard contract. The DRA may send bid documents or notices of the bid opportunity directly to known qualified firms.

5.6. Bidder Qualifications

- 5.6.1. Responsible bidders, as defined in RCW 39.04.010 and 39.04.350, must meet a number of mandatory criteria. The bidder must:
 - 5.6.1.1. Be a registered contractor.
 - 5.6.1.2. Have a current Unified Business Identifier (UBI) number.
 - 5.6.1.3. Have industrial insurance/workers' compensation coverage.
 - 5.6.1.4. Have an Employment Security Department (ESD) account.
 - 5.6.1.5. Have a state excise tax registration number.
 - 5.6.1.6. Not be disqualified from bidding under RCW 39.06.010 or 39.12.065(3).
 - 5.6.1.7. Not have any apprenticeship violations, if applicable.
 - 5.6.1.8. Certify through a sworn statement that they are not a willful violator of labor laws in reference to RCW 49.48.082 within the past three years.
 - 5.6.1.9. Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to Public Works and prevailing wages. However, bidders that have completed three or more Public Works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.
- 5.6.2. The DRA or Manager may include supplemental bidder responsibility criteria. An example of supplemental responsibility criteria includes project experience with full service, upper-scale, conference-oriented hotels, or Hilton branded hotels. Other supplemental bidder responsibility criteria may include:
 - 5.6.2.1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
 - 5.6.2.2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - 5.6.2.3. Whether the bidder can perform the contract within the time specified.
 - 5.6.2.4. The quality of performance of previous contracts or services.
 - 5.6.2.5. The previous and existing compliance by the bidder with laws relating to the contract or services.

- 5.6.2.6. Such other information as may be secured having a bearing on the decision to award the contract.
- 5.6.3. The DRA or Manager shall obtain a signed statement from each bidder, to be included with the bid, verifying that the bidder has complied with the responsible bidder criteria.
- 5.6.4. An example of a Mandatory Responsible Bidder Certification form is included as Exhibit D.

5.7. Bid Award and Contract Negotiation: Capital Projects =>\$75,000

- 5.7.1. The DRA or Manager shall assign two people to open bids at the assigned date and time. Information included in the bids, including the cost, shall be recorded on a form created to document the bid results for the project. When all bids have been recorded the witnesses to the bid opening shall sign the form. An example of a form used to record bids is included in Exhibit E.
The DRA or Manager shall identify the lowest responsive and responsible bidder as the apparently successful bidder. Immediately after the apparently successful bidder is identified, the bid quotations obtained shall be made available to the public.
- 5.7.2. The DRA or Manager may not negotiate with any of the bidders prior to identifying the apparently successful bidder. Some submissions may involve errors, omissions, or other irregularities, and the DRA or Manager must decide how to handle them on a case-by-case basis.
- 5.7.3. The DRA or Manager shall review the bid from the apparently successful bidder, resolve any questions and initiate contract negotiations.
- 5.7.4. The DRA or Manager shall work with the apparently successful bidder, and legal staff as appropriate, to prepare a draft contract document, substantially in the form prepared for the bid documents.
- 5.7.5. All capital/Public Works contracts for projects included in the DRA's approved capital budget shall be reviewed and approved by the DRA's Asset Manager and the DRA Board regardless of dollar amount.
- 5.7.6. The Executive Director of the DRA is authorized to negotiate and approve amendments and/or change orders for Capital/Public Works contracts and FF&E contracts that have been approved by the DRA Board by up to twenty percent of the initial value of the contract. Any increases above twenty percent of the initial value of the contract shall require DRA Board approval.

5.8. Prevailing Wages

- 5.8.1. The Manager or the DRA will endeavor to ensure that prevailing wages are paid for any public works project as required under RCW 39.12 regardless of the amount of the contract.
- 5.8.2. The Management Agreement Section 2.21(1)(viii) states that: Pursuant to RCW Chapter 39.12, "Prevailing Wages on Public Works," no worker, laborer, or mechanic employed at the Project shall be paid less than the "prevailing rate of wage" then in effect as determined by the Industrial Statistician of the State Department of Labor and Industries.
- 5.8.3. All contractors and subcontractors on DRA Public Works projects will be required to file a Statement of Intent to Pay Prevailing Wage prior to initiation of work on the project and a Prevailing Wage Affidavit after completion of work on the project. The forms are filed with the Department of Labor and Industries.

5.9. Capital Contract Management

- 5.9.1. The Manager shall administer all contracts under \$300,000 unless otherwise directed by the DRA.
- 5.9.2. The DRA or City of Vancouver Procurement Services shall administer all contracts of \$300,000 or more.
- 5.9.3. Prior to the first payment the DRA and Manager shall verify that the contractor has met all the conditions of the contract including all insurance, bond, and prevailing wage filing requirements.
- 5.9.4. Prior to approving any contract payment, the DRA or Manager shall require the contractor to provide a conditional lien release for the current payment request and a final lien release for any prior payments.
- 5.9.5. The Manager shall approve all progress invoices for payment. The DRA shall also approve all invoices for contracts of \$300,000 or more. If applicable, the DRA or Manager shall hold back five percent (5%) of each payment request as retainage (or another amount per the contract).
- 5.9.6. At the completion of any project with a contract value of \$35,000 or more, prior to the final contract payment/release of retainage, the DRA, Manager and/or the contractor shall file the following or verify that they have been filed:
 - 5.9.6.1. Intents and affidavits regarding prevailing wages from the contractor and all subcontractors.
 - 5.9.6.2. Release from the Department of Labor & Industries.
 - 5.9.6.3. Notice of completion and release from the Department of Revenue.
 - 5.9.6.4. Release from the Employment Security Department.

- 5.9.6.5. Final lien releases from the contractor and all subcontractors.
- 5.9.7. At the completion of any project with a contract value of \$300,000 or more the City of Vancouver Procurement Services and the DRA Board shall approve the final contract payment and release of retainage.
- 5.9.8. At the completion of all capital projects the Manager and/or the DRA shall obtain all warranty information from the contractor along with the contact information for all subcontractors.
- 5.9.9. The Manager or DRA may waive retainage requirements for contracts under \$300,000 per RCW 60.28.011(1)(a).
- 5.9.10. Contract closure guidelines prepared by the Municipal Research and Services Center (MRSC) are provided in Exhibit G.

Exhibit A: Procurement Thresholds and Process Summary
Vancouver Downtown Redevelopment Authority
Procurement Thresholds and Process Summary

Type of Purchase	Dollar Amount	Process/Requirements	Approval Required
Goods, Materials, Services and Equipment (Excluding A&E)	\$25,000 or less	No specific competitive requirements	Manager
	> \$25,000 to ≤ \$300,000	Solicitation of a minimum of three vendors for documented quotes	Manager
	> \$300,000	Request for Proposals or sealed bid	DRA Board
DRA Professional Services (Excluding A&E)	\$50,000 or less	No specific competitive requirements	Executive Director
	> \$50,000	Request for Proposals	DRA Board
Public Works/Capital Projects (Requires Prevailing Wages)	\$300,000 or less	Solicitation from the small works roster; Award to lowest responsive and responsible bidder	DRA Asset Manager and DRA Board
	> \$300,000	Sealed bid process; Award to lowest responsive and responsible bidder	DRA Asset Manager and DRA Board
Architectural & Engineering Services	\$50,000 or less	RFQ advertisement and post to website; Follow up with most qualified firm on specific projects	Manager
	> \$50,000		DRA Asset Manager and DRA Board