



City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnery-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

February 23, 2026

Workshops: 4:30-6:00 p.m.

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 2/23/2026 at 4:30 PM in the Vancouver City Hall, Aspen Room 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Aspen Room of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CTVV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CTVV video recording, including presentations and discussion, for workshops at: <https://www.cvtv.org/video/city-council-workshops-02-23-26-2026021210/>

Comprehensive Plan Update

(Approximately 1 hour)

Rebecca Kennedy, Deputy Community Development Director, Meredith Herbst, Planner, rebecca.kennedy@cityofvancouver.us, meredith.herbst@cityofvancouver.us

Staff led Council through a discussion of the Comprehensive Plan Update.

Boards and Commissions Spring Recruitment

(Approximately 30 minutes, to immediately follow the previous workshop)

Joy Fowler, Engagement and Access Director, Tawny Maruhn, Senior Support Specialist, Joy.Fowler@cityofvancouver.us, tawny.maruhn@cityofvancouver.us

Staff led Council through a discussion of the Boards and Commissions Spring Recruitment.

Council Dinner / Closed Session to discuss collective bargaining pursuant to RCW 42.30.140(4) (6:00 - 6:30 PM)

Mayor McEnery-Ogle announced the Council would be entering into closed session from 6:00-6:30 p.m. to discuss Collective Bargaining.

Regular Council Meeting

6:30 PM

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: <https://www.cvtv.org/video/vancouver-city-council-02-23-26-2026021211/>

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle

Absent: None

Approval of Minutes

Minutes - February 2, 2026

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve the Minutes of February 2, 2026.

Proclamations

Black History Month

Mayor McEnerny-Ogle read and presented a proclamation to Ajai Brown, Chair of the Health and Wellness Committee, and Simone Thomas, Assistant Secretary with NAACP and Senior Program Manager for iUrban Teen, proclaiming February 2026, as Black History Month.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Susan Snyder, Vancouver*
- *Bruce Barnes, Vancouver*
- *Natasha Ramras, Vancouver*
- *David Gardiner, Vancouver*
- *Dan Lloyd, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled items 8, 10, and 11 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-7, 9 and 12 on the Consent Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Item 8 on the Consent Agenda.

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Item 10 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 1, to approve Item 11 on the Consent Agenda. Councilmember Hansen abstained from the vote.

1. Construction Acceptance — Water Towers 5 and 6 Coating Replacements

Staff Report: 028-26

Request: On Monday, February 23, 2026 accept the facilities constructed by F.D. Thomas, Inc. and authorize release of the contractor's retainage, subject to receipt of all documentation required by law.

Patrick Craney, Water Resource Engineer, Mehrin Selimgir, Water Engineering Manager, patrick.craney@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

Motion approved the request.

2. Contract Award — Cascade Fire Equipment Corp for Purchasing and Customizing Tractor-Drawn Aerial Ladder Trucks - C-102137

Staff Report: 029-26

Request: On Monday, February 23, 2026, authorize the City Manager or designee to finalize and execute a contract for up to \$5,500,000 with Cascade Fire Equipment Corp to purchase and customize tractor-drawn aerial ladder trucks.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Motion approved the request.

3. Contract Award — Temporary Services Contracts - C-102169 / C-102164 / C-102163 / C-102168

Staff Report: 030-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute four temporary employment services agency agreements between the City of Vancouver and Northwest Staffing (\$4,000,000), 22nd Century Technologies (\$2,000,000), Impact Recruiting (\$500,000), and Boly:Welch (\$500,000) for a total amount not to exceed \$7,000,000 allocated between the four service providers.

Antoinette Gasbarre, Human Resources Director,
Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

4. Contract Amendment — Increase in Contract Funding for Workers' Compensation Third Party Administrator - C-101539

Staff Report: 031-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-101539 with Liberty Mutual Group Inc., to increase contract funding up to a maximum of \$660,000.

Brent Waddle, Risk and Safety Manager,
brent.waddle@cityofvancouver.us

Motion approved the request.

5. Contract Amendment — Extension of Contract for Television Video Production, Broadcast Equipment and Related Services - C-101575

Staff Report: 032-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a contract amendment to extend for one additional year contract C-101575 between the City of Vancouver ("City") and Key Code Media, Inc. of Kent, WA, for an additional \$300,000, for a new total not to exceed amount of \$1,500,000.

Jim Demmon, Video Services Manager, Cary Driskell, Assistant City Attorney, jim.demmon@cityofvancouver.us,
cary.driskell@cityofvancouver.us

Motion approved the request.

6. Professional Services Agreement — Lasko Printing Specialties Inc: Digital High-Speed Printing and Related Goods and Services - C-102155 RFP 2-26

Staff Report: 033-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Lasko Printing Specialties Inc (DBA: Lasko Printing Inc) for an estimated amount not to exceed \$3,000,000.

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

Motion approved the request.

7. First Amendment to Historic Reserve Properties Primary Lease

Staff Report: 034-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to execute the First Amendment to the Historic Reserve Properties Primary Lease dated January 1, 2024, between the City of Vancouver and the Vancouver National Historic Reserve Trust (commonly known as the Historic Trust) in substantially the form attached.

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

Motion approved the request.

8. Resolution for Fourth Plain Small Business Resiliency Grant Program

A RESOLUTION of the City Council of Vancouver, Washington, authorizing the establishment of the Small Business Resiliency Grant Program, approving the use of Fourth Plain for All Investment funds to provide direct financial assistance to qualifying small businesses, authorizing the selection of qualified nonprofit community based organization to administer the program, and authorizing the City Manager or designee to execute agreements necessary to implement the program.

Staff Report: 035-26

Request: On Monday, February 23, 2026, finalize and approve the resolution authorizing the City Manager, or designee, to negotiate and issue a contract with one or more qualified nonprofit community-based organizations to administer the Small Business Resiliency Grant Program, using \$300,000 in Fourth Plain for All Investment funds, in accordance with City procurement rules.

Chris Harder, Deputy Economic Development Director, Victor Saldanha, Small Business & Entrepreneurship Program Manager, chris.harder@cityofvancouver.us, Victor.Saldanha@cityofvancouver.us

Motion adopted Resolution M-4371 to approve the request.

9. Multifamily Tax Exemption — Palisades West Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with PALISADES WEST LLC and its successors and assigns (Applicant) for an 8-year limited property tax exemption for market-rate rental housing, for the properties located at 19104 and 19110 SE Brady Road, Camas WA 98607 (Exhibit A).

Staff Report: 036-26

Request: On Monday, February 23, 2026, adopt a resolution authorizing the City Manager, or designee, to execute a conditional multi-family property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

Motion adopted Resolution M-4372 to approve the request.

10. Ordinance for the 58th Street Rezone Reapplication

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-35 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 037-26

Request: On Monday, February 23, 2026, advance the ordinance to consider the proposed rezone to R-35 setting the date for the second reading and public hearing for March 2, 2026.

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

Mayor McEnery-Ogle read the title of the ordinance into the record.

Motion approved the request.

11. Amendment to Downtown Redevelopment Authority Bylaws

AN ORDINANCE of the City of Vancouver relating to changes to the Bylaws of the Downtown Redevelopment Authority (“DRA”); adopting an amendment to Section 2.09 of the Bylaws clarifying the employment status of the Executive Director.

Staff Report: 038-26

Request: On Monday, February 23, 2026, advance the ordinance, setting the date for the second reading and public hearing for March 2, 2026.

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

Mayor McEnery-Ogle read the title of the ordinance into the record.

Motion approved the request.

12. Approval of the Claim Vouchers

Request: Approve claim vouchers for February 23, 2026.

Motion approved claim vouchers in the amount of \$25,596,502.23.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Situation Report.

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Mayor McEnery-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Gregory Gilbertson, Vancouver
- Travis Hudson, Vancouver
- Bruce Barnes, Vancouver

There being no further testimony, Mayor McEnery-Ogle closed Community Forum.

Adjournment

8:33 p.m.

DocuSigned by:

Anne McEnery-Ogle

0C89D8089EC5424...

Anne McEnerny-Ogle, Mayor

Attest:

Signed by:

02BF78E9CODE4DB

Lisa Brandl, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

Dear Ms. Kennedy, Mayor McEnery-Ogle, Honorable Members of the City Council, City Manager, Planning Commissioners, City Attorney, and Fire Marshal,

RE: **For Urgent Consideration** - Formal Objection to Land Use Designation

Property: [REDACTED], Vancouver, WA 98661 (Parcel 037911313)

Proposed Designation: Middle Housing / Urban Residential

Requested Designation: Low Scale Residential / Environmental Overlay

I am writing to formally object to the density designation assigned to my property and sections of the Southcliff neighborhood interior in the Preferred Alternative Zoning Plan released in December 2025. While I support the City's housing goals, applying a medium-scale zoning designation to this canyon-rim parcel violates environmental and public safety standards, as well as ignores the City's prior legislative commitments.

1. Conflict with Critical Areas Ordinance (VMC 20.740) and Geologic Hazards. My property sits on the rim of Blandford Canyon, an area documented for steep slopes and severe erosion, which is regulated as a Geologic Hazard Area under VMC 20.740.130.

- **The Setback and Buffer Conflict.** The City's recent December 2024 update to the Critical Areas Ordinance imposes stricter performance standards to mitigate risks and ensure safety, including mandatory buffer widths from hazard areas and strict prohibitions on clearing and grading. The Draft EIS explicitly notes that these expanded buffers decrease the amount of land available for development.
- **Engineering Infeasibility of "Medium-Scale" Zoning.** The Preferred Alternative Zoning Plan assigns my lot to the "Medium-Scale Neighborhood" designation. This zoning mandates a minimum density of 16 units per acre and allows massive 2-to-5 story buildings up to 75 feet tall, with no maximum density limit. When accounting for the mandatory environmental buffers required to protect the canyon rim, the remaining buildable envelope cannot safely or legally accommodate the footprint of a Medium-Scale apartment complex.
- **Breach of Internal Consistency.** The Draft EIS acknowledges that "development would be constrained on parcels of land designated as critical areas". Deliberately zoning a highly constrained, geologically hazardous canyon-rim lot for Medium-Scale density creates an unbuildable conflict between the proposed Land Use Map and the safety mandates of the Critical Areas Ordinance. This violates the Growth Management Act's (*GMA*) foundational requirement that a comprehensive plan be internally consistent.

2. Violation of Planning Duty & Internal Consistency for Public Safety. The City-adopted Southcliff Neighborhood Action Plan (NAP), accepted via Resolution M-3306, explicitly designates this neighborhood as a "secluded enclave" shaped by steep bluffs, featuring "no through traffic," and relying on Mill Plain Boulevard as its "only access". Furthermore, the NAP officially documents that the neighborhood has "no sidewalks".

- **Breach of Planning Duty.** Under the GMA, a city has a legal duty to ensure its Comprehensive Plan is "internally consistent." The Preferred Alternative Zoning Plan assigns my parcel and sections of the neighborhood interior to the "Medium-Scale Neighborhood" designation. This zoning mandates a minimum density of 16 units per acre, allows 2-to-5

story apartment buildings (up to 75 feet tall), and introduces commercial retail and office activities. It is logically and legally inconsistent to designate an isolated, dead-end neighborhood for high-intensity commercial and apartment traffic when the City's own sub-area plan acknowledges the area has zero pedestrian infrastructure and a single choke-point for ingress/egress. Forcing Medium-Scale density onto these constrained streets—without first mitigating these documented gaps—creates a foreseeable public safety hazard and constitutes a direct breach of the City's planning duty.

3. Protection of Public Assets (Blandford Greenway & Stormwater Infrastructure) This parcel serves as a critical environmental buffer to the Blandford Greenway.

- **Stormwater and Erosion Risks.** The Draft EIS explicitly acknowledges that higher-density zoning increases impervious surfaces, which "reduce natural infiltration of water into soils and increase surface water runoff... and lead to increased erosion". Furthermore, the Southcliff Neighborhood Action Plan (NAP) officially documents existing erosion threats to Blandford Canyon from street flooding at Oswego Dr. and Umatilla Way. Imposing Medium-Scale zoning will exponentially increase erosive runoff into this fragile, protected canyon.
- **Threat to Capital Investments.** This intensified runoff directly threatens the recently implemented \$2.3 million Ecology-funded Blandford Basin Stormwater Project. Overwhelming these bioretention systems—engineered exclusively for current single-family density—with Medium-Scale runoff constitutes a significant, unmitigated adverse environmental impact under the State Environmental Policy Act (SEPA).
- **Aesthetic and Canopy Degradation.** The Draft EIS admits that buildings associated with Medium-Scale create "light glare, shadow and visual impacts". The 2-to-5 story height allowances (up to 75 feet) would cast massive shadows, require extensive tree canopy removal, and create a "looming" effect. This directly violates the NAP Vision Statement's mandate to "protect the green space of the park and Blandford canyon" and preserve the neighborhood's well-kept character.

4. Procedural Failure and Lack of Transparency (RCW 36.70A.140). During the due diligence period when deciding to purchase my home in February 2025, I formally consulted with the Office of Neighborhoods/ City Manager's Office regarding the Neighborhood Association, CC&Rs, and Bylaws of Southcliff. During our exchange the City remained silent regarding the imminent, large-scale rezoning being prepared for the neighborhood and this exact parcel.

- **Withholding Material Information.** According to the City's own project timeline, "Phase 2: Land Use Alternatives" was actively underway from Winter 2024 through Fall 2025, with community mapping workshops already held in Spring 2024. Therefore, the City was fully aware during our February 2025 consultation that it was preparing to overlay new zoning with increased density onto this specific property.
- **Violation of the Growth Management Act.** The City's failure to disclose this radical, in-progress zoning overhaul to an inquiring prospective resident deprived me of the opportunity to make a fully informed investment. This lack of transparency effectively bypasses the "early and continuous public participation" mandate of RCW 36.70A.140 and potentially created a reliance interest.

5. Threat to Historic & Cultural Resources. Southcliff is officially documented in the Clark County: Mid-Century Development (1950-1965) historic context statement as a significant example of post-war, mid-century modern residential development. It was the first subdivision offered for purchase in the post-war redevelopment of the McLoughlin Heights area, explicitly noted for its unique curvilinear street patterns and consistent architectural style. The Draft EIS acknowledges that the Action Alternatives carry a higher potential for the disturbance of historic sites. Rezoning sections of this mid-century enclave to Medium-Scale threatens to erase its unique architectural identity, violating neighborhood conservation goals and SEPA's mandate to evaluate and mitigate impacts to cultural and historic resources.

6. Primary Request for Alternative Compliance (RCW 36.70A.635). Under RCW 36.70A.635, cities aren't actually required to apply new high-density middle housing rules to 100% of their residential lots. The law allows an Alternative Compliance path in which the city must apply the new density mandates to at least 75% of its single-family lots and gives the city the discretion to leave the remaining 25% of its lots under the old, lower-density rules.

I formally request that the City utilize its 25% Alternative Compliance allowance under RCW 36.70A.635 to exempt Parcel 037911313, and all lots in the Southcliff neighborhood, from the state's middle housing mandate. The statute explicitly allows cities to exempt lots based on critical areas and infrastructure limitations. Southcliff is the textbook definition for this statutory exemption:

- **Critical Areas:** Proximity to Blandford Canyon, a documented Geologic Hazard Area (VMC 20.740.130) with severe erosion risks.
- **Infrastructure Deficiencies:** The City's own Southcliff Neighborhood Action Plan (Resolution M-3306) documents that the neighborhood relies on a single arterial access point (Mill Plain Blvd) with zero through-streets and no sidewalks.

7. Alternative Request: Site-Specific Map Amendment. In the event the City does not grant the full statutory exemption, I alternatively request a site-specific map amendment to re-designate all parcels in Southcliff from "Medium-Scale" to "Low-Scale Residential." The proposed "Medium-Scale" zoning—which allows 75-foot-tall buildings and 16 units per acre—is internally inconsistent with the mandatory environmental buffers required by VMC 20.740. A "Low-Scale" designation aligns the Land Use Map with the physical and legal constraints of the canyon rim.

I respectfully request a formal written response acknowledging this map amendment request and exemption qualification prior to the final codification of the Comprehensive Plan.

Vaughna S. Cochenour
Kristin Abell

██████████ Vancouver, WA 98661

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City Council : Entry

Name

Marylou Wright

Email

[REDACTED]

Phone

[REDACTED]

Address

[REDACTED]

Vancouver, WA 98686

United States

[Ma\(ji\)](#)

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

Mayor

Message

Vancouver is a proud Washington city with its own history, character, and standards - not an extension or annex of Portland. While Portland may symbolize the final route of Lewis and Clark, Vancouver stands on its own and deserves to be recognized for what it is: a strong, independent community.

I've lived here since the late '90s, and I still remember arriving at the airport when my husband picked me up. What struck me immediately was the amount of trash and neglect along what should have been a welcoming gateway into Washington. First impressions matter - and our city deserves better.

Loving Vancouver also means being honest about its challenges. Compassion should never mean accepting disorder or allowing illegal activity to become normalized. We can support people in need while still protecting public safety, cleanliness, and the quality of life for residents who have invested decades into this community.

I believe in our local government - but leadership also means setting firm expectations and taking action so that Vancouver remains a city we are proud to call home.

Llanos Bare, Cheyenne

From: Kathleen Marti [REDACTED]
Sent: Saturday, February 21, 2026 7:10 AM
To: developmentcomments@clark.wa.gov; City Traffic Engineering; Public Works Questions; Transportation and Mobility Commission Agenda Calendar; transportation@cityofvancouver.us
Cc: City Council; pubwks.cservice@clark.wa.gov
Subject: URGENT SAFETY CONCERNS FOR THE NE 88TH STREET CORRIDOR (ANDRESEN RD & 94TH AVE)

You don't often get email from katstoy42@gmail.com. [Learn why this is important](#)

I am writing to formally express grave concern regarding the worsening safety conditions along the

NE 88th Street corridor

, specifically at the intersections of

NE Andresen Road

and

NE 94th Avenue

.
As a local resident/commuter since 2009, I have witnessed a dangerous surge in traffic volume and heavy machinery as the city expands its industrial footprint. My concerns are centered on two primary "bottlenecks":

I. NE 88th St

&

NE Andresen Rd

: This unsignaled intersection has become a high-risk zone for multi-vehicle collisions. I recently witnessed a serious accident here, and the lack of a traffic signal makes it nearly impossible for drivers to find safe gaps amid high-speed traffic on

Andresen

2. NE 88th St

&

NE 94th Ave

: With the massive construction of the Public Works Operations Campus and new housing subdivisions, this end of 88th Street is now flooded with construction vehicles and diverted

traffic. Residents have already identified this as a "[nightmare for congestion](#)", yet there is currently no signal or clear signage to regulate the heavy flow.

The city's [Vision Zero](#) and **Complete Streets** policies should protect residents from the risks created by these large-scale municipal projects. While I understand a signal is planned for 94th Avenue

as part of the campus project, the current interim construction phase is unacceptably dangerous. I request that both intersections be prioritized for:

- **Immediate Safety Audits:** To address the "high-collision" nature of these specific sites.

- **Interim Traffic Control:** Including temporary signals or flaggers at

94th Ave

and clear "Intersection Ahead" warnings at

Andresen

.

- **Long-Term Funding:** For a permanent signal at

Andresen

in the **2026-2031 Transportation Improvement Program (TIP)**.

I look forward to your response regarding how the city, and county, will ensure the safety of the neighborhood while these major developments proceed.

Sincerely,

Kathleen "Kat" Martin

██████████, Vancouver, WA 98662

██████████

Llanos Bare, Cheyenne

From: Natasha Ramras <nportland@msn.com>
Sent: Monday, February 23, 2026 11:41 AM
To: citycouncil@cityofvancouver.us; City Council
Cc: Dollar, Sarah
Subject: Public Testimony on item 8: Resolution for FP Resiliency Grant Program

Dear Mayor and Council members,

Please find below my testimony on item 8 on the Agenda: Resolution for Fourth Plain Resiliency Grant Program.

Good evening, Mayor and Council members,

My name is Natasha Ramras. I am a resident of the City of Vancouver and formerly served as the City's Chief Financial Officer.

I am here to address the proposed Small Business Resiliency Grant Program. I want to be clear at the outset that my comments are not about the policy objective of supporting small businesses. That goal is understandable and important. My comments relate solely to constitutional compliance and risk management.

The staff report references Fourth Plain for All Investment funds. These funds are **General Fund dollars** — not federal ARPA funds — and therefore are fully subject to the constitutional restrictions governing municipal expenditures. I was involved in the creation and structuring of this fund and originally recommended that General Fund transfers be used as a mechanism to support long-term infrastructure investment in the Fourth Plain corridor. Because these dollars are General Fund dollars, their use requires careful constitutional analysis.

Under Article VIII, Sections 5 and 7 of the Washington Constitution, cities may **not give or loan public funds to private individuals or businesses**, except for the necessary support of the poor and infirm.

Washington courts apply a two-part analysis in evaluating compliance:

- First, whether the expenditure serves a fundamental public purpose; and
- Second, whether the government receives adequate consideration such that the expenditure is not considered a gift.

As recommended in the Resolution, the funds are proposed to be granted to private businesses to offset their operating losses, and are not tied to specific, measurable public deliverables or legally sufficient consideration, the program may raise questions under Article VIII.

Courts have made clear that generalized economic benefit, standing alone, does not always satisfy constitutional scrutiny. Passing the funds through a not-for-profit entity to ultimately fund private businesses does not address the constitutional prohibition on the use of the funds.

Because these are General Fund dollars, careful structuring is important to minimize legal exposure and protect the City.

Although I no longer serve in an official capacity, I believe it is appropriate and responsible to bring potential compliance issues to the Council's attention when they arise. My intent is to ensure that any adopted program is legally durable and aligned with constitutional safeguards.

I respectfully suggest that Council:

- Obtain a formal written legal analysis specifically addressing Article VIII compliance;
- Clearly define measurable public consideration;
- Consider whether alternative funding mechanisms, such as federal programs designed for economic relief, would provide a more secure legal pathway.

Good policy decisions could only be made with complete information (General Fund usage) and the appropriate evaluation of riskiness of the proposal.

These comments are offered in the spirit of good governance and fiscal responsibility.

Thank you for your time and consideration.

Natasha Ramras



February 23, 2026

Mayor Anne McEnery-Ogle
Councilmember Bart Hansen
Councilmember Diana Perez
Councilmember Ty Stober
Councilmember Kim Harless
Councilmember Sarah Fox
Councilmember Eric Paulsen

Re: Proposed Ordinance Amending Bylaws of
the Vancouver Downtown Redevelopment Authority

Dear Mayor and Council:

Please accept this letter on behalf of the Vancouver Downtown Redevelopment Authority (“DRA”) as written comment responding to the Staff Report and Proposed Ordinance set for initial consideration.

I preface this letter by reiterating the DRA’s commitment to work collaboratively with the City in fulfilling the Authority’s duty to “oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by city ordinance, and ... have stewardship for management and determination of all corporate affairs” of the DRA. (DRA Charter, § 6.03.) The seven dedicated volunteer members of the DRA’s Board have extensive backgrounds in finance and property management, and all who have served and continue to serve in that capacity have done a remarkable job in managing the DRA’s affairs.

As the DRA’s retained general counsel, I have been asked to clarify several misconceptions both assumed and presented regarding the DRA’s history, events leading to the proposed ordinance, and the ordinance’s objective. I do so to ensure that Council’s decision can be truly informed.

I. By Design, Management of the DRA’s Affairs Have Been Entrusted to the Board, the Independence of Which Has Never Been Diminished

The position at issue is that of DRA Executive Director. Section 6.03 of the Charter describes the position of Executive Director as “hav[ing] primary responsibility for all matters involving day-to-day operations of the Authority and shall make recommendations to the Board of Directors on practices, policies and programs of the Authority.” But critically, the Charter explicitly provides that the Executive Director does so “[s]*ubject to supervision by the Board of Directors.*” (Emphasis added). This supervisory structure is necessary because the Board is

LIGHTHOUSE LAW GROUP PLLC

[REDACTED], [REDACTED] SEATTLE, WA 98101

Vancouver Mayor & City Council
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ultimately responsible for the DRA's affairs, which include the management and payment of more than one million dollars in claims every month. For this reason, the decision of who to appoint and/or remove as Executive Director has always been vested in the Board. This supervisory structure has worked well for the entirety of the DRA's existence of almost 30 years, and the City has never endeavored to obstruct the Board from fulfilling its supervisory duty. Yet now, this ordinance is being proposed with the goal of eliminating the Board's duty to supervise the Executive Director and determine which person should hold that title.

The Staff Report asserts the proposed ordinance is necessary because "the City is responsible for overseeing and correcting deficiencies in the DRA's operations." Yet **not once** has the City identified any "deficienc[y] in the DRA's operations." To this end, it is necessary to identify the "elephant in the room." The ordinance proposed has nothing to do with maintaining the status quo or, as the Staff Report posits, "[e]nsur[ing] that existing approach to DRA operations continues." Such is evident by the DRA's resolution last Thursday—which fully complied with its charter, bylaws, and financial documents despite the mistaken assertion to the contrary as described below. The DRA passed this resolution to maintain continuity by having the same person—Natasha Ramras—fulfill the same role she has performed admirably and effectively for more than five years.

Instead, the ordinance is presented to Council with the singular purpose of preventing Ms. Ramras from continuing her role as the DRA's Executive Director. Ms. Ramras was appointed to that role by the DRA Board on July 16, 2020, an appointment that took effect on August 1, 2020 (copy of Staff Report and minutes attached). Ms. Ramras has served in that role continuously to date. The Board recently evaluated her performance, reaffirming her excellent service to the DRA, Board, and the Hilton as DRA's partner. In short, Ms. Ramras has served the Board and the DRA remarkably well, and the Board continues to have the full and utmost confidence in her ability to serve as Executive Director. At no time was the Board presented with any reason to have someone else serve as Executive Director until President Robertson was informed by the City Manager on January 15, 2026, that Ms. Ramras was no longer serving as the City's Finance Director. While President Robertson was initially led to believe that the separation was mutual, we have since learned that is not the case and that Ms. Ramras was indeed fired. I address this in greater detail below, but the DRA Board has yet to be provided with *any* information surrounding this decision and why—despite repeated requests—the Board should believe that Ms. Ramras is unfit to continue her duties as Executive Director.

Puzzlingly, Council has been told that Council oversight of DRA affairs is the status quo, and that this bylaw revision is necessary step to "maintain[]" that oversight. The Staff Report and Presentation offer three ordinances as evidence that the Council has taken an active role in managing the DRA's affairs. But details matter.

The first Ordinance, M-3517 (2000), amended the DRA's Charter to explicitly **remove** the City Manager from serving as "an ex-officio member of the board of directors." The cited advantage to this action was "[m]ore legal separation will be created between the DRA and the

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City.” The only vestige of the City Manager’s involvement in the DRA’s affairs is in Section 6.01 of the Charter, which authorizes the City Manager to “designate City staff support to the Authority as necessary.” Beyond this, the City Manager has no involvement in the DRA’s affairs, and the City’s objective has always been to increase “legal separation ... between the DRA and the City,” not erode or eradicate it.

The second ordinance, M-3738 (2006), amended Article IV of the Charter and VMC 2.73.010’s description of the DRA’s purpose to specifically focus on “the Vancouver Hotel and Convention Center Project.” The prior version simply said the DRA existed for “any lawful purpose.”

The final ordinance, M-3939 (2009), amended Section 6.01 of the Charter to stagger the terms of office for the members of the Board of Directors. This had the effect of augmenting continuity and avoiding complete entire Board turnover every four years.

In sum, this Council has never taken any action to limit or restrict the Board’s authority to manage the DRA’s affairs. In fact, both the Vancouver Municipal Code and DRA Charter repeatedly emphasize that the duty of management rests with the Board, not City management:

- VMC 2.73.010(B) (“The authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the authority shall be satisfied exclusively from the assets and properties of the authority and no creditor or other person shall have right of action against the city, town, or county creating the authority on account of any debts, obligations, or liabilities of the authority.”)
- VMC 2.73.080(A) (“All corporate powers of the authority shall be exercised by or under the authority of the board of directors; and the business, property and affairs of the authority shall be managed under the direction of the board of directors, except as may be otherwise provided for by law or in the Charter.”)
- DRA Charter, § 6.01 (“Management of all Authority affairs shall reside in the Board.”)
- DRA Charter, § 6.03 (“The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by city ordinance, and shall have stewardship for management and determination of all corporate affairs.”)

Thus, contrary to what is being suggested, the City has always trusted the Board with more independence to manage the Hilton and Convention Center—not less.

Next, the ordinance is proposed under the misguided belief that the Executive Director has always been a city employee, thereby requiring “clarification” that the Director be a city

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employee. That assumption is false as utilizing an independent contractor to serve as Executive Director has precedent. Following R. Lloyd Tyler's untimely passing in 2016, the DRA contracted with Financial & Management Consulting LLC from February 2018 until August 1, 2020, to serve as Executive Director. This arrangement continued until the DRA elected to hire Ms. Ramras to fulfill that role. Attached are copies of that contract and renewal amendment. Thus, another basis offered to support this ordinance is inaccurate.

Furthermore, the City has recently shown that it lacks the personnel qualified to properly serve in the Executive Director role. The 2013 bonds issued to refinance the Convention Center are backed by funds derived from a sales tax credit under RCW 82.14.390 issued by the Vancouver Public Facilities District (which is not an additional tax but rather a credit against the State's sales tax). A statutory requirement for the PFD to take advantage of this sales tax credit states that the "[m]oney[] collected ... must be matched with an amount from other public or private sources equal to 33 percent of the amount collected." RCW 82.14.390(5). To fulfill this obligation, the DRA entered into an interlocal agreement with the City that requires the City to timely remit these taxes collected to the Bond Trustee (U.S. Bank). This obligation is defined as "absolute, unconditional and irrevocable" that "remain[s] in full force and effect until the entire principal of and interest on the Bonds shall have been paid or provided for." Despite this "absolute, unconditional and irrevocable" obligation, the City Manager's Office directed on January 29, 2026, to withhold a required payment of \$301,479.69 because it needed to conduct "further due diligence" to understand the intended transfer. It was not until I notified the Trustee of the action that the City realized its error and authorized the payment. The DRA does not allege that the City intentionally withheld these funds for nefarious reasons. However, it illuminates the obstacles that will be created if a person wholly unfamiliar with DRA operations and the bonds is appointed to be Executive Director. As such, rejecting this ordinance is necessary to, as the Staff Report states, "[e]nsure[] that existing approach to DRA operations continues" and "[p]rotect[] the financial interests of the DRA and the City."

In sum, the foregoing establishes that the DRA for almost 30 years has operated efficiently, effectively, and—most importantly—independently. The proposed ordinance wrongfully seeks to upend that independence for no reason other than to prevent one person from continuing to serve in the same role she has served for over half a decade.

II. The Staff Report's Reasons for the Ordinance are Inaccurate

The Staff Report alleges DRA amended its bylaws on February 19, 2026, "despite the City's formal request that it table the proposed resolution due to noncompliance with its charter, bylaws, and certain financial obligations." This statement is fundamentally incorrect and is grossly misleading.

First, the City's formal request to "table" the resolution was submitted at 10:17 a.m. on February 19, 2026. **This was fewer than 45 minutes before the meeting was to begin.** That email, a copy of which is attached, was sent to the DRA's Staff Liaison while she was already

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walking to the location of the DRA meeting and therefore unable to forward to the Board.¹ Any claim that the City timely requested the DRA's proposed resolution be "tabled" is misleading at best. Additionally, as described in more detail below, the DRA has repeatedly attempted to engage the City in dialogue only to be met with resistance and veiled threats.

Second, the rationale provided to "table" the resolution is legally misguided. The allegation is that the DRA violated Section 7.11 of the Indenture Agreement between the DRA and U.S. Bank, the latter of which serves as trustee for the 2013 bonds issued to refinance the Convention Center. That section provides in its entirety:

The Authority shall not amend its charter or bylaws: (a) **without the prior written consent of the City**, (b) in any manner that would result in the inclusion of interest on any Bonds in gross income for federal tax purposes, or (c) without the prior written consent of the Trustee, **in any manner that would materially and adversely affect the interest of the Owners of the Bonds**.

(Indenture § 7.11.) In essence, it is contended that the Authority can *never* amend its bylaws without the City's consent. This assertion flatly ignores a well-settled principle of construction (and grammar) known as the last antecedent rule, which states in relevant part: "the presence of a comma before the qualifying phrase *is evidence the qualifier is intended to apply to all antecedents instead of only the immediately preceding one*." *State v. Bunker*, 169 Wn.2d 571, 578 (2010) (citations and internal quotation marks omitted) (emphasis added).² As one court explained, "[f]or example, in the phrase 'no person shall be deprived of life, liberty, or the pursuit of happiness, without due process of law,' the phrase 'without due process of law' modifies all three terms." *Enron Creditors Recovery Corp. v. Alfa, S.A.B. de C.V.*, 651 F.3d 329, 335 (2d Cir. 2011). The City's contention ignores the qualifying clause after the comma: "in any manner that would materially and adversely affect the interest of the Owners of the Bonds." Aside from taking issue with Ms. Ramras continuing her role as Executive Director as she has done for five-plus years, there has been no explanation offered how utilizing the same person as Executive Director but serving as an independent contractor somehow "materially and adversely affect[s] the interest of the Owners of the Bonds." The analysis presented to Council assumes that subsection (a) exists independently and is not qualified by the final words. As a matter of law, this analysis is wrong. Properly applied, DRA Resolution 2026-02-19-01 merely codified

¹ While the City Manager did request of President Robertson via telephone the day before, the cited basis was not because of any deficiency but rather because, in his words (according to President Robertson), the City Council was going to amend the bylaws anyway. Ostensibly, this is referring to the Council's February 17, 2026, Executive Session at which any final decision could not occur. See ch. 42.30 RCW. There was no mention in this phone call about any suggested violation of the Indenture Agreement.

² Although the last antecedent rule is often used in statutory construction, it is also applied in contract interpretation.

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what the DRA had done previously from 2018-2020 insofar as having an independent contractor serve as the Executive Director.

Finally, if the rationale offered last week is to be credited, the proposed ordinance is equally if not more forbidden. Section 7.08(h) of the Indenture states the DRA “shall not, *nor permit the City to, amend, modify or otherwise change its charter, bylaws or other organizational documents in any manner, other than as expressly permitted under Section 7.11.*” (Indenture § 7.08(h) (emphasis added)). Copies of these sections are attached. Claiming that the Indenture prohibits the DRA’s resolution while simultaneously permitting the proposed ordinance is self-contradictory. The DRA has notified the Trustee of the proposed ordinance and is awaiting guidance to learn whether the Trustee views the City’s proposed action as a possible default under the Indenture, thereby requiring the DRA or the City (as the Guarantor) to immediately pay back the principal on the outstanding bonds.

The Staff Report also refers to “[t]he redevelopment of properties owned by the City behind City Hall and adjacent to the Convention Center” and “a proposed performing arts center that may be located on City-owned property behind the Convention Center and will require substantial investment by the City” as additional bases for assuming control of the Executive Director position. These statements are wrong. The DRA will not have any role in financing the performing arts center or developing property behind City Hall. The DRA’s refinancing of the existing bonds would be limited to expanding the Convention Center and adding required parking. Therefore, the statement that “[t]he City will likely be required to provide additional credit enhancements ... for future debt offerings by DRA to *finance the projects highlighted above*” (Staff Report at 2) is patently incorrect.

III. The City Has Ignored the DRA’s Requests for Justification to Terminate Ms. Ramras as Executive Director, Instead Choosing to Threaten the Board Members with Removal and the DRA with Dissolution

Council should be aware that the DRA has attempted—repeatedly—to engage the City in dialogue surrounding the Executive Director position following the triggering event from January 15, 2026. I outline those efforts below:

1. DRA President Robertson was informed on January 15, 2026, that Ms. Ramras was separated from her position as City of Vancouver Finance Director earlier that day. The City Manager disclosed the separation by way of a phone call, prompting President Robertson to inquire whether Ms. Ramras could continue in her role as Executive Director. The City Manager rebuked the suggestion and instead promised to communicate again and propose two different candidates the Board could “consider” for the role of Executive Director. The City Manager would not contact President Robertson again until February 18, 2026, the day before the DRA’s regular meeting being challenged by the City (refer to footnote 1 on page 5).

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2. Upon learning of Ms. Ramras's termination from the City, I reached out to the City Attorney on January 16, 2026, to commence a constructive dialogue. No substantive response was received until January 28, 2026, due to Ms. Cook's vacation. Correctly, the City Attorney responded on January 28 by reaffirming that "the DRA bylaws *grant full authority to the Board* to remove its Executive Director with or without cause." (Emphasis added). Additionally, the City Attorney offered to answer any questions of the Board "to the extent possible." I responded the same day (January 28) with President Robertson's position that up to the present, "the Board has been very happy with Ms. Ramras's work as Executive Director," that that "no one from the DRA has been given any reason for why Ms. Ramras was separated from the City or why the Board should terminate Ms. Ramras." I then inquired of the City's position "why the DRA should not keep [Ms. Ramras] as the Executive Director."
3. The City Attorney responded two days later (January 30), advising of an inability to "discuss the circumstances surrounding Natasha's departure from the City," and suggesting that "[t]he Board c[ould] direct those questions to Natasha." At this point, Ms. Ramras was not provided with any reason for her separation other than being told that she could be terminated with or without cause. Rather than sharing any reason why the Board should no longer continue to retain Ms. Ramras, the City Attorney then outlined the City Council's "power to," among other things, "terminate the DRA in its entirety" and "remove any or all Board members with or without cause."

I attach the full email thread between me and the City Attorney for transparency. Additionally, the January 30 email was sent one day after the City Manager's Office unilaterally directed that the mandatory transfer of \$301,479.69 to the Bond Trustee be withheld despite the City's "absolute, unconditional and irrevocable" obligation under the Payment Agreement.

In essence, the DRA asked for reasons why it should trust someone else to serve as Executive Director. The City responded by providing no details other than identifying the City's power to dissolve the DRA and replace all Board members at will. In light of these communications, the DRA struggles to understand how the proposed ordinance is needed to "[m]aintain [a] collaborative relationship between the City and DRA." The foregoing exchange is anything but collaborative.

IV. The DRA Complied With All Obligations to Amend Its Bylaws

The sole challenge presented in the Staff Report to the proposed ordinance is that the "DRA amended [Section 2.09 of its bylaws] by resolution on February 19, 2026, ... despite the City's formal request that it table the proposed resolution due to noncompliance with its charter, bylaws, and certain financial obligations." The inaccuracy of this statement is addressed above. Additionally, I note that the City never mentioned once that the DRA's proposed action was unlawful until a letter was emailed to be the morning of February 18, 2026—while I was out of state on vacation as was announced at the earlier DRA Board meeting attended by City personnel

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to include the City Attorney), demanding production of documents by 3:00 p.m. that day. It is worth noting that the City has direct access to all DRA documentation given that the City provides Information Technologies support. No reason has been provided why the City waited until the day before the February 19, 2026, regular meeting and while I was out of state to raise any legalities with the DRA's actions. Nevertheless, the DRA complied with Section 3.02 of its bylaws by mailing notice of the February 5, 2026, special meeting on January 26, 2026. Additionally, the DRA complied with Section 9.02 of its Charter by providing copies of the proposed bylaw revision and the proposed reasons therefor on January 30, 2026. Any assertion that the DRA's resolution—enacted to maintain continuity—violated the Charter or Bylaws is false.

V. Conclusion

The proposed ordinance has nothing to do with any alleged shortcoming of the Board of Directors' management of DRA affairs because there is none. The reasons offered for the ordinance are demonstrably incorrect. The Board continues to manage the DRA's affairs, which includes the management of more than \$3 million every month. Depriving the Board of its ability to have any input to select and/or supervise the individual responsible for the day-to-day affairs of the DRA makes no practical sense.

The DRA Board remains committed to work collaboratively with the City in fulfilling the shared mission of a vibrant and economically prosperous Vancouver advanced by a thriving downtown Hilton and Convention Center. But collaboration is not synonymous with control.

Thank you all for your attention to the foregoing.

Very truly yours,

LIGHTHOUSELAWGROUPLLC

Daniel G. Lloyd

Enclosures

cc: Ms. Jan Robertson, DRA President (w/ encls.)
Ms. Kathleen Kee, DRA Secretary-Treasurer (w/ encls.)
Mr. Marc Fazio, DRA Board Member
Ms. Dyann Bernatz, DRA Board Member
Mr. Tom Donovan, DRA Board Member
Ms. Debra McCracken, DRA Board Member
Mr. Tyler Pace, DRA Board Member
Natasha Ramras, DRA Executive Director

**DOWNTOWN REDEVELOPMENT AUTHORITY
STAFF REPORT NO. 07-16-20-1**

TO: Downtown Redevelopment Authority Board
FROM: Paul Lewis, Executive Director

DATE: 07/16/20

Subject: Appointment of Executive Director

Objective: Appoint Natasha Ramras as DRA Executive Director Effective August 1, 2020

Present Situation: The DRA has contracted with Paul Lewis dba Financial & Management Consulting (FMC) for Executive Director services since February 2018. Prior to that date the role of DRA Executive Director was filled by the City of Vancouver's Chief Financial Officer and prior to 2007 by the City of Vancouver's Economic Development Director. Mr. Lewis' last day as DRA Executive Director will be July 31, 2020.

The COVID-19 pandemic has created a financial shock to the local hospitality industry and the Hilton Vancouver conference center and hotel. As a result, the DRA's operations and finances have become more closely linked to the City of Vancouver. Specifically, the use of DRA reserves to fund operating deficits and debt service will deplete funds earmarked for major renovation projects. This means that funding for those projects, whenever they occur, will be more dependent on city support. In addition, the city has a contingent liability for DRA debt if DRA net revenue and reserves fall short. While the DRA expects its funds to be sufficient the city's support may be needed if the recovery takes significantly longer than expected.

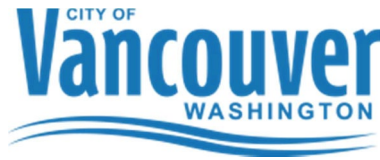
Proposal: Appoint Natasha Ramras and DRA Executive Director effective August 1, 2020.

Natasha Ramras has served as the City of Vancouver's Chief Financial Officer (CFO) since January 2018. She has 19 years of progressively responsible finance experience with state and local government, including 12 years with the city of Vancouver. Prior to being appointed CFO in 2018 she served as the city's deputy finance director of budget, performance and audit for four years. Ms. Ramras left the city in late 2012 and spent seven months as the Finance Director at the Knight Cancer Institute at OHSU before returning to the city in the spring of 2013.

As the city's CFO, Ramras is responsible for the overall financial management of the city including monitoring the city's financial performance, developing financial forecasts and providing financial guidance and advice to the Vancouver City Council, the city manager and departments. She also serves as the Executive Director of the Vancouver Public Facilities District which provides the DRA with state sales tax credit tax revenue to support the DRA financing of the conference center.

The 2020 budget for Executive Director services was approximately \$30,000. The cost for Executive Director services provided by the city is expected to be less than this amount.

Action Requested: Appoint Natasha Ramras as DRA Executive Director effective August 1, 2020. An example motion would be: "I move to appoint Natasha Ramras as DRA Executive Director effective August 1, 2020."



DOWNTOWN REDEVELOPMENT AUTHORITY MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

Richard Keller • Marc Fazio • Debi Ewing • Jack Onder • Brad Hutton • David Copenhaver • Jan Robertson

July 16, 2020

REGULAR MEETING (Convened telephonically, no in person attendance)

The meeting agenda materials referenced in these minutes can be found [online](#).

ITEM 1: CALL TO ORDER AND ROLL CALL

The July 16, 2020 meeting of the Downtown Redevelopment Authority was called to order at 11:35 am by Richard Keller.

Present: Jan Robertson, Debi Ewing, Marc Fazio, Richard Keller, David Copenhaver

Absent: Brad Hutton, Jack Onder

Motion by Ewing, seconded by Robertson, and carried unanimously to excuse the absence of Brad Hutton and Jack Onder.

ITEM 2: APPROVAL OF MINUTES

Motion by Ewing, seconded by Fazio, and carried unanimously to approve the minutes from June 18, 2020.

ITEM 3: SECOND QUARTER FINANCIAL REPORT

Item Summary

Christine Smith, TDJ CPA, Inc., summarized the DRA's financial activity for the quarter ending June 30, 2020. The financial information is provided in the document titled "Narrative Overview of the June 30, 2020 Financial Statements"

ITEM 4: APPROVAL OF CLAIMS AND ADMINISTRATIVE EXPENSES

Item Summary

For June 2020, the claims totaled \$444,858.90. The June 2020 Administrative Expenses totaled \$21,832.51. Management fees paid to Hilton between August 2019 and June 2020 totaled \$442,190.06. The Hilton management fee payments were inadvertently left off the monthly claims reports during that period.

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Motion by Ewing, seconded by Robertson, and carried unanimously to ratify the June claims and approve the Administrative Expenses.

Motion by Robertson, seconded by Ewing, and carried unanimously to ratify the Hilton Management fees from 2019 and 2020.

ITEM 5:ASSET MANAGER’S REPORT

Item Summary

Tom Morone, CHMWarnick, reported on Hilton Vancouver’s progress through June 2020. Please see the report from CHMWarnick: Monthly Asset Manager’s Report for June 2020.

ITEM 6:HOTEL MANAGER’S REPORT

Item Summary

Mike McLeod, General Manager of the Hilton Vancouver WA, presented the Hotel’s projected results for July.

- A Delta airline crew has temporarily relocated to the Hotel from downtown Portland, and their impact was not included in the July forecast.
- Total revenue from July is projected to be \$339,000, up from June’s revenue of \$261,000.
- Occupancy for July is at 28.6% and is projected to exceed 30%
- Net Operating Income (“NOI”) for the month is estimated to be -\$295,000, down to budget by \$671,000
- Revenue for the full year is projected to be \$6.4 million, down 68% to budget
- Occupancy for the full year is 32.6%
- NOI for the full year will be -3.1 million, down 47% to budget
- The annual forecast is highly dependent on Clark County’s progression through Phases of the Safe Start Washington Plan, and moving to Phase III is anticipated to boost consumer confidence
- The preliminary STR report for June showed our RevPar index at 100.6%

Mike McLeod provided updates on the team’s approach during the Coronavirus pandemic including how the team is working collaboratively with limited staffing. Hilton is currently working on a temporary agreement with the relocated Delta airline crew and are looking for opportunities for other crews. Grays Coffee is open for grab and go lunch and Grays restaurant is open for dinner and has been staffed lightly. The Hilton CleanStay with Lysol campaign has launched, and changes include a number of extra procedures including stickers that seal room doors to the jambs after sanitization, wrapped remote controls, and disposable wipes in each room for guest’s use.

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ITEM 7: CAPITAL PROJECTS

Item Summary

Paul Lewis provided updates to the Capital Projects budget. \$409,000 has been used to date, of the \$3.2 million budgeted. Capital projects are on hold with the exception of emergency purchases and the contract with Rodrigo Vargas Design for the lobby and pool design. There is currently \$930,000 in the Renewal and Replacement (“R&R”) reserves and it is expected that those funds will not need to be reallocated to support operations and debt service needs.

ITEM 8: FINANCE COMMITTEE REPORT

Item Summary and Related Discussion

Paul Lewis provided updates from the Finance Committee, which met this month via conference call. There have been ongoing conversations with Piper Jaffray regarding bond refinancing. Discussions indicate that debt service savings are possible, but it would be dependent on the ability to sell the bonds which is tied to market stability. Additionally the Finance Committee reviewed an updated Cash flow forecast which project \$5.2 million in reserves at the end of 2020 if nothing improves, and \$1 million in reserves at the end of 2021 under the same conditions.

ITEM 9A: OTHER BUSINESS – LOBBY/POOL DESIGN PROJECT UPDATE

Item Summary

Paul Lewis announced that a small team will meet with Rodrigo Vargas design in person on the upcoming Wednesday to kick off the design project. Other DRA staff and board members and Hilton staff will participate via videoconference.

ITEM 9B: OTHER BUSINESS – EXECUTIVE DIRECTOR APPOINTMENT

Item Summary

Paul Lewis presented Staff Report 07-16-20-1 regarding the appointment of Natasha Ramras as DRA Executive Director effective August 1, 2020.

Motion by Robertson, seconded by Ewing, and carried unanimously to appoint Natasha Ramras.

Related Discussion

The board thanked Paul Lewis for his commitment and expertise over his two years as Executive Director.

ITEM 10: EXECUTIVE SESSION

No executive session.

CITIZEN COMMUNICATIONS

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No Citizen Communications were submitted in writing ahead of the meeting.

ADJOURNMENT
12:16 PM

Meetings of the Downtown Redevelopment Authority are electronically recorded on audio. The audio tapes are kept on file in the office of the City Clerk for a period of six years.



To request other formats, please contact:

City Manager's Office (360) 487-8600 | WA Relay: 711 | Amanda.Delapena@cityofvancouver.us



DOWNTOWN REDEVELOPMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

CONSULTING SERVICES CONTRACT: EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into between the **Downtown Redevelopment Authority**, a municipal corporation, hereinafter referred to as the "ORA", and **Financial & Management Consulting**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Consultant is retained by the ORA to perform professional services in connection with the project designated as **On-Call Financial and Management Consulting Services**.
2. **SCOPE OF SERVICES** . Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **TIME FOR PERFORMANCE.** The term of this agreement shall begin January 1, 2019 and shall continue until December 31, 2019 unless an extension of such time is granted in writing by the ORA, or the Agreement is terminated by the ORA in accordance with Section 16 of this Agreement.
4. **PAYMENT.** The Consultant shall be paid by the ORA for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed **\$25,920** inclusive of labor, materials, equipment supplies and expenses without prior written approval of the ORA.
 - b. The consultant may submit vouchers to the ORA once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the ORA and noted on this agreement. Such vouchers will be checked by the ORA, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the ORA after the completion of the work under this agreement and its acceptance by the ORA.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the ORA and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the ORA whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a - Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the ORA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the ORA.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the ORA, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. CONSULTANT'S LIABILITY INSURANCE. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The CGL insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- i. The Consultant's insurance coverage shall be primary insurance as respect the ORA. Any Insurance, self-insurance, or insurance pool coverage maintained by the ORA shall be excess of the Consultant's insurance and shall not contribute with it.
 - ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the ORA.
- c. Professional Liability insurance with limits no less than One Million Dollars (\$1,000,000).
- d. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Consultant shall furnish the ORA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the Downtown Redevelopment Authority as a named additional insured, evidencing the Automobile Liability, Commercial General Liability and Professional Liability insurance of the Consultant before commencement of the work.

9. INDEPENDENT CONSULTANT. The Consultant and the ORA agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded ORA employees by virtue of the services provided under this Agreement. The ORA shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. DISCRIMINATION PROHIBITED. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW49.60.180.

11. CONFIDENTIALITY. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the DRA's express written consent. Consultant agrees to provide the ORA with immediate written notification of any person seeking disclosure of any confidential information obtained for the ORA.
12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the ORA. Upon written notice by the ORA during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the ORA.
13. INTELLECTUAL PROPERTY.
 - a. Warranty of Noninfringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ORA. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the ORA.
15. NON-WAIVER. Waiver by the ORA of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
16. ORA'S RIGHT TO TERMINATE CONTRACT. The ORA shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The Consultant shall be entitled to payment for work thus far performed

and any associated expenses, but only after the ORA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the Downtown Redevelopment Authority shall be sent to the following address:

Mr. Brent Boger, ORA Attorney
Downtown Redevelopment Authority
PO Box 1995
Vancouver, WA 98668-1995
Phone: (360) 487-8500
Email: Brent.Boger@Cityofvancouver.us

Notices to Consultant shall be sent to the following address:

Mr. Paul Lewis
Financial & Management Consulting
16510 NE 30th Court
Ridgefield, WA 98642
Phone: (360)904-1352
Email: lewispn@comcast.net

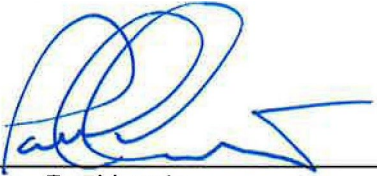
18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the ORA and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both ORA and Consultant.
19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the ORA at law or in equity.

23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of December, 2018.

DOWNTOWN REDEVELOPMENT AUTHORITY: Financial & Management Consulting:

By 
Richard Keller
ORA President

By 
Paul Lewis
Owner

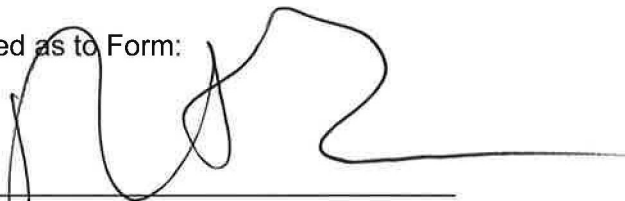
Approved as to Form:

Brent Boger
DRA Attorney

EXHIBIT "A"

SCOPE OF SERVICES

- Support Monthly ORA Meetings
 - Interact with the ORA President, ORA Board members, Asset Manager, accounting staff, and ORA attorneys regarding relevant topics and issues for the monthly ORA Finance Committee and Board meetings.
 - Review and approve monthly agendas and materials for the monthly ORA Finance Committee and Board meetings.
 - Attend and support monthly ORA Finance Committee and Board meetings.
 - Attend the monthly meetings with Hilton and the DRA's Asset Manager.
 - Follow up with the ORA President and others as appropriate regarding topics raised during the monthly ORA meetings.
 - Oversee the development of the annual Hilton and ORA budget.
- Develop Final ORA Accounting and Financial Reporting Procedures
 - Finalize ORA accounting and financial reporting procedures.
 - Review the draft procedures with City of Vancouver accounting staff and revise as needed.
- Develop Plan to Transition ORA Accounting Support to the City
 - Meet with the City's CFO and Accounting Manager to develop a plan to transition ORA accounting and financial reporting support back to city staff.
 - Ensure that the city has two people trained to perform ORA accounting and financial reporting tasks.
- Develop a Final Funding Plan for Planned ORA Capital Investments
 - Work with the Asset Manager and Hilton staff to update planned capital investments.
 - Identify specific sources and uses of funding to include current and future replacement reserves, long term debt backed by Vancouver PFD sales taxes and City of Vancouver lodging taxes.
 - Work with the Asset Manager, ORA Bond Counsel, Vancouver CFO and other ORA support staff to develop a final funding plan to support the DRA's planned capital investments.
 - Review the draft funding plan with the ORA Finance Committee and revise as needed.
 - Present the draft funding plan to the ORA Board for approval.
 - Work with ORA Bond Counsel to and underwriters to initiate work on financing documents.
- Complete Other Tasks as Directed by the ORA Board
 - Finalize lease terms and related documents for the 4th Street parking lot and oversee completion of improvements to the lot.
 - Assess the opportunity for a discounted pre-payment of the DRA's note with ACA and pursue pre-payment if appropriate.
 - Monitor Grays financial results in comparison to the financial projections developed when the renovation project was approved.
 - Interact with the City of Vancouver and the Vancouver Public Facilities District.
 - Attend Clark County Public Facilities District meetings as needed to provide updates on the ORA/Hilton finances and operations.
 - Complete other tasks as directed by the ORA Board.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Personnel	Hourly Fee
Paul Lewis, Financial & Management Consultant	\$135

Total cost not to exceed \$25,920 without the prior written approval of the ORA.

**DOWNTOWN REDEVELOPMENT AUTHORITY
STAFF REPORT NO. 12-19-19-3**

TO: Downtown Redevelopment Authority Board
FROM: Brent Boger, DRA Attorney

DATE: 12/19/19

Subject: Contract with Financial & Management Consulting

Objective: Authorize the DRA President to Sign a Contract with Paul Lewis dba Financial & Management Consulting for Executive Director Support Services through December 2020

Present Situation: The DRA has contracted with Paul Lewis dba Financial & Management Consulting (FMC) for Executive Director services since February 2018. As the DRA's Executive Director Mr. Lewis provides the following services:

- Staff support for monthly DRA Board and Finance Committee meetings.
- Monitoring of Hilton performance under the Project Operating Agreement
- Monitoring of compliance with the Trust Indenture.
- Monitoring and review of DRA contracts for asset management and accounting and financial reporting services.
- Monitoring and review of DRA financial performance.
- Review and approval of DRA expenses.
- Coordination of funding for DRA capital projects including planned major renovations.
- Point of contact for the City of Vancouver, the Clark County Public Facilities District and the Trustee.
- Development and completion of DRA's annual Work Plan.

The 2020 cost for Executive Director services is based on 216 hours (18 hours per month) at an hourly rate of \$140 per hour. The total cost will not exceed \$30,240 without prior approval by the DRA Board. The DRA Finance Committee recently completed an evaluation of the Executive Director's performance and can provide a summary of its assessment at the Board meeting.

Proposal: Enter into a contract with Paul Lewis dba Financial & Management Consulting for Executive Director services through December 31, 2020. The proposed contract may be terminated by the DRA with ten days' notice and by FMC with sixty days' notice. As required by a memorandum of understanding the City of Vancouver has approved this contract.

Action Requested: Authorize the DRA President to sign a contract with Paul Lewis dba Financial & Management Consulting. An example motion would be: "I move to authorize the DRA President to sign the proposed contract with Paul Lewis dba Financial & Management Consulting."

Attachments: 2020 Contract



DOWNTOWN REDEVELOPMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

CONSULTING SERVICES CONTRACT: EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into between the **Downtown Redevelopment Authority**, a municipal corporation, hereinafter referred to as the "DRA", and **Financial & Management Consulting**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Consultant is retained by the DRA to perform professional services in connection with the project designated as **On-Call Financial and Management Consulting Services**.
2. **SCOPE OF SERVICES.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **TIME FOR PERFORMANCE.** The term of this agreement shall begin January 1, 2020 and shall continue until December 31, 2020 unless an extension of such time is granted in writing by the DRA, or the Agreement is terminated in accordance with Section 16 of this Agreement.
4. **PAYMENT.** The Consultant shall be paid by the DRA for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed **\$30,240** inclusive of labor, materials, equipment supplies and expenses without prior written approval of the DRA.
 - b. The consultant may submit vouchers to the DRA once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the DRA and noted on this agreement. Such vouchers will be checked by the DRA, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the DRA after the completion of the work under this agreement and its acceptance by the DRA.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the ORA and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the ORA whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a - Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the ORA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the ORA.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the ORA, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. CONSULTANT'S LIABILITY INSURANCE . The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The CGL insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

- i. The Consultant's insurance coverage shall be primary insurance as respect the ORA. Any Insurance, self-insurance, or insurance pool coverage maintained by the ORA shall be excess of the Consultant's insurance and shall not contribute with it.
 - ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the ORA.
- c. Professional Liability insurance with limits no less than One Million Dollars (\$1,000,000).
- d. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Consultant shall furnish the ORA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the Downtown Redevelopment Authority as a named additional insured, evidencing the Automobile Liability, Commercial General Liability and Professional Liability insurance of the Consultant before commencement of the work.

9. INDEPENDENT CONSULTANT. The Consultant and the ORA agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded ORA employees by virtue of the services provided under this Agreement. The ORA shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. DISCRIMINATION PROHIBITED. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180.

11. CONFIDENTIALITY. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the DRA's express written consent. Consultant agrees to provide the ORA with immediate written notification of any person seeking disclosure of any confidential information obtained for the ORA.
12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the ORA. Upon written notice by the ORA during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the ORA.
13. INTELLECTUAL PROPERTY.
 - a. Warranty of Noninfringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ORA. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the ORA.
15. NON-WAIVER Waiver by the ORA of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
16. TERMINATION.
 - a. ORA. The ORA shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The Consultant shall be

entitled to payment for work thus far performed and any associated expenses, but only after the ORA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

- b. Consultant. The Consultant shall have the right at its discretion and determination to terminate the contract following sixty (60) calendar days written notice. The Consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the ORA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the Downtown Redevelopment Authority shall be sent to the following address:

Mr. Brent Boger, ORA Attorney
Downtown Redevelopment Authority
PO Box 1995
Vancouver, WA 98668-1995
Phone: (360) 487-8500
Email: Brent.Boger@Cityofvancouver.us

Notices to Consultant shall be sent to the following address:

Mr. Paul Lewis
Financial & Management Consulting
16510 NE 30th Court
Ridgefield, WA 98642
Phone: (360) 904-1352
Email: lewispn@comcast.net

18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the ORA and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both ORA and Consultant.

19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.


20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

- 21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the ORA at law or in equity.
- 23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this - 10 day of December, 2019 .

DOWNTOWN REDEVELOPMENT AUTHORITY: Financial & Management Consulting:

By _____
Richard Keller
ORA President

By 
Paul Lewis
Owner

Approved as to Form:

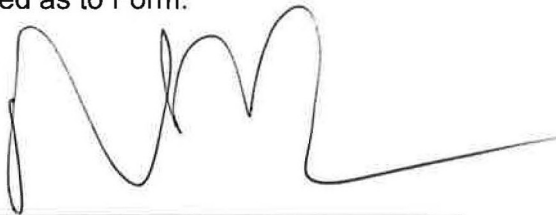

Brent Boger
ORA Attorney

EXHIBIT "A"

SCOPE OF SERVICES

- Provide Staff Support to the ORA and ORA Board Meetings
 - Interact with the ORA President, ORA Board members, Asset Manager, accounting staff, and ORA attorneys regarding relevant topics and issues for the monthly ORA Finance Committee and Board meetings.
 - Review and approve agendas and materials for the ORA Finance Committee and Board meetings.
 - Attend and support ORA Finance Committee and Board meetings.
 - Attend status review meetings with Hilton and the DRA's Asset Manager.
 - Follow up with the ORA President and others as appropriate regarding topics raised during the ORA Board meetings.
 - Oversee the development of the annual ORA budget.
- Oversee the Transition of ORA Financial Reporting to City of Vancouver
 - Finalize ORA accounting and financial reporting procedures.
 - Review the procedures with City of Vancouver accounting staff and revise as needed.
 - Work with the City's CFO and Accounting Manager to develop a plan to transition ORA accounting and financial reporting support back to city staff.
 - Ensure that the City has two people trained to perform ORA accounting and financial reporting tasks.
- Develop a Final Funding Plan for Planned ORA Capital Investments
 - Work with the Asset Manager and Hilton staff to update planned capital investments.
 - Work with the Asset Manager, Vancouver CFO and others to develop a final funding plan to support the DRA's planned capital investments.
 - Review the draft funding plan with the ORA Finance Committee and revise as needed.
 - Present the draft funding plan to the ORA Board for approval.
- Complete Other Tasks as Directed by the ORA Board
 - Participate in the feasibility study of conference center expansion
 - Participate in planning for the Waterfront Gateway properties including planning for additional conference center hotel parking.
 - Assess the opportunity for a discounted pre-payment of the DRA's note with ACA and pursue pre-payment if appropriate.
 - Interact with the City of Vancouver and the Vancouver Public Facilities District.
 - Attend Clark County Public Facilities District meetings as needed to provide updates on the ORA/Hilton finances and operations.
 - Finalize the DRA's investment policy and present to the ORA Board for approval.
 - Complete other tasks as directed by the ORA Board.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Personnel	Hourly Fee
Paul Lewis, Financial & Management Consultant	\$140

Total cost not to exceed \$30,240 without the prior written approval of the ORA.

Dan Lloyd

From: Liles, Krista <Krista.Liles@dra.vanboard.org>
Sent: Thursday, February 19, 2026 12:44 PM
To: Dan Lloyd; Natasha Ramras; Sharon Cates
Subject: FW: Written Comments for Pending DRA Action
Attachments: DRA-Comment-Submission-Form.docx

Krista Liles | Executive Assistant
CITY OF VANCOUVER, WASHINGTON
Finance and Management Services
Work Schedule: 8:00am-4:30pm
Wednesday in office: 8:00am-4:30pm
415 W 6th St | Vancouver, WA 98660
Pronouns: she/her
P: 360-487-8437 | TTY: 360-487-8602
www.cityofvancouver.us



From: Pluckhahn, Lon<Lon.Pluckhahn@cityofvancouver.us>
Sent: Thursday, February 19, 2026 10:17
To: Liles, Krista <Krista.Liles@cityofvancouver.us>
Cc: Cook, Nena <Nena.Cook@cityofvancouver.us>; Towery, Jeff <Jeff.Towery@cityofvancouver.us>; Brandl, Lisa <Lisa.Brandl@cityofvancouver.us>
Subject: Written Comments for Pending DRA Action

Krista,

Please distribute the attached written comment to the DRA board prior to their taking action on the items addressed in the comment form. Thank you!

Lon Pluckhahn | City Manager
City of Vancouver, Washington
415 W 6th St | Vancouver, WA, 98660
Office: 360-487-8640 - **Mobile: (360) 989-4222**



Downtown Redevelopment Authority

The Downtown Redevelopment Authority (DRA) accepts **public comment** on matters **listed on the official public agenda** for the meeting identified below. Written testimony must be submitted to the DRA's Staff Liaison Krista Liles (krista.liles@cityofvancouver.us) prior to the beginning of the public meeting. Those wishing to speak must submit this form **prior to 3pm the day before the meeting**.

Written testimony submitted using this form will be included in the public record and provided to the DRA Board for consideration. **Testimony on non-agenda items, general comments, or matters outside the DRA's jurisdiction will not be accepted or included in the record.**

Meeting Date: February 19th, 2026

Agenda Item Number(s) and/or Title(s): Items 3 and 4; Approval of Resolution 2026-2-19-01 and Approval of Executive Director Professional Services Agreement

Name / Title: Lon Pluckhahn, City Manager

Representing (if applicable): City of Vancouver

Address: 415 W 6th Street **City / State:** Vancouver, WA

Phone: 360-487-8640 **Email Address:** lon.pluckhahn@cityofvancouver.us

(Contact information is requested for the public record but will not be published in the meeting minutes.)

Please provide written comments **to the agenda item(s) identified above** (attach additional pages if necessary). If you are planning to speak at the meeting, so indicate:

The City of Vancouver formally requests that the proposed Resolution amending the DRA's Bylaws be tabled. The process being followed is, in our opinion, not in compliance with the DRA's charter or bylaws. In addition, Article VII-Covenants of the Authority Section 7.11 of the Amended and Restated Trust Indenture (dated June 1, 2013) provides:



Downtown Redevelopment Authority

Amendment to Charter and Bylaws. The Authority shall not amend its charter or bylaws: (a) without the prior written consent of the City, (b) in any manner that would result in the inclusion of interest on any Bonds in gross income for federal tax purposes, or (c) without the prior written consent of the Trustee, in any manner that would materially and adversely affect the interest of the Owners of the Bonds.

As of today's date, the DRA has not requested nor received prior written consent of the City for this bylaw change as required under (a) above. The City is therefore asking that this be tabled.

Manager to be of comparable quality, utility and value, or (e) a disposition of the Project that contemporaneously permits the defeasance of all of the Bonds, the Authority shall not cause or suffer to occur any sale, lease, transfer or other disposition of the Authority's right, title and interest in and to the Project or any part thereof, including the Property. The Authority also shall not sell, pledge, factor or otherwise dispose of any accounts receivable under any circumstances.

Section 7.07. Continuing Disclosure. The Authority shall comply with and carry out all of the provisions of the respective Continuing Disclosure Agreements. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the Continuing Disclosure Agreements or this Section shall not be considered an Event of Default; provided, that the Trustee, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Agreements) or the Beneficial Owners of at least 25% aggregate principal amount in Outstanding 2013 Bonds of the applicable Series shall, only to the extent indemnified pursuant to Section 1.03(a) from any cost, expense or liability arising from or related thereto, or any Beneficial Owner of the 2013 Bonds of such Series may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Authority to comply with its obligations under this Section.

Section 7.08. Separate Existence. The Authority shall:

- (a) maintain its financial statements, accounting records and other official documents separate from those of the City or any other Person;
- (b) maintain its own separate bank accounts and correct, complete and separate books of account;
- (c) at all times hold itself out to the public under the Authority's own name and as a governmental entity separate and distinct from the City and any other Person;
- (d) not hold out its credit as being available to satisfy the obligations of others;
- (e) conduct its business in its own name;
- (f) pay its own liabilities, indebtedness and obligations of any kind, including all its Administrative Expenses, from its own separate assets (including amounts deposited in the Administrative Fee Fund);
- (g) separately identify, maintain and segregate its assets and not commingle its assets with the assets of any other entity except pursuant to the Bond Documents;
- (h) not, nor permit the City to, amend, modify or otherwise change its charter, bylaws or other organizational documents in any manner, other than as expressly permitted under Section 7.11; and
- (i) except as expressly permitted pursuant to Section 7.02, not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any Person.

Section 7.09. Guaranties. The Authority shall not be or become liable as a guarantor, surety or otherwise for any bonds, notes, loans, installment purchase obligations, lease purchase agreements, certificates of participation, or other Indebtedness, or other payment obligations, current or contingent, obligations for borrowed money of any other Person.

Section 7.10. Pay Officers or Directors. The Authority shall not pay any compensation or make any distribution of income or other assets to any of its officers or directors other than the reimbursement of ordinary out-of-pocket expenses.

Section 7.11. Amendments to Charter and Bylaws. The Authority shall not amend its charter or bylaws: (a) without the prior written consent of the City, (b) in any manner that would result in inclusion of interest on any Bonds in gross income for federal income tax purposes, or (c) without the prior written consent of the Trustee, in any manner that would materially and adversely affect the interest of the Owners of the Bonds .

Section 7.12. Covenant to Budget and Appropriate. The Authority shall take such action as may be necessary to include in its operating and capital budgets for each Fiscal Year commencing on and after the date hereof, all payments due under this Indenture and all of the Main Transaction Documents to which it is a party, and to make all appropriations for such payments at such time and in such manner and amounts as may be necessary in order to make all payments hereunder and thereunder when due.

Section 7.13. Maintenance of the Project. The Authority shall maintain or cause to be maintained the Project in good and substantial repair, working order and condition; provided, that if all or any of the Project shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied in accordance with the terms of Sections 5.17 and 7.20. Without limiting the generality of the foregoing, the Authority shall maintain, use and operate or cause the maintenance, use and operation of the Project and all engines, boilers, pumps, machinery, apparatus, furniture, fixtures, fittings and equipment, including FF&E, of any kind in or that shall be placed in any building or structure now or hereafter at any time constituting part of the Project, in good repair, working order and condition, and the Authority shall from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements, in each case to the extent necessary so that the value of the Project shall not be impaired in any manner that could result in a Material Adverse Effect on the Authority or the Project.

Section 7.14. Bankruptcy, Insolvency; Receiver.

(a) The Authority shall not commence any voluntary case under the Bankruptcy Code or under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

(b) The Authority shall not (i) file, consent to the filing of, aid, solicit, support or otherwise act, cooperate or collude to cause the filing of any petition in bankruptcy or in insolvency, or for a receiver or reorganization or composition; (ii) make any assignment for the benefit of creditors generally or to a trustee for creditors generally; or (iii) permit, solicit, support or otherwise act, cooperate or collude to cause an adjudication in bankruptcy, the taking possession of the Project or any part thereof by a receiver, or the seizure and sale of the Project

Dan Lloyd

From: Dan Lloyd
Sent: Tuesday, February 3, 2026 9:26 AM
To: 'Cook, Nena'
Subject: RE: DRA - Executive Director

Hi Nena—

I really hope it wasn't the intent, but the email you wrote comes off as a threat to the DRA. As I stated, the Board has never had reason to have someone other than Natasha serve as its Executive Director, which is what prompted my email to ask whether there was something that the City could share with the Board to help decide whether to retain Natasha. I can appreciate that employment matters are sensitive, but I was thinking that if the Columbian sent a PRA request for documents discussing the reason(s) for Natasha's termination, those would have to be turned over (I wish to clarify that I am not making a PRA request). But if nothing can be shared, I get it. However, the Board is left without anything concrete or alleged to undermine its preexisting view that Natasha has done a good job.

Rather than offer any reason specific to Natasha, the email below simply outlines one RCW and a few VMC sections that explain (1) how the City can control the DRA, (2) how the City can remove all of the DRA's volunteer Board members, and (3) how the City can dissolve the DRA. Juxtaposed against what was relayed to President Robertson by Lon and to me by Patrick, I don't know how else to read what you write as anything but "do what the City wants or else." Am I missing something?

For what it's worth, I'm aware of each VMC section, which includes VMC 2.73.300. Municipal code sections are not read in isolation though. While VMC 2.73.300 grants "such power and authority as reasonably necessary or convenient to enable the[City Manager and City Clerk] to administer this chapter efficiently and to perform the duties imposed in this chapter," the chapter does not impose any duty on the City Manager (the word "manager" appears only in the definitions section (VMC 2.73.030(K) and in VMC 2.73.300). Conversely, the duties imposed on the City Clerk include giving notice to the Secretary of State of the DRA's Charter (this was done in 1997) (VMC 2.73.060), filing annual reports and statements of the DRA (VMC 2.73.100(C)(7), VMC 2.73.220), and filing amendments to the Charter and Bylaws (VMC 2.73.120, .130). Beyond that, chapter 2.73 VMC does not impose any other duties on the City Clerk. To this end, you are correct that the City Manager and City Clerk have joint power (given the City Manager's supervisory role over the Clerk) to ensure annual reports and statements and Charter/Bylaw amendments of the DRA are filed. If there's some other "duty" imposed on the City Manager or City Clerk that I've missed, please let me know. But absent any such imposition, the city manager's "power and authority as reasonably or convenient" is limited to whatever duties are imposed on the Clerk.

Also, for what it's worth, VMC 2.73.230 states: "The City Council and state auditor *shall have no right, power or duty to supervise the daily operations of the authority, but shall oversee such operations only through their powers to audit, modify the Charter and bylaws and to remove board members* all as set forth in this chapter, *all for the sole purpose of correcting any deficiency and assuring that the purposes of the authority are reasonably accomplished.*" (Emphasis added). If there is "any deficiency" or act showing "that the purposes of the authority are [not being] reasonably accomplished," then please let

me know. Otherwise, the City's power to control the DRA is much more circumscribed than what is suggested below.

Additionally, as referenced in my letter to the Trustee, the City's contractual obligations to pay the lodging tax and sales tax credit toward the Indenture are "absolute, unconditional and irrevocable" (Section 3.03). Unless the City is taking on the entire liability of the 2013 bonds, it's obligated to continue its duties under contract.

By all means, if my analysis is off, please let me know. The DRA wants its relationship with the City to remain compatible. I hope the City feels the same way regardless of who holds the position of Executive Director.

Happy to chat if you think it would be productive.

Best,
Dan



Daniel G. Lloyd

E-mail: dan@lighthouselawgroup.com

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>

Sent: Friday, January 30, 2026 4:17 PM

To: Dan Lloyd <dan@lighthouselawgroup.com>

Subject: DRA - Executive Director

Thanks, Dan. As you can appreciate, I can't discuss the circumstances surrounding Natasha's departure from the City. The Board can direct those questions to Natasha.

You invited me to share any additional information that may be helpful for the Board to consider at its February 5 meeting. I think board members might welcome the opportunity to understand the full legal framework within which they operate. In addition to Section 2.09 of the bylaws you mentioned, state statutes, the Vancouver Municipal Code ("VMC"), and the DRA Charter all play a role.

First, even though the DRA is an independent legal entity, RCW 35.21.745 (1) allows the City to "control and oversee its operation and funds in order to correct any deficiency and to assure that the purpose of each program undertaken are reasonably accomplished."

Second, the VMC outlines some of the ways the City Council interfaces with the DRA. For example, it has the power to

- audit and inspect all financial records of the DRA at any time during business hours *VMC 2.73.230*;
- accept or reject Charter amendments proposed by the Board *VMC 2.73.120(A)*;
- amend the bylaws as necessary and appropriate *VMC 2.73.130(C)*, including the ability to amend Section 2.09; and
- terminate the DRA in its entirety *VMC 2.73.250*

Third, the DRA Charter gives City Council the ability to remove any or all Board members with or without cause. *Charter Section 6.06* .

Finally, the VMC grants to the City Clerk and City Manager “all such power and authority as reasonably necessary or convenient to enable them to administer this chapter efficiently and to perform the duties imposed in this chapter.” *VMC 2.73.300*.

If the Executive Director position becomes vacant, the City would like to discuss with the Board its recommendation for an individual to serve in that capacity. I’ll look forward to seeing you on February 5. Thanks, Dan.

Nena Cook | City Attorney



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From: Dan Lloyd <dan@lighthouselawgroup.com>
Sent: Wednesday, January 28, 2026 4:25 PM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Thanks Nena. No problem communicating in writing.

As the Bylaws are concerned, yes we agree the Board has sole discretion whether to retain or terminate whomever holds the Executive Director role.

I spoke with the Board President. She asked me to share that (a) the Board has been very happy with Natasha's work as Executive Director, and (b) no one from the DRA has been given any reason for why Natasha was separated from the City or why the Board should terminate Natasha. The only thing anyone has said was in a phone call I had with Patrick on Friday, during he which he said that there would be issues with the relationship with between the DRA and City if Natasha were retained. I believe his exact words were that the Board would be "living in a fantasy" if it thought could continue any relationship with the City if Natasha remained as Executive Director and that the Board needed to be aware of that risk.

If the reasons for Natasha's separation or why the DRA should not keep her as the Executive Director can or should be shared with the Board, please pass them along. Beyond that, feel free to share whatever the City thinks the Board should know as it deliberates.

Thanks,
Dan



Daniel G. Lloyd

E-mail: dan@lighthouselawgroup.com

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>
Sent: Wednesday, January 28, 2026 1:08 PM
To: Dan Lloyd [REDACTED] >
Subject: RE: DRA - Executive Director

Hi Dan,

Given the relationship between Natasha and the City, it's probably better if we communicate in writing. As you know, the DRA bylaws grant full authority to the Board to remove its Executive Director with or without cause:

Section 2.09 Executive Director. The Executive Director shall be the chief administrative officer of the Authority responsible for the day-to-day operations of the Authority and for carrying out the policies and directives of the Board. The Executive Director shall make recommendations to the Board on practices, policies and programs of the Authority. He or she shall have such powers and perform such duties as may be prescribed from time to time by the Board. The Executive Director is an employee at-will, and as such, may be removed, with or without cause, by the Board.

(Emphasis added). I understand from your email below that the Board is planning to consider that issue at a Special Board meeting scheduled for February 5 at 11:00 am. If the Board has any questions of the City prior to that meeting, please email them to me and I will answer to the extent possible. Thanks, Dan.

Nena Cook | City Attorney



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From: Dan Lloyd <[REDACTED]>
Sent: Tuesday, January 27, 2026 7:07 PM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>
Cc: Rude, Becky <Becky.Rude@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Hi Nena—

I wanted to send a follow up message to see if you have had a chance to look into this. I have a Council meeting tomorrow in Orting so I'll be on the road beginning at about 10am. Feel free to call anytime after that.



Daniel G. Lloyd

E-mail: [REDACTED]

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>
Sent: Friday, January 16, 2026 2:27 PM
To: Dan Lloyd <[REDACTED]>
Cc: Rude, Becky <Becky.Rude@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Hi Dan,

Thanks for the voice mail and message. I will be out of the office through January 26 so will let you know the City's position vis-à-vis the DRA when I return. Thanks again.

Nena Cook | City Attorney



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From: Dan Lloyd <[REDACTED]>
Sent: Friday, January 16, 2026 10:21 AM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>; Rude, Becky <Becky.Rude@cityofvancouver.us>
Cc: Jan2 <[REDACTED]>
Subject: DRA - Executive Director

Hi Nena & Becky –

I wish I was writing under better circumstances. With Natasha's separation, the DRA President has asked that I reach out to you regarding the Executive Director role. The Board plans to have a special meeting

before the next regularly scheduled meeting on 2/19. I'm anticipating that the meeting will be the first week of February – aiming for 2/5 or 2/6. The Board is going to consider all options for who fills the Executive Director role, which includes retaining Natasha as its Executive Director. I'm around today to discuss if you think it would be helpful.

Best,
Dan



Daniel G. Lloyd

[Redacted]

Seattle, WA 98101

Phone: [Redacted]

[Redacted]

Web: <http://www.lighthouselawgroup.com>

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City Council : Entry

Name

Richard Warner

Email

[REDACTED]

Phone

[REDACTED]

Address

[REDACTED]

Vancouver98683

United States

[MaQ.J!](#)

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

I recently saw on the news that my input would be helpful to the council regarding housing development. Our growth and prosperity is great for all in Vancouver minus the poor and house less. So finding ways to mitigate is important. Low coat housing is critical. That is why most of your constituents support that. But if we can learn from the overly taxed brethren across the river that is killing the city and trying to reduce course we should not only capped the propose 10% rent hike but share the hurt with property owner. Give the tax incentives, water and utility breaks and so forth. I will be writing the same to the Governor and our state legislators.

Richard Warner

[REDACTED]

Llanos Bare, Cheyenne

From: CHARLES BRASHER [REDACTED] >
Sent: Monday, February 23, 2026 10:08 AM
To: City Council
Subject: Item # 10 Ordinance for the 58th Street Rezone Application

You don't often get email from [REDACTED]. [Learn why this is important](#)

The rezone application should be denied for the reasons listed below:

- 1) The Walnut Grove Neighborhood association voted no against it at our meeting on 12/12/25 and in addition many residents have submitted written and oral testimony against the proposed rezone.
- 2) The transit overlay district would allow the developer to increase the now proposed 54 units to 70 units anyway, exactly as proposed before which was rejected by the City Council. The developer has used this before on projects like the 63rd street apartment complex.
- 3) The man who showed up dressed in a pineapple onesie and testified at the planning commission hearing insulting and belittling the residents concerns about the rezone we think was a paid actor brought in by the developer. Would any serious concerned resident of Vancouver do such a thing otherwise?
- 4) We feel that the principal planner Bryan Snodgrass has too close of a relationship with the developer. Whenever we raise concerns he always seems to give priority to the developer. Many times we feel as if our concerns don't matter and they get dismissed or passed over. As an example when one of the residents brought up the transit overlay district at the planning commission hearing and Bryan's comment was good catch on their part. Why did he not bring this up himself because surely he knew about it? Then when questioned on it by the planning commission he was only able to give vague answers on how it worked but the developer had just recently used it on his 63rd street apartment development.
- 5) The developer has a reputation for questionable building practices. Just look at some of his most recent developments: **1)** the 63rd street apartment complexes only exit point is onto the small residential 62nd street and then turning left onto 76th before finally getting to the main large road 63rd street. This has created a safety hazard for families living on 62nd as well as much unwanted congestion. The residents are still very upset about this. **2)** 90th street development in Clark County has the same problem with no exit from the apartment complex except onto small residential streets. A resident living in area impacted spoke to us about other highly irregular things that have happened prior to and during the apartment complex development. **Why should we the residents or you the City Council trust this developer to do the right thing?**

Thank you Charles Brasher & Betty Lavis
Residents of Robins Glen for 20+ years

Llanos Bare, Cheyenne

From: Douglas Roby <dougrob6@yahoo.com>
Sent: Monday, February 23, 2026 11:29 AM
To: City Council
Cc: anawalnutgrove@gmail.com
Subject: 58th Street Rezone

[You don't often get email from dougrob6@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]


Two major points:

1- "We The People" - yes we are whom YOU represent, and we have said we are not going to allow a rezone in this neighborhood. Ty Stober should immediately resign his council position as he does Not represent "The People." The Council does not live in our neighborhood. Nor will their quality of life be affected in any way by allowing this Rezone. The Council "has no skin in the game!"

2- I was always raised that "no means no!" The frustration of this rezoning decision is overwhelming! The planning commission has said no, you, our Vancouver City Council, have on multiple occasions voted no. And yet here we are again arguing a Transit Overlay District loophole allowing developers to build at 125% of density! In August of 2025, at our appearance before the Council, the City Attorney clarified before the Council vote, that a no vote would mean the developer would have to start the entire process again, with the earliest submission being December 2025, yet this is again front and center. Government is responsible to "The People", and we have said no and received assurances that this rezone was voted down. Bryan Snodgrass works for YOU, our Council, and you represent us! Mr Snodgrass should be terminated immediately for his continued support contrary to his bosses, YOU!

Again, vote NO to R-35 on 58th Street. You have already committed to this before and nothing has changed.

Respectfully,
Doug Roby


Vancouver, WA 98662
Sent from my iPad

Llanos Bare, Cheyenne

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Monday, February 23, 2026 11:05 AM
To: City Council
Subject: Submission: Contact City Council

Contact the City Council

Name

Jay and Mary Renaud

Email

[REDACTED]

Phone

3602601694

Address

[REDACTED]
Vancouver, WA 98662
United States
[Map It](#)

Subject

Share an Opinion of a City project or Initiative

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All the Council

Message

Dear City Councilors
We continue to oppose the proposal to increase density in the lots south of Shaeffer Park on NE 58th St. We understand that the developer who is applying for an increase has not been willing to agree to reasonable conditions requested by members of the City Council, which, among other things, shows the impossibility of trusting this developer not to increase his project even beyond the R 35 even if that were granted. We are definitely not opposed to continuing the trend to density and diversity in our neighborhood, and we reiterate our full support for a project in the concerned lots at the R-22 level,

Llanos Bare, Cheyenne

From: Ana Walnut Grove <[REDACTED]>
Sent: Monday, February 23, 2026 11:29 AM
To: City Council
Subject: 58th Street Rezone First Reading and Public Hearing Testimony

WALNUT GROVE NEIGHBORHOOD ASSOCIATION

February 23rd, 2026

To The City Council:

At our quarterly meeting on December 12th, 2026, the Walnut Grove Neighborhood Association, with an attendance of 14 Members and a full Board of Officers, deliberated and voted on the issue of the 58th Street Rezone from R-22 to R-35. As a result, Walnut Grove Neighborhood Association recommends **rejection** of the proposed R-35 rezone.

At a previous meeting in July 2025, we discussed an R-22 to R-50 rezone on the same properties, expressing concerns to this Council regarding these and other issues:

- Lack of pedestrian connections through the majority of 58th street; these would not be adequately addressed with sidewalk improvements solely on the proposed projects' frontage because they extend across all of 58th Street to Andresen Road and along 72nd Avenue.
- Vehicle traffic concerns; there is existing traffic congestion on 58th Street and 72nd Avenue during Walnut Grove Elementary School drop-off and pick-up times, with vehicles blocking our neighbors' driveways and walkways, and parents and children feeling unsafe walking to school due to interrupted sidewalks and car density; this is happening now even prior to the anticipated increase in traffic density due to an R-35 development.
- Concerns of destruction of evergreen trees; this has reached the interests of a greater Vancouver audience, as Walnut Grove in its very name is characteristically an urban forest and values protection of its historic flora.

In thoughtful response to our Association's and individual Members' testimonies, the City Council rejected the R-50 proposal of a 77-unit development in August 2025, finding it misaligned with 58th Street's infrastructure and character.

Now, the new R-35 proposal and a Transit Overlay Bonus (TOD) would allow up to 70 units, which our Association identified as a density far too similar to the already rejected 77 units. The very same issues of traffic congestion, pedestrian safety, and tree and wildlife conservation persist. We have discussed this proposal at length on December 12th, 2025, and even entertained an option of collaborating on a Development Agreement which would clearly outline our expectations and hold the Applicant accountable to preservation of trees, exclusion of TOD, and development that is environmentally responsible—with no emissions or runoff going to adjacent Raymond E. Shaffer Park, abutting Stormwater Treatment Facility, and abutting single family homes. If no such agreement were to take place, the Association found it unacceptable to build at R-35 plus TOD density for the exact same reasons as R-50 was already rejected for.

Therefore, on December 12th, 2025, by a unanimous vote of 14 Members and in full attendance of a Board of Officers, the Walnut Grove Neighborhood Association voted by show of hand to recommend **rejection** of the R-22 to R-35 rezone [on tax lots 107971000 and 107982000].

Reject R-35: 14 Approve R-35: 0 Abstain: 0

Officers in attendance: Ana Kozlovska (Chair), AnnMarie Haldeman (Vice Chair), Deborah Petrie (Secretary), Dave Gardiner (Treasurer).

Therefore, based on our Association's findings and vote to reject R-35 for pre-existing safety, infrastructure, and neighborhood character concerns—as well as no Development Agreement to memorialize our expectations of environmental responsibility to Raymond E. Shaffer Park and Stormwater Facility, protection of trees, and exclusion of TOD—we as Walnut Grove Neighborhood Association respectfully yet vigorously recommend that the City Council rejects the R-35 rezone on 58th Street at Public Hearing on March 2nd, 2026.

Thank you for your commitment to Neighborhood Association voices.

Signed,

Ana Kozlovska (Chair)

AnnMarie Haldeman (Vice-Chair)

Deborah Petrie (Secretary)

David Gardiner (Treasurer)

Llanos Bare, Cheyenne

From: PETER BRACCHI [REDACTED] >
Sent: Sunday, February 22, 2026 9:05 AM
To: City Council
Cc: City of Vancouver - Office of the City Manager; HART Team
Subject: City Council Meeting 2/23/2026 No ADA access and PFAS Stormwater Pollution

Follow Up Flag: Follow up
Flag Status: Flagged

To: Mayor and Members of the Vancouver City Council

Subject: Share House area: ongoing ADA sidewalk obstruction + stormwater pollution risk (PFAS, bacteria, hazardous debris)

Mayor, CMO, HART and Councilmembers,

I am writing after another on-site visit to the Share House area where **public sidewalks remain blocked and garbage/debris continue to accumulate in the right-of-way**, including a **dumpster and portable toilets placed in/near the street with inadequate signage or ADA-safe routing**.

This is not new. It has been ongoing for **approximately eight years**. I raised related concerns in **July 2025** and prior and the problem persists.

1) ADA and basic public right-of-way access

When sidewalks are blocked, residents—including seniors and people with disabilities—are forced into the street. ADA Title II requires the City to maintain accessible features so they remain usable; “temporary interruptions” cannot become routine.

For any closure, the City should provide an alternate pedestrian route with a **continuous clear width (48 inches minimum)** and proper channelization/signage.

Council action requested: Direct Public Works/ADA/Code Compliance to (a) immediately restore passable sidewalks, (b) relocate facilities out of the pedestrian access route, and (c) implement an enforceable “sidewalk must remain passable” standard with routine inspections and public reporting.



2) Stormwater pollution and public health (PFAS + bacteria + hazardous debris)

Garbage piles and long-running street camping conditions near storm drains are a predictable pathway for **stormwater contamination**. Washington State Ecology recognizes **stormwater** as a potential source of bacteria contamination, and fecal coliform is an indicator of pollution from human/animal waste that can affect public health and environmental quality. I'm also concerned about **PFAS**. PFAS are widely used in consumer products, including **waterproof/water-resistant textiles and outdoor gear**, and research shows PFAS can be associated with and released from such materials as they age and wear.

The City itself acknowledges PFAS as a major issue and is investing heavily in treatment—**\$25 million** has already been secured for PFAS treatment improvements at Water Station 4 (including a **\$10 million low-interest loan** and **\$15 million** in DWSRF funding).

Regional reporting has noted Vancouver may need to raise **on the order of \$210 million** for PFAS-related drinking water work overall.

Council action requested: Treat upstream prevention as part of the solution:

- Direct targeted cleanup and **stormwater BMPs** (enhanced sweeping, catch-basin cleaning, litter control).
- Require a plan for **routine sanitation** that prevents debris from entering storm drains.
- Order **baseline testing** (as appropriate) for bacteria indicators at key outfalls and evaluate whether targeted PFAS screening is warranted near chronic debris accumulation points (so we are using data, not guesses).



3) Fairness and compliance with existing rules

The City states that **garbage service is required at all residences** in Vancouver per municipal code. Residents and businesses are expected to comply. It is not reasonable to allow long-term, visible right-of-way dumping conditions to persist year after year in the same area.

4) “What is the plan?” (Bridge Shelter timeline vs street conditions)

I am aware the City is moving forward with the Bridge Shelter project. Current City information describes a shelter expected to open in **fall 2026** (described as **120 beds**).

Whatever one’s view of shelter policy, that does not justify allowing ADA violations and stormwater pollution risks to continue for years in the interim.

Please respond with:

1. The department accountable for keeping sidewalks accessible at this location and the standard they will enforce.
2. A specific date for removing/relocating right-of-way obstructions and implementing an ADA-compliant alternate route when needed.
3. A sanitation + stormwater protection plan (schedule, staffing, and measurable outcomes).

Sincerely,

Peter Bracchi
Vancouver, WA