



Public Facilities District

June 25, 2026
10:00am
City Hall/Teams
415 W 6th Street
Vancouver, WA 98660

AGENDA

1. **Call to order** – Abbie Layne, President
 - a. Roll Call – Krista Liles
 - b. Excusal of Absence, if needed
2. **Officer Elections** – PFD Legal
3. **Approval** – SR 06.25.26.01 Legal Contract (ratification) - Natasha Ramras
4. **Executive Session - Legal Risks of Proposed Action or Current Practice (RCW 42.56.110(1)(i))**
5. **Approval** – 12.13.24 Meeting Minutes, 4.10.26 Special Meeting Minutes
6. **Approval** – Claims and Vouchers - Natasha Ramras
7. **Update** – May Financials - Natasha Ramras
8. **Approval** - SR 06.25.26.02 - Executive Director Appointment - PFD Legal
9. **Executive Director Updates**
 - a. Audit Update
10. **General Manager Update** – Alex Dawes
11. **Adjournment**

Members

Abbie Layne
President

Azsha Preble
Secretary/Treasurer

Hunter Byrnes
Ken O'Hollaren
Cody Scherer

Staff Support

Natasha Ramras
Executive Director

Krista Liles
Executive Assistant

Anna Diaz
Accountant

Financial Management Services
P.O. Box 1995
Vancouver, WA 98668
360-487-8437
TTY: 711

Microsoft Teams meeting:
[Click here to join the meeting](#)
Meeting ID: 282 868 803 826 690

Or call in (audio only):
[+1 347-941-5324, 174749254#](tel:+13479415324)
Phone Conference ID: 174 749 254#

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

To request accommodation or other formats, please contact:

Tawny Maruhn | 360-487-8621 | TTY: 711 | Tawny.maruhn@cityofvancouver.us
Public Facilities District Board Mtg. 6.25.26 City of Vancouver



Charlotte A. Archer
Attorney at Law
Dir: 425.450.4209
carcher@insleebest.com

May 13, 2026

VIA E-MAIL

Natasha Ramras
Executive Director
Vancouver Public Facilities District
nportland@msn.com

Re: Vancouver Public Facilities District – Engagement Letter

Dear Executive Director Ramras:

Thank you for identifying Inslee, Best, Doezie & Ryder (“Firm”) to provide those legal services described more fully below; we look forward to working with you. To ensure as clear an understanding as possible regarding the basis of our procedures and charges in rendering the requested legal services, we have prepared this letter of engagement for your review and consideration.

All work will be performed under my supervision as lead attorney by members of the Firm’s Municipal Department, with the Client pre-approval for work performed by attorneys other than the lead attorney as set out herein. All work will be performed under your or your designee’s direction on behalf of the Vancouver Public Facilities District (the “Client”).

SCOPE OF WORK

The Firm has been retained to provide general legal services for the Client, including but not limited to:

- (1) Review or draft legislation, contracts, interlocal agreements and other legal documents;
- (2) Represent the Client in lawsuits and contested administrative proceedings commenced by or against the Client, where requested;
- (3) Consult with and advise the Board, staff members, and consultants regarding legal matters relating to their respective duties for the Client;
- (4) Attend Board meetings and other meetings as requested via videoconference, or in person as requested; and

- (5) Perform such other duties and services as are necessary and appropriate in order to provide the Client with legal representation.

When requesting specific legal services/tasks, the Client shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney (if not lead counsel), an estimate of the response date, and the mutually agreed upon deliverable(s).

The Firm will perform the legal services called for in this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep the Client informed of progress and developments, and respond promptly to the Client's inquiries and communications. The Firm will perform the services as an independent contractor and will determine their working hours and the manner for performance of this role, in accordance with professional expectations. The Firm will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the Client. Any approval by the Client of the Firm's services shall not in any way relieve the Firm of responsibility for the accuracy and adequacy of its services. The Firm represents and warrants that they have all necessary licenses and certifications to perform the services provided for in this Agreement and is qualified to provide legal services to the Client.

FEES, COSTS AND BILLING

We recognize that our municipal clients are stewards of public funds, and we strive to reduce costs by providing quality legal services in an efficient and effective manner. The legal services shall be billed at the hourly rates set forth on Exhibit A, provided the total contract cost shall not exceed \$50,000 without prior approval of the Client.

The rates attached as Exhibit A are fixed until December 31, 2026, after which time they may be increased with sixty (60) days' written notice by Firm. The Client shall reimburse the Firm for all out-of-pocket expenses incurred on the Client's behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses, and computerized legal research. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the Client for payment.

Invoices shall be issued monthly for services rendered and costs incurred during the preceding calendar month. Our invoices identify the matter, the service provided, the service provider, the date of service, hours of service or portions thereof in 1/10th hour increments, and the amount billed for the service. We draft our invoices with Chapter 42.30 RCW, the Public

Records Act, in mind, but the client may request modifications to narrative invoices as needed for operations. Costs and expenses are itemized.

INSURANCE AND INDEMNIFICATION

The Firm maintains insurance against claims arising from or in connection with the performance of the work hereunder by the Firm, its agents, representatives or employees, at or above the minimum levels of malpractice insurance, per RPC 1.4. Failure on the part of the Firm to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Client, offset against funds due the Firm from the Client.

The Firm shall indemnify, defend and hold harmless the Client and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney fees, by any reason of or arising out of the act or omission of the Firm, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement except for injuries and damages caused by the sole negligence of the Client. If a final judgment is rendered against the Client, its officers, agents, employees and/or any of them, or jointly against the Client and the Firm and their respective officers, agents and employees, or any of them, the Firm shall satisfy the same to the extent that such judgment was due to the Firm's negligent acts or omissions.

TERM, TERMINATION, AND DISPUTES

This Agreement shall be in effect upon the signature of the Client until terminated. Any party may terminate this agreement at any time. Upon your written notice to terminate, we shall immediately stop all work. Termination of work shall not, however, terminate obligations of confidentiality unless so expressly provided. In the unlikely event that a dispute arises concerning or relating to this agreement, the parties will attempt to amicably resolve the disagreement in good faith and to the satisfaction of both parties. However, if any litigation proceeding is required to enforce the terms of this agreement, the prevailing party in such proceeding shall be entitled to an award of its reasonable attorney's fees and incurred costs and expenses.

Please indicate your agreement to the foregoing terms of our engagement by signing the attached copy of this letter and returning it to me for our files. We appreciate very much the opportunity to assist you in this matter. If you have any questions regarding this agreement or

Natasha Ramras | Executive Director

May 13, 2026

Page 4 of 5

should you at any time have any questions regarding the nature of our services, please do not hesitate to contact me.

Sincerely,



Charlotte A. Archer

ENCLOSURE

Agreed and accepted:

Client

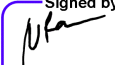
Signed by:

By: _____
63D43343818E4B6...
Natasha Ramras
Executive Director

EXHIBIT A

<i>2026 Attorney Rates For Municipal Clients</i>	
<i>MUNICIPAL ATTORNEYS</i>	<i>HOURLY RATES</i>
Charlotte Archer	\$395
Other Municipal Group Partners	\$395
Associates	\$275
Other firm partners and associates	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually
<i>FOR LITIGATION</i>	<i>HOURLY RATES</i>
Senior Attorneys/Shareholders	\$425
Associates	\$295
<i>FOR REAL ESTATE WORK</i>	<i>HOURLY RATES</i>
Senior Attorneys/Shareholders	\$450
Associates	\$325

From: [Dan Lloyd](#)
Cc: [Liles, Krista](#); [Natasha Ramras](#); [Harder, Chris](#); [Cook, Nena](#)
Subject: RE: Termination of Contract
Date: Thursday, April 23, 2026 3:54:41 PM
Attachments: [image002.png](#)
[image003.png](#)
Importance: High

Members of the DRA Board –

I have bcc'd all of you to avoid any inadvertent “reply to all” and unintentional meeting occurring under the OPMA.

You will recall that the Board ratified Lighthouse Law Group PLLC’s contract at its September 18, 2025, meeting. Under VMC 2.73.080(A), “[a]ll corporate powers of the authority shall be exercised by or under the authority of the board of directors.” Although the Board never delegated to the Executive Director any authority to terminate a contract approved by the Board, I received the below email this morning as I attend a municipal attorney conference out of state.

I appreciate the comments made by many of you expressing a desire to move forward past the dispute that arose with the City about who should serve as the DRA’s Executive Director. Rather than debate the extent of the Executive Director’s power (or lack thereof) to terminate a contract previously approved by the Board, I think it is in the best interest of the DRA that both I and Lighthouse resign as the DRA’s General Counsel. Please accept this email as notice of Lighthouse’s notice of withdrawal under the Standard Terms of Engagement.

It has been an honor to work with all of you, and I wish the DRA the best of luck moving forward.

Krista – I’ll get you a final invoice upon my return to the office.

Regards,
Dan



Daniel G. Lloyd

E-mail: dan@lighthouselawgroup.com

THIS MESSAGE AND ANY ATTACHMENTS ARE PRIVATE AND MAY BE PRIVILEGED. IF YOU ARE NOT THE PERSON MEANT TO RECEIVE THIS MESSAGE, PLEASE NOTIFY THE SENDER, DELETE IT, AND DO NOT COPY OR SEND IT TO ANYONE ELSE.

From: Harder, Chris <Chris.Harder@cityofvancouver.us>
Sent: Thursday, April 23, 2026 11:18 AM
To: Dan Lloyd <dan@lighthouselawgroup.com>
Cc: Jan2 <jrobertson@nbscollc.com>; Robertson, Jan <Jan.Robertson@cityofvancouver.us>; Cook, Nena <Nena.Cook@cityofvancouver.us>
Subject: Termination of Contract

Dan,

Effective immediately, this email serves as the official termination of Lighthouse Law Group’s contract with the Vancouver Downtown Redevelopment Authority. Please invoice the DRA for any unpaid fees and expenses incurred before today’s date (April 23, 2026).

Sincerely,
Chris

Chris Harder | Deputy Director
City of Vancouver, WA
Economic Prosperity & Housing Department
Mobile: 360-356-0250
cityofvancouver.us





Public Facilities District

Meeting Summary/Meeting Minutes Friday, December 11, 2025

10:00am, City Hall/Teams
415 W 6th Street
Vancouver, WA 98660

Board Members Present:

Layne, Preble, Byrnes, O'Hollaren, Scherer

Commissioners/Board Members Absent: N/A

Staff Present: Ramras, Lloyd, Jacobson, Liles

Guests: Alex Dawes (Hilton GM)

AGENDA

1. **Call to order** at 11:03 am – President Layne
 - a. Roll Call –Liles
 - b. Excusal of Absence – N/A
2. **Approval of Minutes** – 6.26.25 Meeting minutes – **Motion to approve** by Preble, Lane seconded, approved unanimously. 8.26.25 Special Meeting minutes – **Motion to approve** by Preble, Layne seconded. Approved.
3. **Approval of PFD Claims and Vouchers** – **Motion to approve** by O'Hollaren, Preble seconded. Approved.
4. **Update** - Budget-to-Actuals, Review of DRA November Financials - Jacobson
5. **Approval** – 2026 Biennial Budget Adoption – SR 12.11.25.1 - Motion to approve by Preble, seconded by O'Hollaren. Approved.
6. **Approval** – PFD Procurement Policy – SR 12.11.25.2 – Motion to approve by
7. **Approval** – 2026 Work Plan/Schedule – unanimous approval.
8. **Executive Director Updates**
 - a. Property Update

Members

Abbie Layne
President

Azsha Preble
Secretary/Treasurer

Hunter Byrnes
Ken O'Hollaren
Cody Scherer

Staff Support

Natasha Ramras
Executive Director

Dan Lloyd
Assistant City Attorney

Krista Liles
Executive Assistant

Financial Management Services

P.O. Box 1995
Vancouver, WA 98668
360-487-8437
TTY: 711
cityofvancouver.us

Microsoft Teams meeting
[Click here to join the meeting](#)

Meeting ID: 243 628 730 066 78

Or call in (audio only)

+1 347-941-5324, 917611654#

Phone Conference ID: 917 611 654#

b. Audit Update

9. **Hotel Manager Update –**

10. **Meeting Adjourned at 10:50am.**

Approved by

Abbie Layne, President

Date



Public Facilities District

SPECIAL MEETING MINUTES Friday, April 10, 2026

1:30pm, City Hall/Teams
415 W 6th Street
Vancouver, WA 98660

Board Members Present:
Layne, Scherer, Byrnes, O'Hollaren

Commissioners/Board Members Absent: Preble

Staff Present: Ramras, Lloyd, Jacobson

AGENDA

1. **Call to order** – President Layne @ 1:31PM
 - a. Roll Call – Liles
 - b. Excusal of Absence – N/A
2. **Officer Appointment** – Lloyd, DID NOT OCCUR as this was not a regular board meeting.
3. **Executive Session** – pending litigation [(RCW 42.30.110(1)(i)(iii)] Lloyd, Lighthouse Law Group
4. **Community Communication** – N/A
5. **Adjourned at 2:09pm**

Approved by

Abbie Layne, President

Date

Members

Abbie Layne
President

Azsha Preble
Secretary/Treasurer

Hunter Byrnes
Ken O'Hollaren
Cody Scherer

Staff Support

Natasha Ramras
Executive Director

Dan Lloyd
Assistant City Attorney

Krista Liles
Executive Assistant

Financial Management Services

P.O. Box 1995
Vancouver, WA 98668
360-487-8437
TTY: 711
cityofvancouver.us

Microsoft Teams meeting:
Join Meeting
Meeting ID: 212 523 519 954 4
Dial-in by phone
+1 347-941-5324
Phone Conf ID: 682 867 429#

**VANCOUVER PUBLIC FACILITIES DISTRICT
STC TRANSFERS APPROVAL**

We, the undersigned members of the Board of Directors of Vancouver Public Facilities District do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of \$2,238,658.64 this 25th day of June, 2026.

PRESIDENT

SECRETARY/TREASURER

NATASHA RAMRAS, EXECUTIVE DIRECTOR

BOARDMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 2025 – May 2026	(see attached listing)	\$2,238,658.64
	TOTAL	\$2,238,658.64

FUND: PFD**CLAIMS AND VOUCHERS DECEMBER 1, 2025 THRU MAY 31, 2026**

Date	Supplier	Amount	Description	Document ID
12/1/2025	Public Facilities District - City	203,632.24	PFD Sales Tax to DRA	JE-00036490
1/2/2026	Public Facilities District - City	188,873.87	PFD Sales Tax to DRA	JE-00036912
2/3/2026	Public Facilities District - City	183,377.17	PFD Sales Tax to DRA	JE-00037473
3/2/2026	Public Facilities District - City	217,399.44	PFD Sales Tax to DRA	JE-00037921
4/1/2026	Public Facilities District - City	179,771.31	PFD Sales Tax to DRA	JE-00038495
5/1/2026	Public Facilities District - City	174,780.54	PFD Sales Tax to DRA	JE-00038963
City PFD Sales Tax Total		1,147,834.57		
12/11/2025	Public Facilities District - County	191,291.81	County PFD Sales Tax \$ to DRA	JE-00036682
1/13/2026	Public Facilities District - County	185,592.76	County PFD Sales Tax \$ to DRA	JE-00037144
2/13/2026	Public Facilities District - County	169,781.05	County PFD Sales Tax \$ to DRA	JE-00037670
3/11/2026	Public Facilities District - County	214,916.88	County PFD Sales Tax \$ to DRA	JE-00038122
4/14/2026	Public Facilities District - County	162,650.21	County PFD Sales Tax \$ to DRA	JE-00038694
5/12/2026	Public Facilities District - County	162,945.44	County PFD Sales Tax \$ to DRA	JE-00039132
County PFD Sales Tax Total		1,087,178.15		
5/18/2026	The Columbian Publishing Co	63.77	Administrative: Classified Agendal PFD	PC-73239
5/31/2026	Disctinctive Landscape LLC	1,526.46	Building & Parking Lot Maintenance: Webber Building	SINV-99081
5/31/2026	Lighthouse Law Group	640.00	Legal Services	SINV-99632
5/31/2026	Lighthouse Law Group	1,160.00	Legal Services	SINV-99631
5/31/2026	Cosco Fire Protection	255.69	Building & Parking Lot Maintenance: Webber Building	PC-73348
Total Administratice &Webber Building Expense		3,645.92		
Voucher Total		2,238,658.64		

City of Vancouver

Public Facilities District

Budget to Actuals January - May 2026

Public Facilities District	2026 Budget	Jan - May 2026 Actuals	Actuals to Budget
Fund 401: Public Facilities District Fund (PFD)			
Revenues	\$ 3,200,331	\$ 997,000	31%
Expenditures	\$ 5,945,532	\$ 947,848	16%

PFD Detail by RC/SC	2026 Budget	Jan - May 2026 Actuals	Actuals to Budget
Fund 401: Public Facilities District Fund (PFD)			
Revenues			
313000: Sales & Use Tax	\$ 3,194,345	\$ 962,614	30%
361110: Investment Earnings	\$ 5,986	\$ 34,386	574%
Total Revenues	\$ 3,200,331	\$ 997,000	
Expenditures			
540000: Services	\$ 45,532	\$ 3,646	8%
550000: Intergovernmental Payments	\$ 5,900,000	\$ 944,202	16%
Total Expenses	\$ 5,945,532	\$ 947,848	
Net Surplus (Deficit)		\$ 49,152	

2. Retain the current Executive Director and approve a contract with Ramras Consulting
3. Conduct a separate recruitment or selection process.
4. Defer action pending further Board discussion.

FISCAL IMPACT: None identified.

ACTION REQUESTED: Consider appointment of an Executive Director of the Public Facilities District.

Suggested Motion: *“I move to appoint xxx as Executive Director of the Public Facilities District.”*

ATTACHMENTS:

Contract with Ramras Consulting Services