

Downtown Redevelopment Authority Agenda – October 19, 2023

In accordance with the Open Public Meetings Act (OPMA), the Downtown Redevelopment Authority meeting will be open to in-person attendance. Options for viewing/participating in the meeting remotely will also be accommodated as detailed below.

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MEETING AGENDA

11:00 AM

#	ITEM	PAGE #	ACTION TO BE TAKEN	
1.	Call to Order (Board President) <ul style="list-style-type: none"> • Roll Call • Excusal of absence, if needed 			Jan Robertson, Board President Krista Liles, Staff
2.	Approval of Minutes July 20, 2023	2	Approval	Jan Robertson, Board President
3.	Claims and Administrative Expenses	4	Approval	Natasha Ramras, Executive Director
4.	Review September 2023 Financials	14	Update	Natasha Ramras, Executive Director
5.	Capital Expenses	21	Approval/ Update	Natasha Ramras, Executive Director
6.	Other Business			Natasha Ramras, Executive Director
	a. Hilton Lobby Remodel	51	Update	
	b. Parking License Extension Lot 24	52	Approval	
	c. Other		Update	
7.	Asset Manager Report	61	Update	Bob Hayward, CHM Warnick
8.	Hotel Manager's Report		Update	Mike McLeod, Hotel General Manager
9.	Executive Session, if needed			Taylor Hallvik, Assistant City Attorney

Next Board Meeting: Thursday, December 21st 2023

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>.

Anyone needing language interpretation services or accommodations with a disability may contact Amanda Delapena at (360)487-6815 (Voice/TTY 487-8602). Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



DOWNTOWN REDEVELOPMENT AUTHORITY MEETING MINUTES

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

www.cityofvancouver.us

Marc Fazio • Debi Ewing • Brad Hutton • David Copenhaver • Jan Robertson • Kathleen Kee

REGULAR MEETING – 7.20.23

ITEM 1: CALL TO ORDER AND ROLL CALL

The July 20, 2023 meeting of the Downtown Redevelopment Authority was called to order at 11:02 am.

Present: Marc Fazio, Brad Hutton, Jan Robertson, Debi Ewing

Absent: Kathleen Kee, *David Copenhaver

Motion by Ewing, seconded by Fazio, to excuse Kathleen Kee for today’s meeting. Approved.

*Copenhaver was excused at the end of the meeting: **Motion** by Ewing, seconded by Fazio. Approved.

ITEM 2: APPROVAL OF MINUTES - APPROVAL

Motion by Ewing, seconded by Fazio, and carried unanimously to approve the minutes from the April 20, 2023 meeting. Approved.

ITEM 3: CLAIMS AND ADMINISTRATIVE EXPENSES- APPROVAL

Item Summary – Ramras provided overview of Claims and Vouchers for in the amounts of **\$4,646,184.60** and **\$31,823.22**, respectfully.

Motion to approve Claims and Administrative expenses as presented by Ewing, seconded by Fazio. Approved.

ITEM 4: FINANCIALS – JUNE 2023 - UPDATE

Item Summary – Ramras provided overview of financials as presented in pages 13-19.

- Member Robertson asked for clarification on timing of the quarterly approvals, and Natasha confirmed that it isn’t now, and will specify it in the future.

ITEM 5: CAPITAL EXPENSES - APPROVED

Item Summary – Ramras provided explanation of all Capital expenses as presented in the packet, beginning on page 20. This includes emergency replacement items as a ratification of approval, and remaining capital items as it relates to the remodel.

Motion to ratify Emergency Capital expenses as presented, by Hutton, seconded by Fazio. Approved.

Motion to approve Capital expenses as presented, by Ewing, seconded by Fazio. Approved.

ITEM 6A: OTHER BUSINESS – 2023 AUDIT STATUS- UPDATE

Item Summary - Ramras provided an update on the independent 2021-2022 audit by Hanford & Associates, Inc. as presented in the packet, starting on page 77.

ITEM 6B: OTHER BUSINESS – HILTON LOBBY REMODEL - UPDATE

Item Summary – Ramras provided an overview of the lobby remodel in combination with the capital expense explanations.

ITEM 7: ASSET MANAGER REPORT

Item Summary – Bob Hayward, CHM Warnick SVP, presented an update and overview of global, statewide, and local market information, as well as business updates for the Hilton Vancouver Washington, as provided in the CHM Asset Manager’s Report.

- Member Fazio asked about the impact of Ilani Casino hotel on Group business at the hotel. Bob replied that the business is not direct competition due it being a very niche market and not the same business needs as the Downtown Vancouver traveler/Group.

ITEM 8: HOTEL MANAGER REPORT

Item Summary – Hilton General Manager Mike McLeod provided hotel performance updates including current and forecasted revenue/expenses, ongoing staffing challenges, and overall improvement in customer satisfaction surveys due to the end of the construction and repair of air conditioner in fitness center. Board discussion regarding construction impact on guests and balancing work delays.

- Member Ewing asked about the circumstances and obstacles surrounding staffing issues and retention efforts. McLeod replied that it’s multi-factor and mostly due to turnover. Culinary positions continue to be a challenge in hospitality and in all industries.
- Member Fazio asked about patio business. McLeod replied that breakfast/brunch and weekend bar business is picking up, but lunch/dinner continues to be a challenge.

ITEM 9: EXECUTIVE SESSION – N/A

ADJOURNMENT - Meeting adjourned at 11:54 am.

Approved by:

Date:

Jan Robertson, President



To request other formats, please contact:

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

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

Ratification of Claims Paid by Trustee

We, the undersigned members of the Board of Directors of the Downtown Redevelopment Authority, do hereby certify that the merchandise or services hereinafter specified have been received and the vouchers listed below are hereby approved in the amounts of **\$4,137,359.53** on this 19th day of October 2023.

Approval of New Administrative Expenses

Additionally, we, the undersigned members of the Board of Directors of the Downtown Redevelopment Authority, do hereby approve for payment Administrative Expense Fund expenses in the amount of **\$115,699.12** on this 19th day of October 2023.

PRESIDENT

SECRETARY/TREASURER

Natasha Ramras, EXECUTIVE DIRECTOR

BOARDMEMBER

DOWNTOWN REDEVELOPMENT AUTHORITY

Claims Paid July - September 2023

Date	Supplier	Amount	Description	
31-Jul-2023	CHM Warnick	11,000.00	Asset Mgmt Fees and Travel Expenses, Jun-23	
31-Jul-2023	City of Vancouver	10,000.00	Administrative Services, Jul-23	
31-Jul-2023	City of Vancouver	5,089.72	Lot 24 Parking, Jul-23	
31-Jul-2023	SAO	4,483.50	FY21-22 Accountability Audit & Financial Audit, May-23	
31-Jul-2023	BLX Group LLC	1,250.00	Interim Arbitrage Rebate, Period Ending 6/26/2022; Duplicate payment, to be refunded Sep-23	
01-Jul-2023	Hilton Hotels	42,921.95	Hilton Base Management Fee (Inv# 11578-1224263), Jul-23	
10-Jul-2023		52,844.26	OPCA 2309 - AP	
17-Jul-2023		188,918.27	OPCA 2310 - AP	
18-Jul-2023		131,639.81	OPCA 2311 - Intercompany	
24-Jul-2023		71,067.97	OPCA 2312 - AP	
26-Jul-2023		167,033.83	OPCA 2313 - Sales & Use Tax True Up	
31-Jul-2023		37,915.57	OPCA 2314 - AP	
31-Jul-2023		253,210.88	OPCA 2315 - Payroll	
31-Jul-2023		258,564.35	OPCA 2316 - Payroll	
31-Jul-2023		19,517.93	OPCA 2317 - Month End True Up	
31-Aug-2023		City of Vancouver	10,000.00	Administrative Services, Aug-23
31-Aug-2023		City of Vancouver	5,089.72	Lot 24 Parking, Aug-23
31-Aug-2023	CHM Warnick	11,000.00	Asset Mgmt Fees and Travel Expenses, Jul-23	
31-Aug-2023	BLX Group LLC	1,250.00	Interim Arbitrage Rebate Report - Sales Tax & Lodging Tax, Period Ending 6/26/2023	
31-Aug-2023	BLX Group LLC	1,250.00	Interim Arbitrage Rebate Report - City Debt Service Guaranty, Period Ending 6/26/2023	
31-Aug-2023	US Bank	1,350.00	Q2 Bank Admin Fees, 4/1 - 6/30/2023	
31-Aug-2023	SAO	10,696.35	FY21-22 Accountability Audit & Financial Audit, Jun-23	
31-Aug-2023	Hanford & Associates	15,748.65	FY22 Financial Statement Audit, Jun-23	
01-Aug-2023	Hilton Hotels	42,921.95	Hilton Base Management Fee (Inv# 11578-1227230), Aug-23	
04-Aug-2023		133,384.65	OPCA 2318 - AP	
14-Aug-2023		150,039.27	OPCA 2319 - AP	
18-Aug-2023		80,210.85	OPCA 2320 - Intercompany	
21-Aug-2023		192,351.01	OPCA 2322 - AP	
28-Aug-2023		73,755.53	OPCA 2323 - AP	
28-Aug-2023		155,864.14	OPCA 2324 - Sales & Use Tax True Up	
28-Aug-2023		303,449.95	OPCA 2325 - Payroll	
31-Aug-2023		263,185.80	OPCA 2321 - Payroll	
31-Aug-2023		139,100.02	OPCA 2326 - AP	
31-Aug-2023		29,633.19	OPCA 2327 - Month End True Up	
30-Sep-2023		City of Vancouver	10,000.00	Administrative Services, Sep-23
30-Sep-2023		City of Vancouver	5,089.72	Lot 24 Parking, Sep-23
30-Sep-2023		CHM Warnick	11,665.91	Asset Mgmt Fees and Travel Expenses, Aug-23
30-Sep-2023	SAO	1,985.55	FY21-22 Accountability Audit & Financial Audit, Jul-23	
30-Sep-2023	BLX Group LLC	(1,250.00)	Interim Arbitrage Rebate, Period Ending 6/26/2022; Duplicate paid Jul-23; Refunded Sep-23	
01-Sep-2023	Hilton Hotels	42,921.95	Hilton Base Management Fee (Inv# 11578-1230258), Sep-23	
11-Sep-2023		111,967.68	OPCA 2328 - AP	
11-Sep-2023		267,205.63	OPCA 2329 - Payroll	
18-Sep-2023		123,737.87	OPCA 2330 - Intercompany	
18-Sep-2023		88,503.64	OPCA 2331 - AP	
25-Sep-2023		272,181.52	OPCA 2332 - Payroll	
25-Sep-2023		28,169.75	OPCA 2334 - AP	
26-Sep-2023		185,125.74	OPCA 2333 - Sales & Use Tax True Up	
28-Sep-2023		85,795.65	OPCA 2335 - AP	
30-Sep-2023		28,519.80	OPCA 2336 - Month End True Up	
Total		4,137,359.53		

\$ 115,699.12 Highlighted items reflect the total Administrative Expense amount on the Approval Request

FORM OF ADMINISTRATIVE EXPENSE FUND REQUISITION

ADMINISTRATIVE EXPENSE FUND (156002)

(204969002)

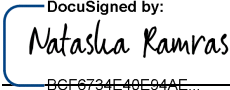
REQUEST NO. **250**

This request is being delivered to U.S. Bank National Association, as trustee (the “Trustee”) under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the “Indenture”), between the Downtown Redevelopment Authority (the “Authority”) and the Trustee pursuant to Section [6(a)] of the Cash Management and Lockbox Agreement (the “Cash Management Agreement”) among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the “Manager”). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(a)] of the Cash Management Agreement and Section 5.15 of the Indenture, you are hereby authorized and directed to disburse from the Administrative Fee Fund the amounts set forth in Exhibit A attached hereto to the persons named therein in payment of administrative expenses and fees related to the administration of Bonds and the Project, including fees and expenses of any Consultant and the expenses of the Authority. The Authority hereby certifies that (1) such amounts are for the purposes set forth in Exhibit A, (2) each such amount constitutes a proper charge against said fund, and (3) no part of any such amounts shall be applied to any item which has been previously paid from said fund. The total amount to be disbursed pursuant to this request is **\$31,823.22**

Date: June 30, 2023

DOWNTOWN REDEVELOPMENT AUTHORITY

By:  _____
BCF6734E40E94AE...

Name: Natasha Ramras

Title: Auditing Officer

Exhibit A

Supplier	Invoice #	Amount	Description of Services
CHM Warnick	14053	11,000.00	Asset Mgmt Fees and Travel Expenses - June 2023
SAO	L155196	4,483.50	FY21-22 Accountability Audit and Financial Audit - May 2023
City of Vancouver	00034827	10,000.00	Administrative Services - July 2023
City of Vancouver	00034828	5,089.72	Lot 24 Parking - July 2023
BLX Group LLC	41612-13414/072522	1,250.00	Interim Arbitrage Rebate Report - Period Ending 6/26/2022
	Total	31,823.22	

FORM OF ADMINISTRATIVE EXPENSE FUND REQUISITION

ADMINISTRATIVE EXPENSE FUND (156002)

(204969002)

REQUEST NO. **251**

This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(a)] of the Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(a)] of the Cash Management Agreement and Section 5.15 of the Indenture, you are hereby authorized and directed to disburse from the Administrative Fee Fund the amounts set forth in Exhibit A attached hereto to the persons named therein in payment of administrative expenses and fees related to the administration of Bonds and the Project, including fees and expenses of any Consultant and the expenses of the Authority. The Authority hereby certifies that (1) such amounts are for the purposes set forth in Exhibit A, (2) each such amount constitutes a proper charge against said fund, and (3) no part of any such amounts shall be applied to any item which has been previously paid from said fund. The total amount to be disbursed pursuant to this request is **\$40,636.07**

Date: July 31, 2023

DOWNTOWN REDEVELOPMENT AUTHORITY

DocuSigned by:
Natasha Ramras
By: BCE6734E40E94AE...

Name: Natasha Ramras

Title: Auditing Officer

Exhibit A

Supplier	Invoice #	Amount	Description of Services
City of Vancouver	00035489	10,000.00	Administrative Services, Aug-23
City of Vancouver	00035490	5,089.72	Lot 24 Parking, Aug-23
CHM Warnick	14166	11,000.00	Asset Mgmt Fees, Jul-23
BLX Group LLC	41612-13414/072623	1,250.00	Interim Arbitrage Rebate Report - Sales Tax & Lodging Tax, Period Ending 6/26/2023
BLX Group LLC	41612-13413/072623	1,250.00	Interim Arbitrage Rebate Report - City Debt Service Guaranty, Period Ending 6/26/2023
US Bank	6998069	1,350.00	Q2 Bank Admin Fees, 4/1 - 6/30/2023
SAO	L155764	10,696.35	FY21-22 Accountability Audit and Financial Audit, Jun-23
Total		40,636.07	

FORM OF ADMINISTRATIVE EXPENSE FUND REQUISITION

ADMINISTRATIVE EXPENSE FUND (156002)

(204969002)

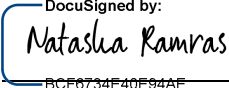
REQUEST NO. 252

This request is being delivered to U.S. Bank National Association, as trustee (the “Trustee”) under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the “Indenture”), between the Downtown Redevelopment Authority (the “Authority”) and the Trustee pursuant to Section [6(a)] of the Cash Management and Lockbox Agreement (the “Cash Management Agreement”) among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the “Manager”). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(a)] of the Cash Management Agreement and Section 5.15 of the Indenture, you are hereby authorized and directed to disburse from the Administrative Fee Fund the amounts set forth in Exhibit A attached hereto to the persons named therein in payment of administrative expenses and fees related to the administration of Bonds and the Project, including fees and expenses of any Consultant and the expenses of the Authority. The Authority hereby certifies that (1) such amounts are for the purposes set forth in Exhibit A, (2) each such amount constitutes a proper charge against said fund, and (3) no part of any such amounts shall be applied to any item which has been previously paid from said fund. The total amount to be disbursed pursuant to this request is **\$15,748.65**

Date: August 3, 2023

DOWNTOWN REDEVELOPMENT AUTHORITY

By:  _____
BCF6734E40E94AE...

Name: Natasha Ramras

Title: Auditing Officer

Exhibit A

Supplier	Invoice #	Amount	Description of Services
Hanford & Associates	1269	15,748.65	FY22 Financial Statement Audit
	Total	15,748.65	

FORM OF ADMINISTRATIVE EXPENSE FUND REQUISITION

ADMINISTRATIVE EXPENSE FUND (156002)

(204969002)

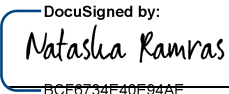
REQUEST NO. **253**

This request is being delivered to U.S. Bank National Association, as trustee (the “Trustee”) under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the “Indenture”), between the Downtown Redevelopment Authority (the “Authority”) and the Trustee pursuant to Section [6(a)] of the Cash Management and Lockbox Agreement (the “Cash Management Agreement”) among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the “Manager”). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(a)] of the Cash Management Agreement and Section 5.15 of the Indenture, you are hereby authorized and directed to disburse from the Administrative Fee Fund the amounts set forth in Exhibit A attached hereto to the persons named therein in payment of administrative expenses and fees related to the administration of Bonds and the Project, including fees and expenses of any Consultant and the expenses of the Authority. The Authority hereby certifies that (1) such amounts are for the purposes set forth in Exhibit A, (2) each such amount constitutes a proper charge against said fund, and (3) no part of any such amounts shall be applied to any item which has been previously paid from said fund. The total amount to be disbursed pursuant to this request is **\$28,741.18**

Date: August 31, 2023

DOWNTOWN REDEVELOPMENT AUTHORITY

By:  _____
BCF8734E40E94AE...

Name: Natasha Ramras

Title: Auditing Officer

Downtown Redevelopment Authority

Narrative Overview of September 2023

Financial Statements

STATEMENT OF NET POSITION

- The DRA's net position has increased by approximately \$3.6 million from year end 2022. This is due in large part to the following:
 - Total assets increased by \$273k largely due to cash outlay to pay for the January 1st and July 1st bond payments, and the PFD loan payment.
 - Total liabilities have decreased by \$3.42 million from year end reflecting a \$2.35 million reduction in bond principal, and \$2.57 million reduction in the PFD principal.
- As of September 30th, overall debt to the Clark County PFD totals \$1.85 million, representing a decrease of \$1.12 million from year end 2022.

STATEMENT OF REVENUES EXPENSES AND CHANGES IN NET POSITION

- Operations in September resulted in operating income of \$1.99 million; a decrease over the budgeted Operating Income of \$489k.
 - Depreciation, an Operating Expense which has no effect on cash, totaled \$1.095 million in September 2023.
- Year-over-year investment earnings are up \$372k. This increase is attributed to higher cash balances earning interest at increasing rates.

STATEMENT OF CASH FLOWS

- Overall cash reflects a decrease of \$637k compared to year-end 2022.
 - Notable sources of cash for the year included \$15.3 million from operating activities and \$4.5 million in tax receipts from the City and County PFD.
 - Notable uses of cash included \$11.1 million for goods and services related to operating activities and debt service payments of \$5.5 million.

TAX REVENUE COLLECTIONS

- Through September 2023, tax revenue collections are at 157.6% of the Tax Cap compared to 150.2% for the prior year.
- All tax revenues received from Jun-23 forward will be applied toward the outstanding balance on the County PFD Loan.
- As of September 2023, overall tax collections are up \$320k compared to September 2022. Receipts of City Lodging Tax, City PFD STC and County PTD STC are up 22.3%, 4.1%, and 1.4%, respectively.

FLOW OF FUNDS

- On October 1st, \$725k of cash was transferred from the Lockbox Fund to the Project Revenue Bond. These transfers resulted from cash flows in excess of operating expenses during the month of September.
- As of September 30th, the DRA had \$3.12 million reserved in the Project Revenue Debt Service Fund.
 - The September 30 balance is sufficient to fully fund the principal + interest payment totaling \$1.86 million, due January 1, 2024.
- As of September 30th, the DRA had \$2.6 million reserved in the Tax Revenue Debt Service Fund.
 - The September 30 balance is sufficient to fully fund the principal + interest payment totaling \$1.67 million, due January 1, 2024.

Vancouver Downtown Redevelopment Authority - Condensed Report on Financial Activity through September 2023

	Year to Date		Actual \$ Change		Actual % Change		Budget through		Actual-Budget		Actual as % of Annual	
	September 2023 Actual	September 2022 Actual	(2022-2023)	(2022-2023)	September 2023	Comparison	2023 Annual Budget	Budget				
Revenue & Expense												
Total Operating Revenue	\$ 14,672,864	\$ 14,426,277	\$ 246,587	1.7%	\$ 15,580,311	\$ (907,447)	\$ 23,612,477	62.1%				
Total Operating Expense	(12,679,069)	(12,002,437)	(676,632)	5.6%	(13,097,876)	418,807	(18,474,079)	68.6%				
Net Operating Income	1,993,795	2,423,840	(430,045)	-17.7%	2,482,435	(488,640)	5,138,398	38.8%				
Non-Operating/Special/Prior Period Adj (*)	1,650,440	862,471	787,969	91.4%	352,063	1,298,377	4,224,756	39.1%				
Change in Net Position	\$ 3,644,235	\$ 3,286,311	\$ 357,924	10.9%	\$ 2,834,498	\$ 809,737	\$ 9,363,154	38.9%				
Depreciation (In Operating Expense)	\$ 1,095,494	\$ 1,630,745	\$ (535,251)	-32.8%	\$ 1,725,000	\$ (629,506)	\$ 2,300,000	47.6%				

(*)

Refers to items not directly associated with operations. These items include interest earned, city tax collections, excise tax payments and interest accrued.

Items are listed separately under "Non-operating revenues/expenses and special items in the DRA's operating statement."

	Year to Date		Actual \$ Change	
	September 2023 Actual	September 2022 Actual	(2022-2023)	Actual % Change
Dedicated Taxes				
City Lodging Tax (2%)	\$ 1,270,119	\$ 1,038,779	\$ 231,340	22.3%
City Sales Tax Credit	1,735,433	1,667,662	67,771	4.1%
County Sales Tax Credit	1,448,587	1,427,974	20,613	1.4%
Total Tax Revenue	\$ 4,454,139	\$ 4,134,415	\$ 319,724	7.7%
Annual Tax Revenue Cap	\$ 2,826,000	\$ 2,753,000	\$ 73,000	2.7%
% of Cap	157.6%	150.2%		

	Year to Date	
	September 2023 Actual	2023 Budgeted
Capital Project Expenses	\$ 2,290,172	\$ 2,392,428

	Year to Date		Cash Balances after Flow of Funds	September 2022 Actual	Actual \$ Change (2022-2023)	Actual % Change (2022-2023)	Required Amounts (12/31/2023)	Amounts (12/31/2023)
	September 2023 Actual	Flow of Funds 10/1/2023						
Cash Balance Reconciliation								
Operating Petty Cash	\$ 56,105	\$ -	\$ 56,105	\$ 47,008	9,098	19.4%	\$ -	NA
Lockbox/Available Revenue Fund	1,333,074	(790,152)	542,922	500,000	42,922	8.6%	500,000	108.6%
Taxes & Insurance Fund	53,167	40,000	93,167	58,477	34,690	59.3%	150,000	62.1%
Administrative Expense Fund	101,250	24,840	126,090	161,085	(34,995)	-21.7%	100,000	126.1%
Project Revenue Debt Service Fund	3,116,882	725,313	3,842,195	4,077,182	(234,987)	-5.8%	1,859,306	206.6%
Tax Revenue Debt Service Fund	2,613,575	-	2,613,575	2,507,075	106,500	4.2%	1,667,425	156.7%
Primary R & R Fund	-	-	-	847,693	(847,693)	-100.0%	-	N/A
Contingency Fund	1,439,641	-	1,439,641	1,546,563	(106,922)	-6.9%	-	N/A
Management Fee Fund	-	-	-	30	(30)	-100.0%	-	N/A
Subordinate R & R Fund	-	-	-	393,897	(393,897)	-100.0%	-	N/A
Cash Trap Fund	2,500,000	-	2,500,000	2,319,360	180,640	7.8%	-	N/A
Authority Reserve Fund - Excess	3,330,593	-	3,330,593	2,284,633	1,045,960	45.8%	-	N/A
Authority Reserve Fund - Restricted	500,000	-	500,000	500,000	-	0.0%	-	N/A
Total Escrow Fund Cash Balances	\$ 15,044,289	\$ 15,044,288	\$ 15,243,002	\$ (198,714)	-1.3%	\$ 4,276,731		
County PFD Fund - Loan Balance	(1,849,824)			(3,959,571)	2,109,747	-53.3%		

Comments

- On October 1, the DRA transferred \$725k of excess cash to the Project Revenue Debt Service Fund. This transfer resulted from better than expected cash inflows during the month of September.
- As of October 1, the DRA's Project Revenue and Tax Revenue Debt Service Funds have sufficient cash to pay the January 1, 2024 debt service payments (principal + interest). Before depreciation, the DRA has realized an increase of Net Position totaling \$4.74 million which is \$180k more than the cumulative budgeted increase in Net Position of \$4.56 million. *Depreciation has no effect on cash in the current period*
- The DRA met the annual tax cap in Jun-23. All tax revenues received after the tax cap is met will be applied to the outstanding debt balance on the County PFD Loan (\$1.63 million cumulative as of Sep-23).

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

Statement of Net Position

Substantially all Disclosures Required by GAAP are omitted.

As of September 30, 2023 and December 31, 2022

	9/30/2023	Audited 12/31/2022	Change from Prior Year-End	% Change
ASSETS				
Current assets				
Cash and cash equivalents	92,439	91,217	1,222	1.3%
Restricted cash with fiscal/escrow agent	15,044,289	15,683,146	(638,857)	(4.1%)
Receivables (net)				
Taxes	1,423,424	1,423,424	(0)	(0.0%)
Accounts	1,198,075	1,386,951	(188,876)	(13.6%)
Interest	59,447	48,235	11,212	23.2%
Inventory	54,949	43,407	11,542	26.6%
Prepaid expenses	158,024	272,182	(114,158)	(41.9%)
Total current assets	18,030,647	18,948,562	(917,915)	(4.8%)
Noncurrent assets				
Capital assets				
Buildings and equipment	62,051,309	59,764,071	2,287,238	3.8%
Accumulated depreciation	(30,192,825)	(29,097,331)	(1,095,494)	3.8%
Total noncurrent assets	31,858,484	30,666,740	1,191,744	3.9%
TOTAL ASSETS	49,889,131	49,615,302	273,829	0.6%
DEFERRED OUTFLOWS OF RESOURCES				
Unamortized deferred amount on refunding	712,808	764,965	(52,157)	(6.8%)
LIABILITIES				
Current liabilities				
Accounts payable	193,990	80,059	113,931	142.3%
Accrued interest payable	500,866	1,060,606	(559,740)	(52.8%)
Accrued liabilities	1,399,791	1,231,359	168,432	13.7%
Subordinate fee amortization	-	53,096	(53,096)	(100.0%)
Unearned revenue	1,146,297	742,623	403,674	54.4%
Bonds, notes and leases payable	2,525,000	2,384,304	140,696	5.9%
Total current liabilities	5,765,944	5,552,857	213,897	3.9%
Noncurrent liabilities				
Bonds, notes and leases payable from restricted assets	45,024,383	47,542,057	(2,517,674)	(5.3%)
Due to other governments	2,366,417	3,484,420	(1,118,003)	(32.1%)
Total noncurrent liabilities	47,390,800	51,026,477	(3,635,677)	(0.3%)
TOTAL LIABILITIES	53,156,744	56,579,334	(3,421,779)	(6.0%)
NET POSITION				
Net investment in capital assets	(14,978,091)	(18,494,656)	3,516,565	(19.0%)
Restricted for capital purposes	-	945,428	(945,428)	(100.0%)
Restricted for debt service	5,730,457	6,945,345	(1,214,888)	(17.5%)
Unrestricted	6,692,829	4,404,816	2,288,013	51.9%
TOTAL NET POSITION	(2,554,805)	(6,199,067)	3,644,262	(58.8%)

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

Statement of Revenues Expenses and Changes in Net Position

Substantially all Disclosures Required by GAAP are omitted.

For the months ended September 30, 2023 and 2022

	Actuals				Budget		
	Nine months ending September 30, 2023	Nine months ending September 30, 2022	\$ Change	% Change	YTD Budget	Variance to Budget Favorable/ (Unfavorable)	%
OPERATING REVENUES							
Charges for services	14,672,864	14,426,277	246,587	1.7%	15,580,311	(907,447)	-5.8%
Miscellaneous	-	-	-		-	-	
Total operating revenues	14,672,864	14,426,277	246,587	1.7%	15,580,311	(907,447)	-5.8%
OPERATING EXPENSES							
Supplies and contractual services	11,583,575	10,371,693	1,211,882	11.7%	11,372,876	(210,699)	-1.9%
Depreciation	1,095,494	1,630,745	(535,251)	-32.8%	1,725,000	629,506	36.5%
Total operating expenses	12,679,069	12,002,437	676,632	5.6%	13,097,876	418,807	3.2%
Operating income (loss)	1,993,795	2,423,840	(430,045)		2,482,435	(488,640)	19.7%
NONOPERATING REVENUES (EXPENSES)							
Interest earnings	451,794	79,948	371,846	465.1%	33,750	418,044	1238.6%
Intergovernmental contributions	3,005,552	2,706,441	299,111	11.1%	2,119,500	886,052	41.8%
Excise Tax	(220,527)	(202,808)	(17,719)	8.7%	(200,294)	(20,233)	10.1%
Interest and fiscal charges	(1,640,285)	(1,801,970)	161,685	9.0%	(1,681,754)	41,469	-2.5%
Total nonoperating revenues (expenses)	1,596,534	781,611	814,923	-104.3%	271,203	1,325,331	-488.7%
SPECIAL ITEMS							
Gain on extinguishment of Debt	53,906	80,860	(26,954)		80,860	(26,954)	
Claims Settlement	-	-	-		-	-	
Total special items	53,906	80,860	(26,954)		80,860	(26,954)	
Change in net position	3,644,235	3,286,310	357,925	-10.9%	2,834,497	809,738	-28.6%
TOTAL NET ASSETS - BEGINNING	(6,199,041)	(11,542,837)	5,343,796	46.3%			
Prior Period Adjustment		-	-				
TOTAL NET ASSETS - ENDING	(2,554,806)	(8,256,527)	5,701,721	69.1%			

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

STATEMENT OF CASH FLOWS

For the month ended September 30, 2023

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from operating activities	\$ 15,265,414
Cash payments for goods and services	(11,198,569)
Net cash provided (used) by operating activities	4,066,845
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Receipts from other governments	4,454,139
Payments to other governments	(1,848,666)
Net cash provided (used) by noncapital financing activities	2,605,473
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Principal paid on capital debt	(3,400,960)
Interest paid on capital debt	(2,062,338)
Purchase of capital assets	(2,287,238)
Net cash provided (used) by capital and related financing activities	(7,750,535)
CASH FLOWS FROM INVESTING ACTIVITIES	
Receipt of interest	440,582
Net cash provided (used) by investing activities	440,582
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(637,635)
CASH AND CASH EQUIVALENTS - BEGINNING	15,774,363
CASH AND CASH EQUIVALENTS - ENDING	\$ 15,136,728
Reconciliation of operating income (loss) to net cash used by operating activities:	
Net operating income (loss)	\$ 1,993,795
Adjustments to reconcile net operating income (loss) to net cash provided by operations:	
Depreciation expense	1,095,494
(Increase) Decrease in receivables	188,901
(Increase) Decrease in inventories	(11,542)
(Increase) Decrease in prepaid items	114,158
Increase (Decrease) in current payables	282,364
Increase (Decrease) in unearned revenue	403,674
Total adjustments	2,073,048
Net cash provided (used) by operating activities	\$ 4,066,843

**Flow of Funds and Operating Cash Pursuant to Trust Indenture
Financial Statement Period September 2023**

	Account name	Beginning Balances (9/1/2023)	Ending Balances (9/30/2023)	October 1st, flow of funds deposits, use of Cash Trap, and management fee payment	Cash balances after monthly flow of funds	Amounts Required 7/1 through 12/31/2023	Excess / (Deficit) through 12/31/2023	Requirement Description
1	Operating Petty Cash Account	449,598	56,105	-	56,105	-	56,105	Remaining balance intended to cover automatically deducted banking/merchant charges.
2	Available Revenue Account & Lockbox Account	1,267,698	1,333,074	(790,152)	542,922	500,000	42,922	<u>includes Hilton management fee of \$42,921.95 which is withdrawn the 1st of every month separately.</u>
3	Taxes and Insurance Fund	43,167	53,167	40,000	93,167	150,000	(56,833)	Cash to be moved as needed to meet estimated renewals due in October and December for Public Officials and Casualty & Crime, respectively.
4	Administrative Expense Fund	84,251	101,250	24,840	126,090	100,000	26,090	Amounts required represent known and budgeted Administrative Expenses remaining (not yet paid) for six month period. Current balance will be applied to future administrative expenses.
5	Project Revenue Debt Service Fund	2,446,597	3,116,882	725,313	3,842,195	1,859,306	1,982,889	Amounts required represent debt service payments scheduled for January 1, 2024 (principal + interest).
6	Tax Revenue Debt Service Fund	2,613,575	2,613,575	-	2,613,575	1,667,425	946,150	Amounts required represent debt service payments scheduled for January 1, 2024 (principal + interest).
7	Renewal and Replacement Fund	-	-	-	-	-	-	Monthly calculation of 4% of gross operating revenues. Funds flow annual only to the extent that there is combined excess of Funds in #5 and #6 above. Funds are transferred from Contingency as needed.
8	Contingency Fund	1,534,605	1,439,641	-	1,439,641	-	1,439,641	Amounts flow annually into this Fund, up to the requirement only and only to the extent there is excess available beyond the requirements of Funds #5 through #7, above. Once requirement is met amounts flow below this point.
9	Management Fee Fund	-	-	-	-	-	-	Beginning in calendar year 2016, pursuant to the Amended and Restated Project Operating agreement, the subordinate component of the management fee becomes due on the first of every month.
10	Subordinate Renewal and Replacement Fund	-	-	-	-	-	-	Monthly calculation of 1% of gross operating revenues. Funds flow annual to satisfy the deficit calculation only and only to the extent that there is combined excess in Funds described in #5 through #9, above. Once the requirement is met amounts flow below this point. Funds are transferred from Contingency as needed.
11	Cash Trap Fund	2,500,000	2,500,000	-	2,500,000	-	-	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #10, above. Once the requirement is met amounts flow below this point.
12	Authority Revenue Fund	3,330,593	3,330,593	-	3,330,593	-	-	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #11, above. Once the requirement is met amounts flow below this point.
13a	Authority Revenue Fund - RESTRICTED	500,000	500,000	-	500,000	-	-	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #12, above. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement.
	Totals	14,770,084	15,044,289	-	15,044,288		4,436,964	
13b	County PFD Fund	-	-	-	-	-	-	Funds flow annual only to the extent that there is combined excess in Funds described in #5 through #12, above. Amounts in the Excess Revenue Fund in each calendar year shall be applied as follows: (i) 50% of such amounts shall be deposited in the Authority Reserve Fund; and (ii) 50% of such amounts shall be paid by the Trustee to the County PFD in accordance with the County Interlocal Agreement.
	County PFD Loan, Outstanding Principal Balance	(2,242,789)	(1,849,824)	-	(1,849,824)			Represents the outstanding loan balance owed to the Clark County PFD as of month end.

Notes to Accompany Bank Balances

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

**HILTON VANCOUVER WASHINGTON
CAPITAL PROJECT SUMMARY - AUGUST**

PREPARED BY: **Krista Liles**

DATE: **AUGUST**

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Hilton (Video Only)	Lobby TV Purchase - CORRECTED AMOUNT	Capital	\$ 2,293.55	6/9/2023	4966848	60520235-B		Lobby Remodel
	Lobby TV Purchase - Payment VOID (incorrect pricing on item - approved in July)		\$ (2,933.81)			60520235		
Construction Services Group	Construction Services	Lobby Remodel	\$ 134,436.61	6/30/2023	Est. #9	70120231	221072	Lobby Remodel
Terracon	Construction Services	Lobby	\$ 1,156.00	7/10/2023	TJ64532	80120231	221072	Lobby Remodel
Insight	Ethernet Installation for connecting Rooms	Connecting Rooms	\$ 37,020.99	7/7/2023	925420593	801202302		Capital
Total			\$ 174,907.15					

Notes:

- The TV purchase amount was originally submitted for Board approval at the wrong amount of 2,933.81. That amount was credited in total, so the new purchase amount of \$2,293.55 is reflected here.

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 060120235-B**


This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$2,293.55**.

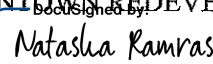
The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 08/01/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY

By: 
Name: Natasha Ramras
Title: Auditing Officer

HILTON VANCOUVER WASHINGTON	
2023 CAPITAL PROJECTS	
PREPARED BY: Krista Liles	DATE: August 1, 2023

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Hilton (Video Only)	Lobby TV Purchase	Capital	\$ 2,293.55	6/9/2023	4966848	60520235-B		Lobby Remodel
Total			\$ 2,293.55					



Memo

To: Natasha Ramras
From: Robert Hayward
Date: June 5, 2023
Tel: (602) 386-3402
Subject: Hilton Vancouver Washington – Capital Project Approval

Hilton has requested approval to move forward with the following capital projects.

75” Samsung Frame TV - \$2,933.81

As a result of a design/equipment change, Hilton is requesting approval to procure a 75” Samsung Frame TV for the lobby (see the attached memo).

The estimated cost of the project is \$2,933.81. The project was not included in the approved 2023 capital plan; the expenditure will be funded by savings from other 2023 capital budget items. CHMWarnick recommends that the DRA Board approve this project.



Date: June 5, 2023

To: Bob Hayward
CHMWarnick

From: Mike McLeod
Hilton Vancouver Washington

Subject: **Capital Request**
75" Samsung Frame TV
Amount of this Request: \$2,933.81

The original lobby renovation design had a TV Wall (4 TV's) that could display art, news, area information, etc. It was determined that a TV Wall may be too difficult to operate and a 75" Samsung Frame, a TV made for this type of use would be more practical and cost effective.

Funding for this request will be covered by the hotel Capital Budget although it was not part of the original Capital Budget. The quote is based on the Samsung website pricing that is consistent with in-store pricing.

(2) Time Clocks w/biometric verification	\$2,699.00
8.7% Sales Tax	\$234.81
Total	\$2,933.81

Please let me know if you have any questions.

4966848

VIDEO ONLY

SALES INVOICE

OSLANTZEN BEACH
 1500 W HAYDEN ISLAND DRIVE
 PORTLAND, OR 97211
 (503) 883-3400

R REGULAR SALE
 05-03-23 11:30
 0958
 WARD BELLEFUE

2012-448321
 Register #2312
 Cashier #0958

SOLD TO:

00001
 MIKE MCLEOD
 223 PHOENIX WAY
 VANCOUVER, WA
 (360) 335-5588

98660

DELIVER TO:

MIKE MCLEOD
 223 PHOENIX WAY
 VANCOUVER, WA
 (360) 335-5588

98660

Salesperson	Qty.	Make	Model	Description	Unit Price	Total Price
0958	1	SUN	DN75L5030	240 CD OF BOX	2079.99	2079.99
0958	1	SUN	SUNF2014	SCREEN CLEAN	9.99	9.99

30 DAY REFUND POLICY


1. If for any reason you are unhappy with the equipment you purchase from VIDEO ONLY, you may return it for FULL REFUND or exchange within 30 days of purchase/delivery. Units must be factory sealed.
2. "Opened-box" units may be returned for exchange credit only, providing they are in "as-new" condition with all original packing and accessories.
3. A no-charge exchange on units with manufacturer's defects may be made within 30 days, providing the units are in "as-new" condition with all original packing and accessories. Exchange units are then eligible for exchange or exchange credit only.
4. To qualify for the above privileges, you must present your original VIDEO ONLY Sales Invoice!
5. Units with damage other than manufacturer's defects or units without original packing and accessories are not eligible for return or exchange.

Thank You For Shopping At

VIDEO ONLY

Please do not accept this invoice if the above listed goods are incomplete or incorrect.

I agree the above items are correct:



CUSTOMER SIGNATURE

Keep this invoice. It is necessary for warranty and return privileges.

Subtotal	2109.98
Tax (07/0%)	0.00
Total Due	2109.98
Amount Recvd	2109.98
Change	0.00

AMERICAN EXPRESS 2109.98
 1004 AM
 Exp 11/25 App

4966848

VIDEO ONLY 201
 12365 N STARLIGHT AVE
 PORTLAND, OR. 97217-8107
 503-283-3400



SALES INVOICE

SALE

0201 JANTZEN BEACH
 1900 N HAYDEN ISLAND DRIVE
 PORTLAND, OR 97211
 (503) 283-3400

R REGULAR SALE 2012-440121
 06-09-22 11:35 Register #2012
 0958 Cashier #0958
 MARE BELLEQUE

REF#: 00000002

Batch #: 485
 06/09/23 11:36:29

APPR CODE: 822648

Trace: 2

AMEX Chip
 *****1004 **/**

AMOUNT \$2,109.98

DELIVER TO:

MINE MCLEOD
 223 PHOENIX WAY
 VANCOUVER, WA 98668
 (360) 335-5500

APPROVED

AMERICAN EXPRESS
 AID: A000000025010801
 TVR: 00 00 00 80 00
 TSI: E8 00

THANK YOU

CUSTOMER COPY

Model	Description	Unit Price	Total Price
0N7EL3003	249 CD MP BOX	2099.99	2099.99
SURF2014	SCREEN CLEAN	9.99	9.99

30 DAY REFUND POLICY

1. If for any reason you are unhappy with the equipment you purchase from VIDEO ONLY, you may return it for FULL REFUND or exchange within 30 days of purchase/delivery. Units must be factory sealed.
2. "Opened-box" units may be returned for exchange credit only, providing they are in "as-new" condition with all original packing and accessories.
3. A no-charge exchange on units with manufacturer's defects may be made within 30 days, providing the units are in "as-new" condition with all original packing and accessories. Exchange units are then eligible for exchange or exchange credit only.
4. To qualify for the above privileges, you must present your original VIDEO ONLY Sales Invoice!
5. Units with damage other than manufacturer's defects or units without original packing and accessories are not eligible for return or exchange.

Thank You For Shopping At



Please do not accept this invoice if the above listed goods are incomplete or incorrect.

I agree the above items are correct:

X CUSTOMER SIGNATURE

Keep this invoice. It is necessary for warranty and return privileges.

Subtotal 2109.98
 Tax (97/0%) 0.00
 Total Due 2109.98
 Amount Recvd 2109.98
 Change 0.00

AMERICAN EXPRESS 2109.98
 1004 AM
 Exp 11/26 App

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 060120235

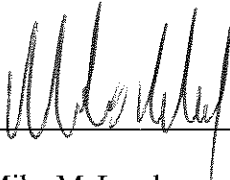
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is \$ 2,933.81

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: July 14, 2023

HILTON MANAGEMENT, LLC, as Manager

By:  _____

Name: Mike McLeod

Title: General Manager

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 070120231

This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is \$ 134,436.61

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: July 19, 2023

HILTON MANAGEMENT, LLC, as Manager

By:  _____

Name: Mike McLeod

Title: General Manager

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 080120231

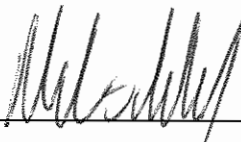
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is **\$ 515.74**

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: August 1, 2023

HILTON MANAGEMENT, LLC, as Manager

By:  _____

Name: Mike McLeod _____

Title: General Manager _____

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 0801202302

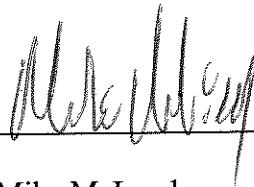
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is **\$ 37,020.99**

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: August 24, 2023

HILTON MANAGEMENT, LLC, as Manager

By:  _____

Name: Mike McLeod _____

Title: General Manager _____

DOWNTOWN REDEVELOPMENT AUTHORITY

Renewal & Replacement Requisitions, July - August 2023

Date	Supplier	Amount	Description
14-Jul-2023	<i>Hilton</i>	2,933.81	Lobby TV Purchase - Video Only, via Pcard
19-Jul-2023	Construction Services Group	134,436.61	Construction Services, Lobby Remodel, Est #9
01-Aug-2023	<i>Hilton</i>	(2,933.81)	Payment Void: Lobby TV Purchase - Video Only, via Pcard
01-Aug-2023	<i>Hilton</i>	2,293.55	Corrected Amount: Lobby TV Purchase - Video Only, via Pcard
01-Aug-2023	Terracon	1,156.00	Construction Services, Lobby Remodel
24-Aug-2023	Insight	37,020.99	Ethernet Installation for Connecting Rooms
Total		174,907.15	

Contingency Fund Transfers, July - August 2023

Date	Supplier	Amount	Description
14-Jul-2023	<i>Hilton</i>	2,933.81	Lobby TV Purchase - Video Only, via Pcard
19-Jul-2023	Construction Services Group	134,436.61	Construction Services, Lobby Remodel, Est #9
01-Aug-2023	Terracon	515.74	Funding Balance from Hilton Overage: Construction Services, Lobby Remodel
24-Aug-2023	Insight	37,020.99	Ethernet Installation for Connecting Rooms
Total		174,907.15	

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 060120235-B**


This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$2,293.55**.

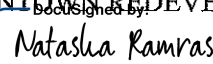
The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 08/01/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY

By: 
Name: Natasha Ramras
Title: Auditing Officer

HILTON VANCOUVER WASHINGTON	
2023 CAPITAL PROJECTS	
PREPARED BY: Krista Liles	DATE: August 1, 2023

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Hilton (Video Only)	Lobby TV Purchase	Capital	\$ 2,293.55	6/9/2023	4966848	60520235-B		Lobby Remodel
Total			\$ 2,293.55					

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

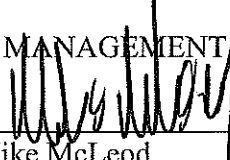
**RENEWAL & REPLACEMENT FUND
REQUEST NO. 070120231**


This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$134,436.61**

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 7/19/2023

HILTON MANAGEMENT LLC, as Manager
By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY
By: 
Name: Natasha Ramras
Title: Auditing Officer

Estimate Number: 9


Project: Lobby Tenant Improvements for Hilton Vancouver Washington

Labor and Materials as of: 6/30/2023
 Bid Number: DRA22-1

Original Bid Amount:	\$ 1,897,870.07	Revised Contract Amount:	\$ 2,200,690.51
Original Completion Date:	160 Working Days	Estimated Completion:	96%
Revised Completion Date:			

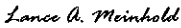
	Previous to Date	This Estimate	To Date
Subtotal	\$ 1,092,110.48	\$ 129,639.93	\$ 1,221,750.41
Sales Tax 8.7%	\$ 164,368.60	\$ 11,278.67	\$ 175,647.27
Total Amount Earned	\$ 2,066,479.08	\$ 140,918.60	\$ 2,207,397.68
Less Retainage	\$ 95,105.52	\$ 6,482.00	\$ 101,587.52
Total Amount Due	\$ 1,971,373.56	\$ 134,436.61	\$ 2,105,810.16


I, having examined the attached estimate, certify that it is true and correct, that the work was actually performed and material furnished as therein charged in accordance with the contract, and that the same or any part therein has not been paid. The prevailing rate of wages has been paid to all workmen, laborers, and mechanics employed by myself and all subcontractors in the performance of this contract in accordance with the provision of Chapter 39.12 RCW.

DocuSigned by:

 Contractor
 Construction Services Group LLC President
 For
 7/12/2023
 Date

Construction Services Group
 5706 NE 112th Avenue
 Vancouver WA 98682

I certify the attached to be based upon the actual measurements, and to be true and correct.

DocuSigned by:

 Project Architect
 7/13/2023
 Date

DocuSigned by:

 Project Manager
 7/17/2023
 Date

Subs	
Skyline	Dan's Top Notch
Accurate	Cosco Fire
Harlens	
Roedel	
Market	

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 080120231**

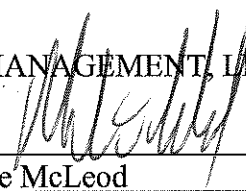
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$1,156.00**.

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 08/01/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY


DocuSigned by:
Natasha Ramras
By: 
Name: Natasha Ramras
Title: Auditing Officer

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 0801202302**


This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$37,020.99**.

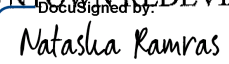
The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 08/24/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY

By: 
Name: Natasha Ramras
Title: Auditing Officer

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 080120233

This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is **\$ 24,618.02**

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: September 6, 2023

HILTON MANAGEMENT, LLC, as Manager

By: 

Name: Mike McLeod

Title: General Manager

CONTINGENCY FUND REQUISITION
(FROM CONTINGENCY FUND TO R&R FUND)

CONTINGENCY FUND (156007)
(204969007)

RENEWAL & REPLACEMENT FUND
(204969006)

REQUEST NO. 090120232

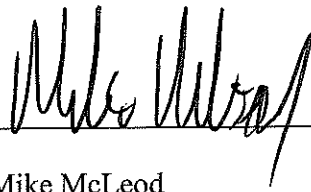
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(c)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, LLC (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture, you are hereby authorized and directed to disburse from the Contingency Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Contingency Fund under Section [6(c)] of the Cash Management Agreement and Section 5.10 of the Indenture. The total amount to be disbursed pursuant to this request is \$ 70,345.71

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Contingency Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Contingency Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: September 14, 2023

HILTON MANAGEMENT, LLC, as Manager

By: 

Name: Mike McLeod

Title: General Manager

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 080120233**

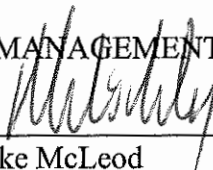
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$24,618.02**.

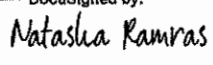
The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 09/06/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY

By: 
Name: Natasha Ramras
Title: Auditing Officer

Estimate Number: 10

Project: Lobby Tenant Improvements for Hilton Vancouver Washington

Labor and Materials as of: 7/31/2023
Bid Number: DRA22-1

Original Bid Amount:	\$ 1,897,870.07	Revised Contract Amount:	\$ 2,246,027.67
Original Completion Date:	160 Working Days	Estimated Completion:	95%
Revised Completion Date:			

	Previous to Date	This Estimate	To Date
Subtotal	\$ 2,031,750.41	\$ 23,739.65	\$ 2,055,490.06
Sales Tax 8.7%	\$ 175,647.27	\$ 2,065.35	\$ 177,712.62
Total Amount Earned	\$ 2,207,397.68	\$ 25,805.00	\$ 2,233,202.68
Less Retainage	\$ 101,587.52	\$ 1,186.98	\$ 102,774.50
Total Amount Due	\$ 2,105,810.16	\$ 24,618.02	\$ 2,130,428.18

I, having examined the attached estimate, certify that it is true and correct, that the work was actually performed and material furnished as therein charged in accordance with the contract, and that the same or any part therein has not been paid. The prevailing rate of wages has been paid to all workmen, laborers, and mechanics employed by myself and all subcontractors in the performance of this contract in accordance with the provision of Chapter 39.12 RCW.

DocuSigned by:
Michael Sage
Contractor

Construction Services Group LLC President

For
9/5/2023

Date

Construction Services Group
5706 NE 112th Avenue
Vancouver WA 98682

I certify the attached to be based upon the actual measurements, and to be true and correct.

DocuSigned by:
Gloff Grummon-Beale
Project Architect

9/5/2023

Date

DocuSigned by:
Natasha Ramras
Project Manager

9/5/2023

Date

Subs	
Skyline	Dan's Top Notch
Accurate	Cosco Fire
Harlens	
Roedel	
Market	

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 090120232**

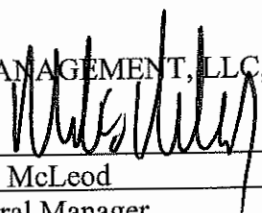
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$70,345.71**.

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 09/14/2023

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY

By: Carrie Lewellen for
Name: Natasha Ramras
Title: Auditing Officer

Estimate Number: 11

Project: Lobby Tenant Improvements for Hilton Vancouver Washington

Labor and Materials as of: 8/31/2023
 Bid Number: DRA22-1

Original Bid Amount:	\$ 1,897,870.07	Revised Contract Amount:	\$ 2,246,027.67
Original Completion Date:	160 Working Days	Estimated Completion:	98%
Revised Completion Date:			

	Previous to Date	This Estimate	To Date
Subtotal	\$ 2,055,490.06	\$ 67,835.79	\$ 2,123,325.85
Sales Tax 8.7%	\$ 177,712.62	\$ 5,901.71	\$ 183,614.33
Total Amount Earned	\$ 2,233,202.68	\$ 73,737.50	\$ 2,306,940.18
Less Retainage	\$ 102,774.50	\$ 3,391.79	\$ 106,166.29
Total Amount Due	\$ 2,130,428.18	\$ 70,345.71	\$ 2,200,773.89

I, having examined the attached estimate, certify that it is true and correct, that the work was actually performed and material furnished as therein charged in accordance with the contract, and that the same or any part therein has not been paid. The prevailing rate of wages has been paid to all workmen, laborers, and mechanics employed by myself and all subcontractors in the performance of this contract in accordance with the provision of Chapter 39.12 RCW.

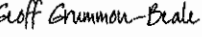
DocuSigned by:

 Contractor

Construction Services Group
 5706 NE 112th Avenue
 Vancouver WA 98682

Construction Services Group LLC President
 For
 9/8/2023
 Date

I certify the attached to be based upon the actual measurements, and to be true and correct.

DocuSigned by:

 Project Architect

DocuSigned by:

 Project Manager

9/8/2023
 Date

9/11/2023
 Date

Subs	
Skyline	Dan's Top Notch
Accurate	Cosco Fire
Harlens	
Roedel	
Market	

LOBBY REMODEL PROJECT

10/13/2023

	Projected Costs	Contracted Amount	COR Totals Approved	Paid	Remaining
Livermore	\$ 125,048	\$ 125,048		\$ (80,231)	\$ 44,817
CSG	\$ 2,248,961	\$ 1,897,870	\$ 348,158	\$ (2,129,864)	\$ 119,096
Terracon	\$ 5,000	\$ 5,000		\$ (2,296)	\$ 2,704
Lusive	\$ 88,000	\$ 88,067		\$ (88,067)	\$ (0)
FF&E (Source)	\$ 275,000	\$ 378,000		\$ (266,134)	\$ 8,866
Contingency 10%	\$ -	\$ -			\$ -
Total Project	\$ 2,742,008	\$ 2,587,240	\$ 348,158	\$ (2,566,592)	\$ 175,482
<i>2022 expense (included in the above)</i>				\$ (375,689)	

	<u>2022</u>	<u>2023</u>	<u>Total: Project</u>
Budget	\$ 375,689	\$ 2,392,428	\$ 2,768,117
Estimated w/unpaid Livermore	\$ 375,689	\$ 2,366,386	\$ 2,742,075

DOWNTOWN REDEVELOPMENT AUTHORITY STAFF REPORT

STAFF REPORT NO. 9-14-23-01

TO: Downtown Redevelopment Authority Board **DATE:** 10/19/2023
FROM: Natasha Ramras, Executive Director

Subject: Parking License Agreement Extension and Amendment Lot 24.

Objective: Approve the amendment and extension of Lot 24 Parking License Agreement with the City.

Present Situation:

The City controls an off street parking lot known as Lot 24 constructed in downtown Vancouver. This fenced lot is accessed off of 4th Street, west of Columbia Street and north of Phil Arnold Way (hereinafter referred to as “Lot 24” or “Parking Facility” interchangeably). For the past several years DRA/HILTON has periodically used portions of Lot 24 to provide overflow parking for the Convention Center Hotel Project and the parties formalized DRA/HILTON use of Lot 24 under the original License Agreement. In 2023, the DRA/HILTON leased 48 spaces on Lot 24.

DRA/HILTON has expressed interest in moving employee parking from Lot 16 to an expanded Lot 24. This agreement accommodates interests of the DRA/HILTON.

The attached Agreement outlines that the City will license to DRA/HILTON 69 parking spaces in a parcel designated for vehicular parking known as Lot 24 and an additional 23 parking spaces in the public right-of-way, directly north of Lot 24, known as Expanded Lot 24, for a three-year time period beginning November 1, 2023. The City reserves the right to designate the on-site location of the spaces provided for therein. The City further reserves the right to access one (1) un-designated spot on a first come first serve basis for City use. The City will provide enforcement and signage services.

In consideration of the prior inter-local agreement whereby the City and PFD have agreed to provide certain financial support to the DRA for the Vancouver Convention Center Hotel Project, the pricing for the 92 parking spaces would be reflected as follows:

- From November 1, 2023, the per-space fee shall be **\$93.97 + 12.84% tax**, per month. The total monthly amount owed for the 92 spaces will be \$9,755.

Fees may be adjusted periodically at the sole discretion of the City as authorized by Vancouver Municipal Code. Payment for each space shall be made to the City of Vancouver, on or before the first of each month. In consideration of the terms in the Amended and Restated Project Operating Agreement between the DRA and Hilton Management LLC the DRA agrees to pay the license fee to the City.

Proposal: Approve a three (3) year extension to the amended Parking License Agreement commencing on November 1, 2023, ending on September 30th, 2026.

Action Requested: Approve the amended Extension to Parking License Agreement as outlined in the attached Parking License Agreement Between the City of Vancouver and the Vancouver Downtown Redevelopment Authority dba/Hilton Vancouver Washington.

Attachment(s):

Revised Parking License Agreement

**PARKING LICENSE AGREEMENT EXTENTION AND AMENDMENT BETWEEN
THE CITY OF VANCOUVER AND THE VANCOUVER DOWNTOWN
REDEVELOPMENT AUTHORITY DOING BUSINESS AS HILTON VANCOUVER
WASHINGTON**

This License Agreement is made and entered into effective as of November 1, 2023 (Effective Date) by and between the City of Vancouver (City), a municipal corporation formed under the laws of the State of Washington, and the Downtown Redevelopment Authority doing business as the Hilton Vancouver Washington (DRA/HILTON) by its managing agent, Hilton Management LLC, a Delaware limited liability company in which the parties agree that City will license to DRA/HILTON 69 parking spaces in a parcel designated for vehicular parking known as Lot 24 and an additional 23 parking spaces in the public right-of-way, directly north of Lot 24, know as Expanded Lot 24, for certain consideration, and all subject to certain conditions.

WHEREAS, the City created the DRA to, among other things, plan, design, finance, acquire, construct, equip, own, maintain, operate, repair, remodel, expand and promote the Vancouver Convention Center Hotel Project; and

WHEREAS, DRA and Hilton Management LLC are parties to the Amended and Restated Project Operating Agreement dated June 27, 2013, and amended on December 21, 2018, for the operation and management of the Vancouver Convention Center Hotel Project; and

WHEREAS, the City owns the eastern portion of Lot 24; and

WHEREAS, the Vancouver Public Facilities District (PFD) owns the western portion of Lot 24 for the sole purpose of using it for the future extension of the City of Vancouver Convention Center;

WHEREAS, the City has the express consent of the PFD to license that portion to a third party; and

WHEREAS, for the past several years DRA/HILTON has used Lot 24 to provide overflow parking for the Convention Center, construction parking and parking for various purposes supporting operation of the Convention Center, the parties desire to extend the DRA/HILTON use of Lot 24 under this License Agreement for a period of November 1, 2023-September 30, 2026; and

NOW, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City controls an off street parking lot known as Lot 24, constructed in downtown Vancouver, and containing 69 marked parking spaces. Vehicular access to this fenced lot is via 4th Street, west of Columbia Street and north of Phil Arnold Way (hereinafter referred to as “Lot 24” or “Parking Facility” interchangeably), as shown on the map attached as Exhibit A and incorporated by reference.

2. The City hereby grants DRA/HILTON a limited license to use 69 parking spaces in Lot 24 solely for the purposes described in this Agreement. The City reserves the right to designate the on-site location of the specific 69 parking spaces so licensed. The City further reserves the right to access one (1) of the 69 parking spaces (undesignated) for city use, provided that a spot is available. The City will make reasonable efforts to accommodate any additional parking needs by the Hilton Convention Center resulting from the Convention Center activity, on an as-needed basis.

3. The City hereby also grants DRA/HILTON a limited license to use 23 parking spaces in the right of way, directly north of the Lot 24 (to be referred to as “Extension of Lot 24”).

4. Hilton Management LLC shall manage and operate the 92 parking spaces in Lot 24 and the Extension of Lot 24 as part of the Vancouver Conference Center Hotel Project (“Project”), as provided in the Amended and Restated Project Operating Agreement, and the DRA shall reimburse Hilton Management LLC for any costs it incurs under this License Agreement.

5. This License Agreement shall expire on September 30, 2026, unless extended by mutual written agreement by both parties, or earlier terminated pursuant to Section 20 of this Agreement. Notwithstanding other termination provisions this License Agreement shall terminate upon termination of the Amended and Restated Project Operating Agreement.

6. The City further agrees that it has striped the Parking Facility with 69 parking spaces (5 compact, 3 accessible ADA, 57 regular, and 4 regular along the rolling gate at Phil Arnold Way) and additional 23 parking spaces on Extension of Lot 24.

7. The City, DRA, and the PFD have entered into a prior inter-local agreement whereby the City and PFD have agreed to provide certain financial support to the DRA for the Vancouver Convention Center Hotel Project. In consideration of that agreement, the fees for the parking spaces shall be as follows:

- a. From November 1, 2023, the per-space fee shall be **\$93.97 + 12.84% tax**, per month. The total monthly amount owed for the 92 spaces will be \$9,755.

Fees may be adjusted periodically at the sole discretion of the City as authorized by Vancouver Municipal Code. Payment for each space shall be made to the City of Vancouver, on or before the first of each month. In consideration of the terms in the Amended and Restated Project Operating Agreement between the DRA and Hilton Management LLC the DRA agrees to pay the license fee to the City.

8. DRA/HILTON shall have the right to use the licensed spaces only for the purpose of parking vehicles and other uses related to the Vancouver Convention Center Hotel activities 24 hours a day and for no other purpose, and no property right is conveyed or intended to be conveyed to DRA/HILTON under this License.

9. The license to use the parking spaces covered by this License Agreement is nontransferable.

10. Excepting normal use and wear, all damage or injury to the licensed spaces caused by or resulting from use or occupation thereof or caused by or resulting from the negligence or improper conduct of, its agents, employees or invitees, shall be repaired, restored or replaced promptly by DRA/HILTON, at no cost to the City, to the reasonable satisfaction of the City. All said repairs, restoration and replacements shall be of a quality and class equal to the original work or installations. If DRA/HILTON fails to make such repairs, restoration or replacements within thirty (30) days after City notifies DRA/HILTON in writing to make them, the same may be made by City at the expense of DRA/HILTON and such expense shall be paid by DRA/HILTON within ten (10) days after receipt of a bill therefor.

11. The City agrees to maintain the Parking Facility in good order, condition and repair and reserves unrestricted access to the Parking Facility to inspect and maintain. The City will utilize a combination of city staff and third party contractors for maintenance, which shall consist of twice monthly sweeping and monthly litter collection around the Parking Facility perimeter fence (collectively "Maintenance Services"). DRA/HILTON shall exchange direct contact information with the City and its designated contractors to provide access for maintenance for both emergency and routine needs.

12. The City agrees that it will maintain workers' compensation insurance covering any City staff person performing Maintenance Services and will ensure that any third party contractor performing Maintenance Services ("Maintenance Contractors") also maintains workers' compensation insurance covering all employees or subcontractors any Maintenance Contractor assigned to perform Maintenance Services. The City will also carry and maintain, and ensure all Maintenance Contractors carry and maintain, commercial general liability insurance covering against claims for bodily injury or death and property damage in connection with their Maintenance Services performed at Lot 24, as well as personal property insurance covering all equipment, fixtures and personal property of City or a Maintenance Contractor, as applicable, that are used in connection with the Maintenance Services from time to time in, on or upon Lot 24.

13. DRA/HILTON shall carry and maintain, during the entire term of this License Agreement, at no cost to the City, commercial general liability insurance covering Lot 24 and the Extension of Lot 24 and DRA/HILTON's use thereof against claims for bodily injury or death and property damage occurring upon, in or about Lot 24 and the Extension of Lot 24, personal property insurance covering all of DRA/HILTON's equipment, fixtures and personal property from time to time in, on or upon Lot 24 and the Extension of Lot 24, and any other type of insurance typically maintained by reasonably prudent businesses similar to that operated by DRA/HILTON, including, but not limited to, Worker's Compensation Insurance and Employer's Liability Insurance, if applicable. DRA/HILTON shall obtain such other insurance as the City may deem necessary or appropriate from time to time.

All of DRA/HILTON's policies of insurance required under this License shall be issued by an insurance company admitted in Washington with an A.M. Best rating of A-VII or better

and shall specifically name the City of Vancouver as an “additional insured.” All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to, and are not in excess of, coverage which the City may carry.

Upon request, DRA/HILTON shall provide the City with appropriate evidence of insurance. All insurance procured as set forth herein shall not be cancelable without thirty (30) days prior written notice from DRA/HILTON’s insurer to the City.

14. To the extent permitted by law, DRA/HILTON agrees to exonerate, save harmless, protect and indemnify the City, its employees, officers, agents, retained independent contractors, and assigns, from and against any and all losses, damages, claims, suits, or actions for any damage or injury to person or property occurring on, or relating to, the licensed Parking Facility, other than such injury, damage, or loss caused by the sole negligence of the City or its employees, agents, retained independent contractors, and assigns. To the extent permitted by law, the City agrees to exonerate, save harmless, protect and indemnify DRA/HILTON, and its respective employees, agents, retained independent contractors, and assigns, from and against any and all losses, damages, claims, suits, or actions for any damage or injury to person or property occurring on, or relating to, the Parking Facility, other than such injury, damage, or loss caused by the sole negligence of the DRA/HILTON or its employees, agents, retained independent contractors, and assigns.

15. If the DRA or DRA/HILTON (a) fails to pay any use fees described above or any part thereof, or fails to pay leasehold tax, or any part thereof, within ten (10) days after notice that payment of such use fees is delinquent, or (b) is in breach of any other covenant under this License thirty (30) days after written notice from the City stating the nature of such breach has been received, unless either the DRA or DRA/HILTON has commenced the correction for such breach and such correction will reasonably require more than thirty (30) days to complete, then the City may cancel this License upon giving such notice as may be required by law.

16. If the City is in breach of any other covenant under this License thirty (30) days after written notice from DRA/HILTON stating the nature of such breach has been received, unless the City has commenced the correction for such breach and such correction will reasonably require more than thirty (30) days to complete, then DRA/HILTON may cancel this License upon giving such notice as may be required by law.

17. Enforcement of parking within the fenced area shall be the responsibility of the City. DRA/HILTON may utilize the Parking Facility, but vehicles intended by DRA/HILTON to utilize the Parking Facility are prohibited from parking outside the fenced area of the Parking Facility. Any vehicle found parking in these areas that is in violation of the applicable parking regulations is subject to citation and or impound. See Exhibit A attached and incorporated by reference.

18. DRA/HILTON shall, at its sole cost and expense, be permitted to display signs in the interior and exterior of the Parking Facility with its parking regulations, including the designation of the parking spaces for use solely by DRA/HILTON, and directions to users of the Parking Facility to vehicular and pedestrian access points. DRA/HILTON shall obtain

written approval from the City before affixing or otherwise displaying any signs inside or outside the Parking Facility. At the end of the term of this License, DRA/HILTON shall remove the signs at its own expense.

19. The City shall pay when due all taxes, assessments, and public charges on Lot 24, but not including leasehold tax, which shall be the responsibility of DRA/HILTON.

20. Either party may terminate this License upon thirty (30) days written notice to the other. In the event that DRA/HILTON terminates this License, user fees will not be prorated for any portion of the month in which termination becomes effective. In the event that the City terminates this License, the City agrees that it shall assist DRA/HILTON with the replacement of parking spaces for a time not to exceed the original expiration date of the License.

21. In the event any controversy or claim arises under this License, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses that it may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or further proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken from any of the foregoing.

22. The provisions of this License are severable and the holding of any provision, paragraph, sentence or other part thereof to be illegal, invalid or inapplicable to any person or circumstance shall not affect or impair any of the remaining provisions or their application.

23. This License shall be governed by and construed in accordance with the laws of the State of Washington.

24. This License may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic facsimile or e-mail counterparts of the signature pages.

25. This License contains the final and entire agreement between the parties with respect to the licensing of the parking spaces utilized by Hilton relating to Lot 24 and the Extension of Lot 24 and may be amended only in writing signed by both parties.

26. Notices shall be given to DRA/HILTON, at Attn: General Manager 301 W. 6th Street Vancouver, WA 98660, and to City at 415 W. 6th Street, PO Box 1995, Vancouver, WA 98668 attention: Parking Manager.

Dated this 19th day of October 2023.

CITY OF VANCOUVER,

By: _____
Eric Holmes, City Manager

By: _____
Anthony Glenn, Deputy City Clerk

Approved as to form

By: _____
Philip Gigler, Assistant City Attorney

DOWNTOWN REDEVELOPMENT AUTHORITY,

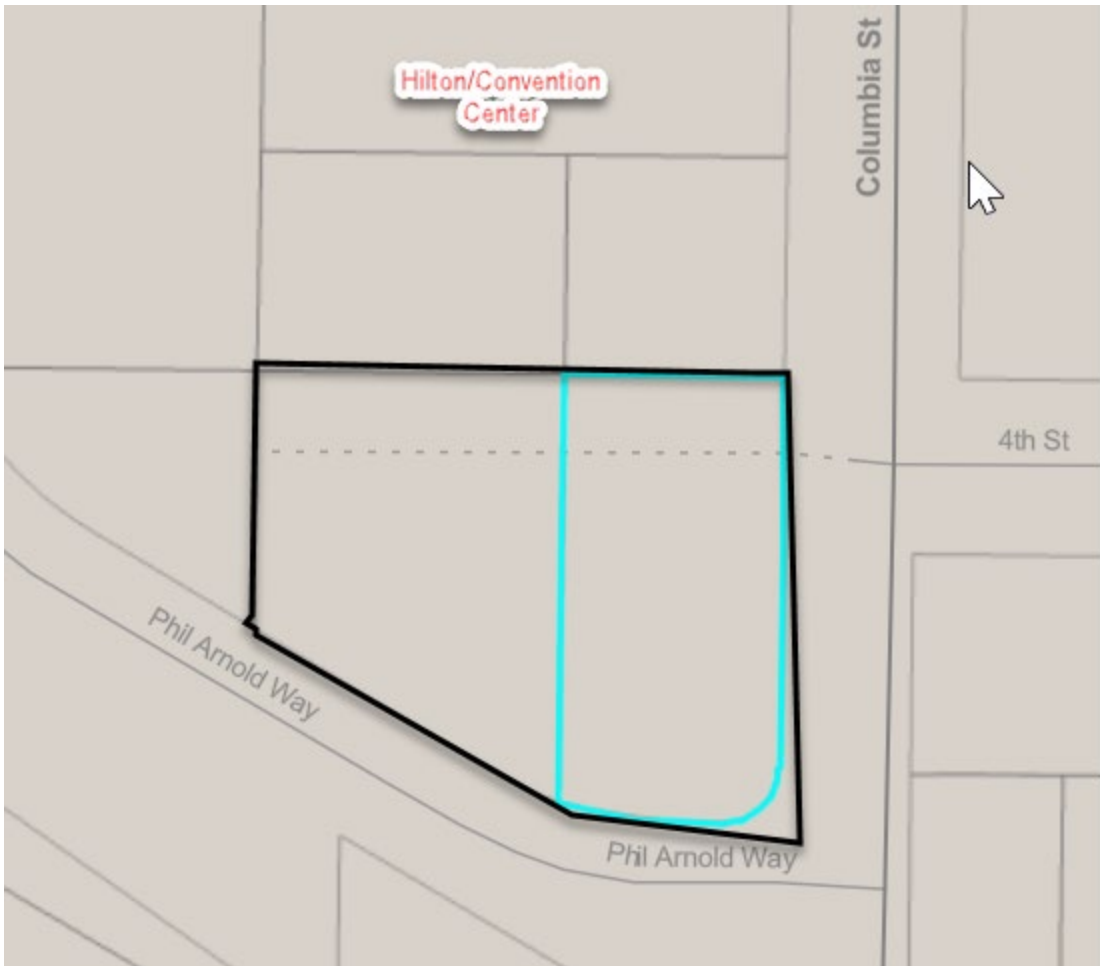
By: _____
Natasha Ramras, DRA Executive Director

DOWNTOWN REDEVELOPMENT AUTHORITY DOING BUSINESS AS HILTON
VANCOUVER WASHINGTON BY ITS MANAGING AGENT, HILTON MANAGEMENT
LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Hilton Domestic Operating Company Inc.

By: _____
Mike McLeod, General Manager

EXHIBIT A



Asset Manager's Report to the DRA Board

Hilton Vancouver Washington Vancouver, WA

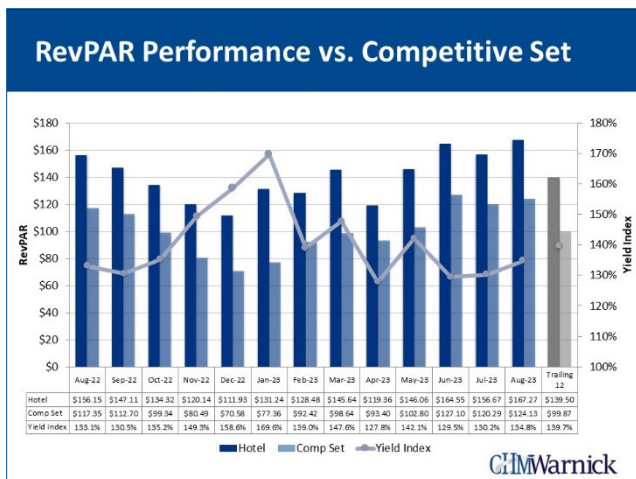
September 2023



1 Performance Relative to the Competitive Set

The table and chart below summarize the Hotel's performance compared with the competitive set of Vancouver hotels in August 2023 (the most current information available).

Performance of the Competitive Set			
	Occupancy	ADR	RevPAR
August 2023			
Competitive Set	76.1%	\$163.13	\$124.13
% Chg. from Prior Yr.	2.0%	3.7%	5.8%
Hilton Vancouver	79.0%	\$211.84	\$167.27
% Chg. from Prior Yr.	-2.5%	9.8%	7.1%
Yield Index	103.8%	129.9%	134.8%
Trailing 12 Months			
Competitive Set	67.9%	\$147.09	\$99.87
% Chg. from Prior Yr.	8.2%	3.3%	11.7%
Hilton Vancouver	73.5%	\$189.74	\$139.50
% Chg. from Prior Yr.	-3.0%	6.9%	3.7%
Yield Index	108.3%	129.0%	139.7%

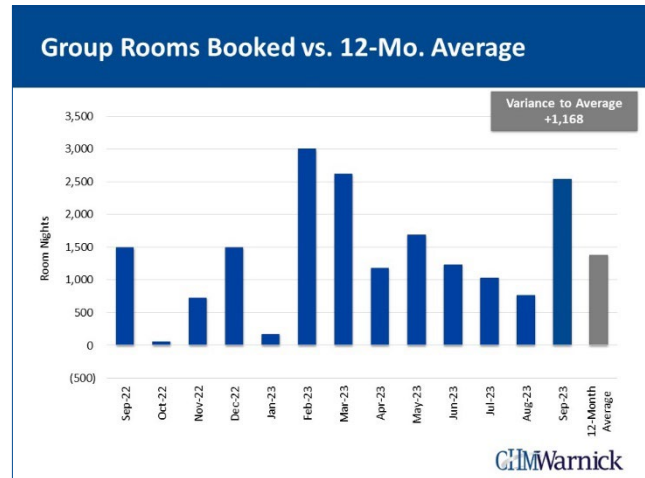


Indicator Explanation: RevPAR is calculated by multiplying the occupancy percentage times the average room rate. RevPAR helps management identify the optimal mix of occupancy and average rate. The RevPAR yield index measures the performance of an individual hotel against its competitive set. A yield index of 100 percent means a hotel is operating at the average of the competitive set.

- Month-over-month the Hotel gained ground to July in overall RevPAR yield (134.8% vs 130.2%).
- Notwithstanding the increased competitive environment (recent opening of the Ilani Hotel), the Hotel continues to perform well against the Comp Set.
- The Hotel has consistently maintained a sizable ADR premium. On the strength of ADR and, to a lesser extent, occupancy (both yielding well above fair share), the Hotel achieved a 134.8% RevPAR index during August with a trailing 12-month index of 139.7%.

2 Future Group Bookings

The following table summarizes future group business booked during the past 12 months.

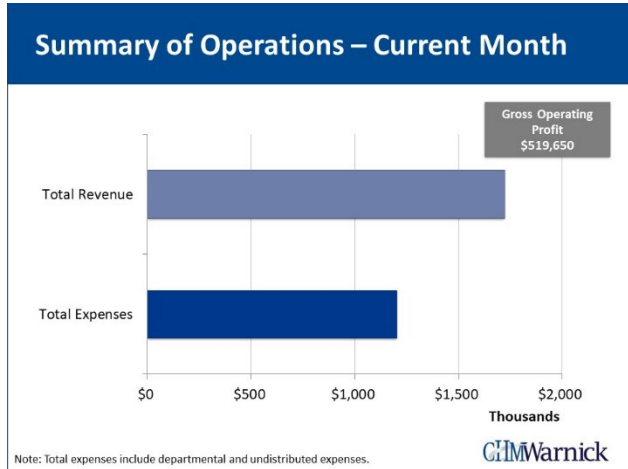


Indicator Explanation: Group business is one of the most important market segments for the Hotel because it fills the meeting rooms and generates banquet, as well as room, revenue.

- The group and local catering lead volume remains very encouraging. During September, the sales team received 111 leads representing strong revenue potential for the remainder of 2023 and beyond.
- Lead conversion continues to be strong; during the month, the sales team turned 52 bookings definite representing 2,359 room nights.
- The Hotel has Delta Airlines crews contracted through 2024 and FedEx crews contracted through 1st quarter 2025.
- There is one Sales Manager opening, which continues to be covered by task force in order to appropriately cover incoming sales leads.
- The Hotel participated in a Weekend Getaway KOIN 6 News promotional segment with a five-minute feature.
- While the market remains competitive there are continued signs that individual hotels are pushing their rates, which will enhance rate growth opportunity throughout the market as a whole.
- Management continues to monitor the impact of the recently opened Ilani Hotel; the property is located at the Ilani Casino and offers full-service facilities and amenities.

3 Monthly Financial Results

The following table summarizes financial results for September 2023.

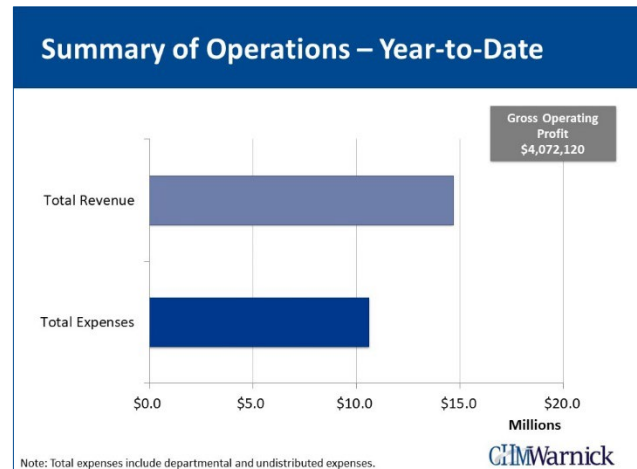


Indicator Explanation: Rooms and food and beverage (“F&B”) are the primary source of Hotel revenues. Expenses are impacted by the large amount of meeting space in relation to a relatively small number of guest rooms. Payroll is the largest individual expense.

- September revenue results fell short to budget due to a decline in F&B activity, which outpaced modest growth in rooms and other operating department revenue. Total revenues increased to prior year as well with room and other department revenue increases outpacing a decline in F&B.
- In contrast to lower occupancy (transient oriented), average daily rate (“ADR”) increased to both budget and prior year performance.
- Total F&B revenue declined to budget and prior year performance. The decline to budget was driven by lower banquet and catering activity followed by lower outlet and room service volume (lower transient occupancy driven), while the decline to prior year was driven by lower banquet and catering activity.
- Gross operating profit (“GOP”) fell to both budget and prior year; lower than anticipated F&B profitability along with higher undistributed expenses adversely impacted flow through and related GOP performance.
- The lobby renovation has been completed and the space reopened to the public although management is still awaiting the delivery of certain FF&E items. The reopening of the main lobby continues to have a positive impact on guest satisfaction scores.

4 Year-to-Date Financial Results

The following table summarizes financial results year-to-date through September 2023.



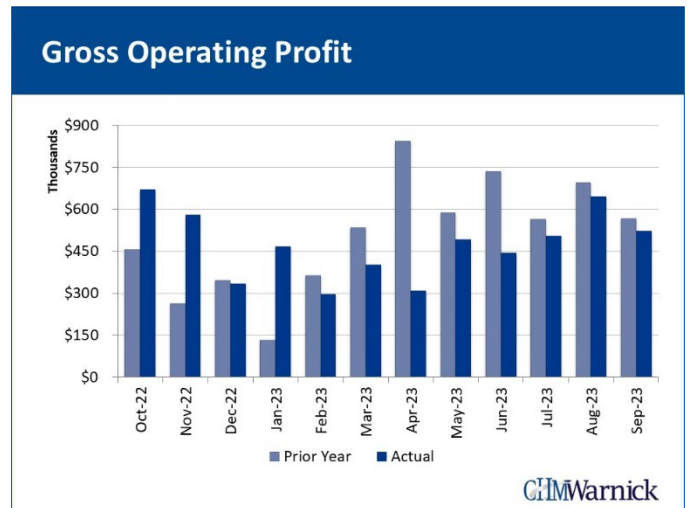
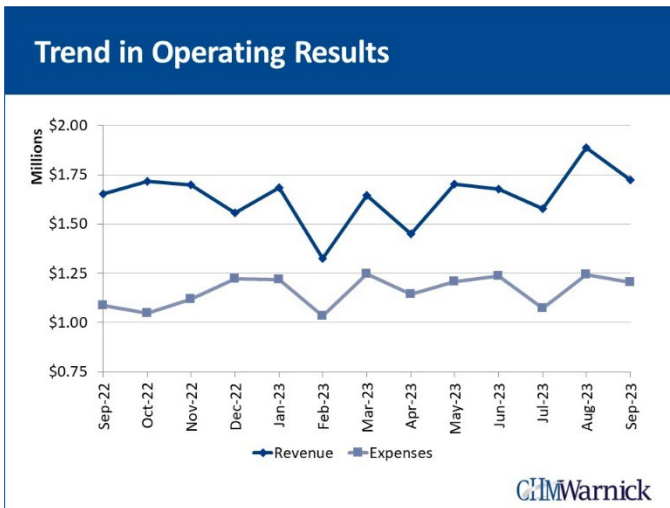
Indicator Explanation: Year-to-date financial results give a better picture of the progression in business than any one month of operation.

- Through September, year-to-date Rooms and F&B department revenues are trending below budget with the shortfall in Rooms being driven by lower transient and group demand. The F&B decline is attributed to lower outlet and banquet capture. Room department revenues remain above prior year performance on a YTD basis, with F&B revenues trending slightly below.
- While management continues to make a concerted effort to contain costs, higher than anticipated labor and operating expenses have negatively impacted profit potential with flow through and resultant YTD GOP falling below budget and prior year performance.

Asset Manager’s Focus and Strategic Initiatives

- Monitor capital outlay to appropriately preserve the asset and maximize its appeal and guest experience while building and preserving appropriate reserves for future capital requirements
- Achieve operational budget through revenue generation, cost containment, and capital controls
- Track and consider refinancing options
- Monitor operations, develop metrics, and plan ongoing strategic initiatives in relation to the market’s post-COVID activity
- Continue to strategize with management to promote additional F&B utilization, particularly in Grays
- Work with management to develop strategies to mitigate the impact of new competition in the market (hotel and restaurant) and enhance the overall competitiveness and appeal of the Hotel
- Work with management to ensure smooth operations and a positive guest experience throughout the lobby renovation
- Monitor ongoing union negotiations

Trailing 12-Month Trend in Operating Results



DEFINITIONS

Competitive Set – A sample of hotels in the Vancouver market. The RevPAR for the Vancouver Hilton are measured against these hotels using what is called a “yield index.” A yield index that is greater than 100 percent means that a hotel is performing at a level that is above the average for its competitive set. A yield index that is below 100 means that performance trails the average for the competitive set.

Departmental Expenses – Expenses that are incurred in relation to the operation of each distinct operating department. Generally, departmental expenses include costs of goods sold, payroll, and other expenses.

Fixed Costs – Expenses are costs of occupancy that cannot be influenced by property management. These include business taxes, insurance expenses, Hilton management fees, and other miscellaneous expenses.

F&E Reserve – The F&E reserve is a fund for the future replacement of fixtures and equipment. The intent of the F&E Reserve is to accumulate monies over a period of time to spend on periodic hotel renovations. Periodic renovations are needed to keep the Hotel in good physical condition so that it can maintain its competitive position against other hotels in the market.

Gross Operating Profit – Calculated by deducting departmental expenses and undistributed expenses from total revenues. Gross Operating Profit (referred to as GOP) measures the profit that is under the control of hotel management. Hilton uses the term “Income Before Fixed Charges” and the HVS study used the term “House Profit” rather than GOP. We use the term GOP because that is the term used in the Bond Documents.

Group Booking Pace – A measure of the future group business that is on the books. Usually, the pace is broken into three classifications: 1) Definite bookings, for which a signed contract has been received; 2) Tentative bookings for which a contract has been issued but not signed; and 3) Prospects, which represent groups that have been contacted but for which a contract has not yet been issued. Booking pace information is used to track performance relative to the budget, to prepare and update forecasts, to quote rates for future business and to track the productivity of sales personnel.

Hotel Payroll – Hotel payroll represents the salaries and wages, payroll taxes and employee benefits for all Hotel employees. Payroll is the largest single operating expense in a hotel.

RevPAR or Revenue Per Available Room – Calculated by multiplying the occupancy percentage times the average room rate. The occupancy percentage can be managed, to a certain degree, by manipulating room rates. For example, hotel operators may choose to lower (or discount) room rates during certain periods in an effort to maximize occupancy. RevPAR helps management identify the optimal mix of occupancy and average rate.

Total Revenue – The revenues generated by all departments in the Hotel, net of allowances.

Undistributed Expenses – Expenses that apply to the hotel as a whole and cannot be assigned to an individual operating department (such as rooms). Undistributed expenses are further classified as Administrative and General, Sales and Marketing, Property Operations and Energy.