



Bi-State Bridge Replacement Working Group Agenda

Meeting Date: May 01, 2023

Meeting Time: 2:00-4:00p

Location: 1000 E. Port Marina Drive, Hood River, OR

Zoom Meeting

<https://us06web.zoom.us/j/88490950292?pwd=c3RLaXZWMzFUR2JzOGtNZDFDMjk5UT09>

Meeting ID: 884 9095 0292

Passcode: 396314

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Catherine Kiewit (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon; Paul Blackburn (Mayor), City of Hood River; Arthur Babitz (Commissioner), Hood River County

Alternates: Kristi Chapman (Commissioner), Port of Hood River; Jennifer Euwer (Commission Chair), Hood River County; Joe Sullivan (Councilor), City of Bingen; Jason Hartmann (Councilor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Jessica Metta (Councilor), City of Hood River.

Staff/Consultants: Kevin Greenwood (Executive Director), Port of Hood River; Genevieve Scholl (Deputy Executive Director), Port of Hood River; Michael Shannon (Project Manager – Bridge Replacement), HNTB.

1) Welcome

2) Approval of Minutes (2 Min)

- Bi-State Working Group Meeting Minutes 04/03/2023

3) Review Action Items (10 Min)

Priority	Description/ Expected Outcome	Assigned To	Date Assigned	Due Date	Resolution/ Current Status	Status
Med	Track progress of BO following ODOT's commitment to have a draft in Mid-October Primary Contacts: Dennis Reicht: ODOT Tom Loynes – NMFS Liaison and Cash Chesselet – ODOT Environmental Program Coordinator – NMFS Liaison	Mike Shannon	9/19/2022	10/17/2022 10/31/2022 11/14/2022 12/12/2022 01/09/2023 01/23/2023 03/2/2023 03/21/2023 5/1/2023	10/17/2022 Staff will follow up with ODOT next week on Draft Document 10/31/2022 – Dennis said that Tom and Cash met with QC and NMFS and that it was their priority to get most of the draft completed this week. 11/14/2022 – Dennis ODOT indicated continued delays due to staff working on Abernathy Bridge issues 12/12-2022 – Carol ODOT emailed that the draft is 2-3 weeks out due to workload delays associated with Abernathy Bridge and Training 1/9/2023 - ODOT has requested for the information related to Temporary Work Bridges and Barges to be updated an increase in our information can calculations based on recent events on similar projects.	In Progress

Contact: Michael Shannon, (425) 577-8071 or mwshannon@hntb.com



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					<p>The information is being coordinated with ODOT 1/23/22 – The project team met with ODOT on 1/13/23 to discuss modifications need to the BiOp. ODOT is meeting with FHWA on 1/19/23 to get direction on how to proceed with modifications. Team is working on modifications to progress the work pending the information from FHWA 2/6/23 BA information has been updated and provided back to ODOT. A meeting is scheduled for 2/7 with FHWA to determine next steps.</p> <p>3/2/23 - C Callahan FHWA provided comments on the BA/BO on 2/21 to ODOT for comment. C Snead requested final comments from ODOT by 2/28. No comments/responses have been provided by ODOT – WSP has been directed to address FHWA comments and resend information by 3/22/23 – ODOT provided comments on 3/16, Response to comments will be provided to ODOT by 3/24. No update from ODOT on when the BO will be complete, ODOT could not provide a status of their % complete. BSWG requested a status update from ODOT.</p> <p>4/3/23 – 3/28/23 Meeting with FHWA/NOAA established new contact with ODOT and communication protocols for the remainder of the time until a signed BO is received.</p> <p>5/1/23 – Final BA comments have been received and updates sent to FHWA/NOAA</p>	
	Track Progress of the Final BO	Mike Shannon	9/19/2022	9/1/2023	Anticipating a 90-day period to complete the BO and 45 Day review by NOAA.	In Progress

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4) Informational Items

Time	Discussion Topic	Owner/Presenter
5 Min	<p>Hood River – White Salmon Bridge Authority (HRWSBA)</p> <ul style="list-style-type: none"> • All members have signed the Commission Formation Agreements (CFA) setting the Effective Date of 05/1/2023 • The CFA identifies July 1, 2023 as the Authority Formation Date • Both Counties will not start the Nomination and Appointment Process 	Mike Shannon
10 Min	FFT – Benefit Cost Analysis Update	Chris Kopp
5 Min	<p>GR Update</p> <p>Washington Oregon DC</p> <ul style="list-style-type: none"> • May 22-24 	Mike Shannon
5 Min	<p>Funding Finance & Tolling</p> <p>Pending Grant Submittals</p> <ul style="list-style-type: none"> • MPDG (INFRA/Rural/Mega) • BIP • SS4A • Grant Reporting Update • CDS Appropriations Submittals <p>Grant Submittals</p> <ul style="list-style-type: none"> • Raise Planning 2023 - \$3.6M submitted on 2/28/23 <p>Current Grant Funding</p> <ul style="list-style-type: none"> • WA • ARPA (Oregon) • Build 20 	Mike Shannon
10 Min	Project Dashboard – Budget and Schedule	Brian Munoz
10 Min	<p>Treaty MOA's</p> <ul style="list-style-type: none"> • Yakama • Nez Perce • Umatilla (CTUIR) • Warm Springs 	Mike Shannon
10 Min	<p>RBMC</p> <ul style="list-style-type: none"> • Request for Proposal (RFP) Progressive Design Build (PDB) • Key Stake Holder Coordination (ODOT, WSDOT, FHWA) • Geotechnical Investigation • Right of Way • Permitting 	Mike Shannon

Contact: Michael Shannon, (425) 577-8071 or mwshannon@hntb.com



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5 Min	NEPA/FEIS/ROD <ul style="list-style-type: none"> • Sec. 106 MOA • BiOp • Schedule 	Mike Shannon
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5) Upcoming Actions (2 Min)

Description/ Expected Outcome	Anticipated Action Date
BiOp	September
Treaty Tribe MOA's Finalized	October

6) New Action Items

Priority	Description/ Expected Outcome	Assigned To	Due Date

Next Meeting, May 15, 2023



BRIDGE REPLACEMENT PROJECT

Bi-State Working Group Meeting Summary

Monday, April 3, 2023 | 2:00 p.m. – 4:00 p.m.
Port of Hood River – Commission Board Room & Via Zoom
1000 E Port Marina Drive, Hood River OR 97031

In Attendance:

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Paul Blackburn (Mayor), City of Hood River; Arthur Babitz (Commissioner), Hood River County; Marla Keethler (Mayor), City of White Salmon.

Alternates: Kristi Chapman (Commissioner), Port of Hood River.

Staff/Consultants: Michael Shannon (Project Manager), HNTB; Brian Munoz, HNTB; Debbie Smith-Wagar (Finance Director), Port of Hood River; Kary Witt, HNTB; Kevin Greenwood (Executive Director), Port of Hood River; Genevieve Scholl (Deputy Executive Director), Port of Hood River; Brad Boswell, Boswell Consulting; Stacy Zurcher, JLA.

Guests: Kelly O’Grady-Smith; Tamara Schurian; Keith Rowley; Carol Snead, ODOT; Ari Campbell; Brad Guilmino; Giridhar Reddy; Abigail Elder, City of Hood River.

Welcome

Commissioner Mike Fox called the meeting to order at 2:00 p.m.

Approval of Minutes

The Bi-State Working Group (BSWG) minutes for March 20, 2023 were approved by consensus.

Review Action Items

Michael Shannon, HNTB Project Manager, reported that they had a great conversation recently with the National Oceanic and Atmospheric Administration (NOAA) and Federal Highways Administration (FHWA). Shannon noted that they also have a new contact with Oregon Department of Transportation (ODOT) and established new communication protocols. Estimated completion date for the Biological Opinion (BiOp) is September 2023.

Informational Items

- a. **GR Update** – Shannon noted that their lobbyist in Oregon has requested letters of support from the BSWG for Senate Bill 431. The letters of support are due this week. Shannon commented that Washington’s House and Senate proposals are included in the packet. Washington will be deciding on the proposals within the next 2 weeks. The federal Congressionally Directed Spending (CDS) appropriation requests have been sent for Washington and Oregon for a total funding request of \$8

million. Shannon also reported that they are planning another trip to Washington DC during the week of May 22.

- b. **Funding Finance & Tolling** – Shannon commented that a Notice of Funding Opportunity (NOFO) was released on March 30 for a Safe Streets for All (SS4A) grant. Applications are due July 10 and available funding is \$1.17 billion. NOFO has not been released for Multimodal Project Discretionary Grant (MPDG) and Bridge Investment Program (BIP). Shannon noted that they were able to get the submittal for the ARPA grant and added that there are approximately \$2.6 million remaining funds in the Washington SB 5165 grant.
- c. **Treaty Tribe Memorandum of Agreement's (MOA's)** – Shannon commented that they are still waiting for a response from Yakima Nation on the Treaty Fishing MOA and Section 106 MOA. Nez Perce is still reviewing the MOA and a meeting is tentatively set with the Tribe for June 5. A second meeting with Umatilla has been re-scheduled to April 5. A tentative meeting to introduce the MOA has been scheduled with Warm Springs for April 11.
- d. **Replacement Bridge Management Contract (RBMC)** – Shannon noted that the Progressive Design Build Request for Proposal (RFP) is in process. They have recurring meetings with Washington Department of Transportation (WSDOT), ODOT, and FHWA. A draft RFP is expected to be completed by July 2023. Shannon reported that the underwater drilling for the geotechnical investigation is scheduled to start June 19, 2023, and last for about 5 weeks.

Toll Increase & Toll Revenue Use Policy

Shannon noted that the Port of Hood River (“Port”) Commission is seeking a toll increase recommendation from the BSWG. Shannon presented the final two tolling scenarios to the BSWG. Scenario A is a \$1.75 toll rate for BreezeBy, and \$3.50 for cash tolls. Scenario B is a \$2.00 toll rate for BreezeBy, and \$3.00 for cash tolls. Shannon noted that they are not limited to the two final scenarios and the BSWG can choose to do something different. A discussion ensued regarding the toll increase. The BSWG consensus was to recommend Scenario B with 100% of the increase to go to a replacement fund held by the Hood River-White Salmon Bridge Authority (HRWSBA). As well as having Port staff consider a frequent user discount for passenger vehicles, that would be taken off the 2018 toll increase.

The BSWG was handed a copy of the proposed Port resolution for establishing a tolling revenue use policy. A discussion followed regarding the date on which the Port would completely divest from the bridge tolls. There was consensus from the BSWG to include in the resolution: “Whereas, the Bi-State Working Group will support and move forward with the adoption of the Commission Formation Agreement (CFA) now therefore be resolved that the Port of Hood River will enter into and agree to contract with the new bridge authority to ensure that the Port has turned the current bridge into an stand-alone enterprise fund by June 30, 2026 that restricts all revenues to be used on the current bridge or future bridge with the goal of drawing down the diversion of bridge funds sooner than that.”

Shannon commented that a recommendation also needs to be made on a timeline to implement the toll increase. The BSWG consensus was for staff to provide a recommendation. Genevieve Scholl, Deputy Executive Director, inquired about the frequent user discount and whether they should move forward with Scenario B regardless of if the discount is implemented, and added that BreezeBy has always been the Ports way of delivering a frequent user discount. Commissioner Fox replied that they should move forward with the toll increase and have staff conduct a study and provide a recommendation on the frequent user discount. Commissioner Anderson clarified that the toll increase and discount should be treated as two different things, and the first step should be to begin the process of the toll increase.

New Action Items

- a. BSWG recommendation to Port Commission is to proceed with Scenario B toll increase.
- b. Include BSWG recommendation to Port resolution regarding toll revenue use policy.
- c. Port staff to provide recommendation of timeline for toll increase implementation.
- d. Port staff to look into frequent user discount for tolls.

Adjourn

The meeting was adjourned at 4:32 p.m.

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HOOD RIVER–WHITE SALMON BRIDGE REPLACEMENT

Project Director Report

May 01, 2023

The following summarizes Replacement Bridge Project activities from April 03, 2023, to May 01, 2023:

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *RBMC team is meeting with ODOT, WSDOT and FHWA on the RFP for the Progressive Design Build Procurement.*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter.*
- *Legislative Outreach is continuing with Oregon, Washington, and DC*

COMMUNICATIONS

- *The web site has been launched www.hoodriverbridge.org and is seeing regular updates*
- *Social media accounts are now active and we're building followers*
- *We are developing stories for the finalization of the CFA and Funding from the Washington.*
- *We are also moving forward with implementation of communication plan in response to the PORT resolution on a tolling.*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Washington*
 - *Washington legislative session ends April 23.*
 - *Washington legislatures have proposed to fund \$15M in the 23-25 Biennium, \$30M in the 25-27 Biennium, \$30M in the 27-29 Biennium and \$44M as Future Funding. (See Packet)*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
 - *We are planning to make two trips per year to DC in support of funding requests*
 - *Hal is scheduling meetings for the week of May 22nd.*
 - *Commissioner Fox, Commissioner Anderson, Mayor Keethler, and Mike Shannon will be attending with Hal.*

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

- *The Final Draft of the Commission Formation Agreements (CFA) was distributed to the BSWG with a recommendation to move forward with obtaining signatures from the 6 parties of the agreement.*
 - *All 6 members have signed the CFA's*
- *Hood River County and Klickitat County will now begin the process of taking nominations and appointing the 6 directors for the new Hood River White Salmon Bridge Authority (HRWSBA).*
- *HRWSBA Legal Counsel Recommendations for consideration:*
 - *Stacey Lewis at Pacifica Law Group in Seattle, as recommended by Steve Siegel.*
 - *Eileen G. Eakins, who provided Port Commission training back in 2021 - 5285 Meadows Road, Suite 400, Lake Oswego, OR 97035, (503) 607-0517, eileen@lgl-advisors.com;*
 - *Clark Balfour at Cable Huston, who I have worked with over the years on municipal utility projects: <https://www.cablehuston.com/attorneys/clark-i-balfour/>;*
 - *Anna Cavaleri, Jerry's partner <http://hoodriverlaw.com/attorney-profiles/anna-c-cavaleri/>*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *WSTC held their meetings is on April 18th, 19th*
 - *WSTC approved moving forward with the final two tolling scenarios summarized in their presentation (See Packet).*
 - *WSTC next meeting is scheduled for May 16th and 17th (See Packet for Agenda)*
 - *The WSTC staff will be presenting the Final T&R Study Results and presenting the draft final report. Kevin G has been asked to attend this meeting and present to the Commission.*
 - *Schedule Milestones:*
 - *May 2023 – Draft Study findings and recommendations presented to WSTC*
 - *June 2023 – Final Report of findings and recommendations presented to WSTC and submitted to Washington State Legislature*
- *BSWG Tolling Study*
 - *RBMC provided an overview to members of the BSWG on the Benefit Cost Analysis and key areas of focus for this year's grant applications.*
 - *RBMC will be moving forward supporting the implementation of Resolution 2022-23-13 from the April Port Commission Meeting (See Packet)*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*

- *Application Submitted: 2/28/23*
- *Requested amount of funding: \$3.6M*
- *Our application focused on a planning grant that will evaluate Bike/Ped connections and Transit services access/connections to the new bridge. With a focus on how the bridge is a vital part of a transportation system.*
- *Over 20 Letters of Support were included with our application*
- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
 - *Application Due: 7/10/23 @ 5pm EDT*
 - *Available funding total: \$1.177B*
 - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
 - *Implementation Grants – Min – Max award \$2.5M to \$25M*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *Next Opening – Spring 2023*
 - *2023 NOFO not released*
 - *INFRA (\$8 B available over 4 years FY22 to FY26)*
 - *MEGA (\$5 B available over 4 years FY22 to FY26)*
 - *Rural (\$2 B available over 4 years FY22 to FY26)*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*
- *DOL Building Pathways to Infrastructure Jobs Grant Program*
 - *Posted: 4/5/23*
 - *Closing: 7/7/23*
 - *Program Funding: \$80M*
 - *Max Award: \$5M Min Award: \$500K*

EXECUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22. Training with FHWA is still pending.*
 - *Q4 2022 reporting has been submitted through RADs to FHWA*
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$313,413.78*
 - *Total Reimbursement received to date: \$313.413.78*

- *Remaining Funds: \$4,686,586.22*
 - Next reimbursement submittal July 2023*
 - *WA SB 5165 Grant*
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Total Submitted for Reimbursement: \$2,205,900.80*
 - *Total Reimbursement received to date: \$384,693.39*
 - *Remaining Funds: \$2,794,090.20*
 - *1st Quarter 23 reimbursement submitted for \$864,760.55*
 - Next reimbursement submittal will be July 2023.*

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
 - ***Yakama Nation (YN).***
 - *Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23*
 - *A meeting to discuss the Section 106 MOA and Treaty Fishing MOA was held on 2/28/23. Meeting was positive and they were very appreciative of the work that was done in the draft Treaty MOA. Yakama Nation will review the draft MOA with a tentative date to provide responses in two weeks.*
 - *Yakama Nation provided an email update on 3/20/23 that the MOA has been circulated for internal review. We are awaiting their comments and to set up a follow up meeting.*
 - ***Nez Perce***
 - *The Draft MOA was submitted to ODOT on 1/17/23*
 - *ODOT approved us to move forward with sending the Draft MOA on 1/24/23.*
 - *2/2/23 – MOA was sent to Amanda with Nez Perce on 2/2/23.*
 - *On 4/18/23 the Tribe's Cultural Resource and Fisheries departments were able to fully brief Nez Perce Tribal Executive Committee's (NPTEC) Natural Resource Subcommittee on the project and the key terms in the draft MOA.*
 - *A second meeting has been scheduled for 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA will be presenting to the Natural Resources subcommittee on the MOA.*
 - *At the suggestion of the Tribe, the team also submitted a form to the Nez Perce Tribes requesting permission to use their logo in support of the project. This request will be heard at the May 16, 2023, Natural Resources Subcommittee agenda for action.*
 - ***Umatilla (CTUIR).***
 - *The Draft MOA was submitted to the Umatilla Tribe on 1/25/23*

- *Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23*
 - *The team received comments from CTUIR on the first draft of the MOA on 4/3/23.*
 - *A 2nd Meeting was held with CTUIR on 4/5/2023 to review the comments and discuss ideas on how to determine and quantify mitigation measures within the Treat MOA. The meeting was very positive and follow up meeting is being schedule for mid-May.*
 - *The 2nd draft of the CTUIR MOA was sent to Umatilla on 4/25/2023.*
 - *We are coordinating our next meeting with Umatilla.*
- **Warm Springs.**
 - *The project team met with Warm Springs Natural Resources group on 4/11/23 and presented a project update and introduced the Draft Treaty MOA to the group.*
 - *The project team also meet with the Warm Springs Council on 4/12/23 to update them on the project.*
 - *A request to use the tribe's logo and to obtain a letter of support for the project was also requested of the tribe. They are considering the request. Sample letters of support were provided to them for reference.*
 - *The project team is working on setting up a 2nd meeting with the tribe to advance discussion around the Treaty Tribe MOA.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *A meeting was held with ODOT on 3/7 with Region 1 staff and Headquarters Procurement staff to discuss their role on the upcoming PDB Procurement. Robert Wattman will be our point of contact and backed by Sam Hunaidi. A number ODOT technical staff were also at the meeting and provided input into how to move forward. WSDOT also attend this meeting.*
- *A meeting was held with ODOT procurement and alternative delivery team on 4/4/23. The ODOT team informed us they do not use Oregon Buys for their procurements. Our team is looking at doing our own procurement following FHWA and State procurement regulations.*
- *A meeting was held with FHWA on 2/16 to discuss their role on the upcoming PDB Procurement and a monthly recurring meeting has been set up.*
- *A meeting was held with WSDOT on 2/23. WSDOT has provided a point of contact for the PDB team to work with on the RFP development.*
- *Preliminary drafts of the RFP/RFQ sections are being assembled and task lead meetings are being held to coordinate the development of the RFP/RFQ. The team is also drafting the evaluation criteria for the procurement.*

KEY STAKE HOLDERS

RAILROAD

- *Kickoff/Update meeting was held with BNSF on 1/25/23, they indicated the new bridge should accommodate a future triple track and a 30' vertical clearance. At this time these are not seen as major impacts to the project.*
- *Coordination of work activities over the track will be critical do to the high volume of usage.*
- *BNSF did not anticipate long review periods given their current workload, they indicated that they had adequate capacity to support the coordination needed on this project.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*
- *Underwater drilling is scheduled to start June 19th and last 5 weeks.*
- *The drilling team has visited the site and coordination has begun with the Port on access from the boat ramp.*
- *Notifications are being developed to keep Marina users informed of the work that will be going on.*

SURVEY

Completed work

- *Additional right of way research and calculations completed*
- *140+ RW documents received from ODOT and are being reviewed*
- *APS locating underground utilities on Washington side*
- *Washington utility locates mapped and added to basemap*

Upcoming work

- *Complete right of way calculations in OR and WA*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *Our right of way team is coordinating with the two property owners in Washington that will need to provide Right of Entry for the geotechnical borings. The two owners are a private owner and Klickitat County. We have received the ROE letters from both.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the BSWG and PORT on when to move forward with discussion with the landowner on this action.*

PERMITTING

- **SHPO Permit for Upland Work in Oregon** – This permit was issued on 1/19/23. CTOGR included some standard stipulations in their permit comments. The Oregon UPLAND boring work can proceed and is scheduled for next week.
- **USACE Permit** – USACE issued a provisional permit in late December. They will finalize the permit once DEQ provides the 401 C water quality certification. DEQ has until April 25th to issue the certification or request more review time from USACE. All SHPO/tribal coordination for the in-water and WA. Borings has been completed by USACE with support from ODOT. Archaeological monitoring will be required for the single upland boring on the WA. side of the river
- **DEQ Permit** – The permit application was submitted to DEQ on 1/13/23. Expect DEQ to issue the 401 C in the next 2-3 months. As noted above, once DEQ issues their permit USACE will issued their final permit verification. USACE is just waiting on DEQ. DEQ has until April 25th to issue the certification or request more review time from USACE.
- **DSL Short Term Access Agreement** – This approval was issued in September 2022.
- **DSL No Permit Needed Letter** – This letter was issued January 18, 2023 confirming the work does not require a DSL Removal-Fill Permit.
- **WDFW Hydraulic Permit Approval** – The original HPA was modified with new project information and schedule on January 11th. The HPA includes several standard BMPs and notification requirements. Notification must be made at least three days prior to in-water work on WA. Side.
- **City of White Salmon SEPA and SMP Exemption Letter** – The final letter from City confirming 7eotech work is except from SEPA and SMP was issued on January 23, 2023.
- **WDNR Aquatic Lands ROE Permit** – We received the requisite signatures from Klickitat Co. and Shin Jin Ko on February 2, 2023. We will submit the application (JARPA) to WDNR by COB February 3, 2023. Expect two months for DNR to issues the ROE permit. We have coordinated recently with WDNR regarding insurance certifications for the Port and drilling contractor and they have told us the application is complete and we should see the ROE permit in the next few weeks.
- **NMFS Slopes V Compliance** – The USACE has determined that the work as proposed will result in No Effect on listed fish based on the standard BMPs to be included (SLOPES V BMPs) and the short duration, confined nature of the work. We were able to avoid getting NMFS involved.

When USACE issues the verification, it will also include the necessary ESA/NMFS compliance. The provisional verification discusses this and application of SLOPES V. So this

task/compliance need will get completed when USACE issues the permit (without NMFS involvement), which will happen once the DEQ permit lands.

- The DEQ permit application was submitted to DEQ on 1/13/23 after they issue their permit USACE will immediately take the “provisional” moniker off of the provisional verification. Once submitted WDNR should be able to turn around the permit within two months. There is a \$25 fee for this permit.

FINAL EIS/RECORD OF DECISION

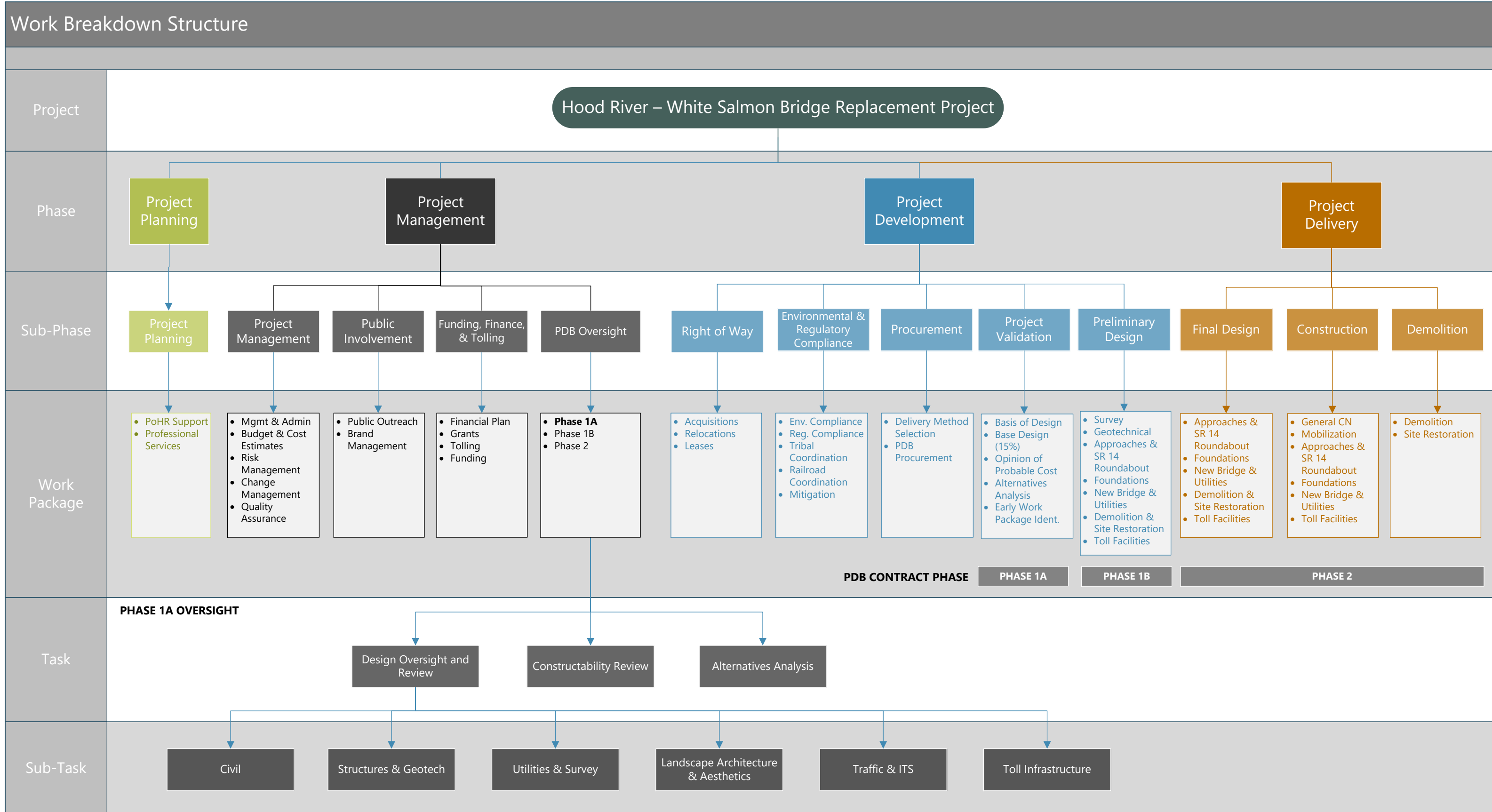
- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>
- Responses were provided on 3/28/23 to ODOT for the from ODOT Liaisons related to the Biological Assessment and their writing of the Biological Opinion. (See Packet)
- Email from Cindy Callahan at FHWA on 3/28 re-establishing the communication process that should be followed until the signing of the Biological Opinion. (See Packet)
- A coordination meeting was held with the Project Team, NOAA and FHWA on 3/29/23. NOAA indicated that once the liaison receives the updated BA anticipated to be in the next two weeks and all comments are closed that it would take 90 Days to complete the BO and then an additional 45 Days for NOAA’s full review including their legal review. This would set the new anticipated date to receive the signed BO around Sept 1, 2023.
- A monthly recurring coordination meeting has been set up with Cindy Callahan – Senior Biologist (FHWA) and Rod Thompson – State Environmental Engineer (ODOT)
- FHWA provide two additional questions from the ODOT liaison. One involving the engineering review being done by ODOT region 1 and a second around Southern Resident Killer Whales (SRKW’s) and their critical habitat. There is a new requirement since the original BA submittal to provide a short analysis of the effects on SRKW’s. Response has been provided to FHWA.
- Email from ODOT indicated the BA update is being circulated through region one for engineering review. We have resolved all comments/questions from the ODOT engineering review.

OTHER ITEMS

KEY MEETINGS

Date:	Subject:
4/4, 4/18, 4/25	Port Staff Meeting
4/4	Coordination with ODOT Alt Delivery Team
4/4	Port Spring Planning Session
4/4, 4/18	Port Commission Meeting
4/5	CTUIR Coordination Meeting

4/5	<i>RBMC/ODOT/FHWA Biological Opinion Coord</i>
4/6	<i>ARDOT PDB Coordination</i>
4/7	<i>Geotech Boring Coordination with PORT</i>
4/10	<i>RBMC Monthly Task Lead Coordination</i>
4/10, 4/17, 4/24	<i>Weekly WSP Coordination</i>
4/10	<i>Weekly RBMC Director Update</i>
4/10	<i>CRGC Coordination Meeting on NSA Management Plan</i>
4/11	<i>Warm Springs Tribe Coordination</i>
4/12	<i>Warm Springs Council Meeting</i>
4/12, 4/19, 4/25	<i>HRWSBR Communication Coord</i>
4/12, 4/27	<i>WSP/ODOT/FHWA Cultural Resources NEPA Coordination</i>
4/17	<i>HRWSBR – BSWG Working Session</i>
4/18	<i>WSTC Commission</i>
4/20	<i>HRWSBR – FHWA PDB Coordination</i>



NOTES:
 The WBS Levels are set for the project. All committed work must be detailed to at least the Task Level. Planned work will be detailed to at least the Work Package level. The Task and Sub-task level is shown for Final Design Oversight – Phase 1A, as an example. All committed work packages will be detailed to the task level.

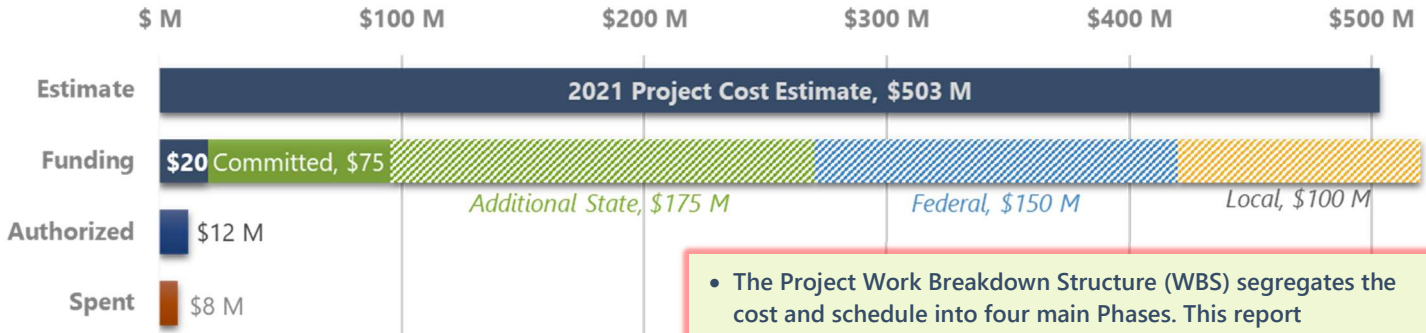


MONTHLY FINANCIAL REPORT – APRIL 2023

FUNDING AND BUDGET STATUS

Actual Costs through 3/31/23

Funding

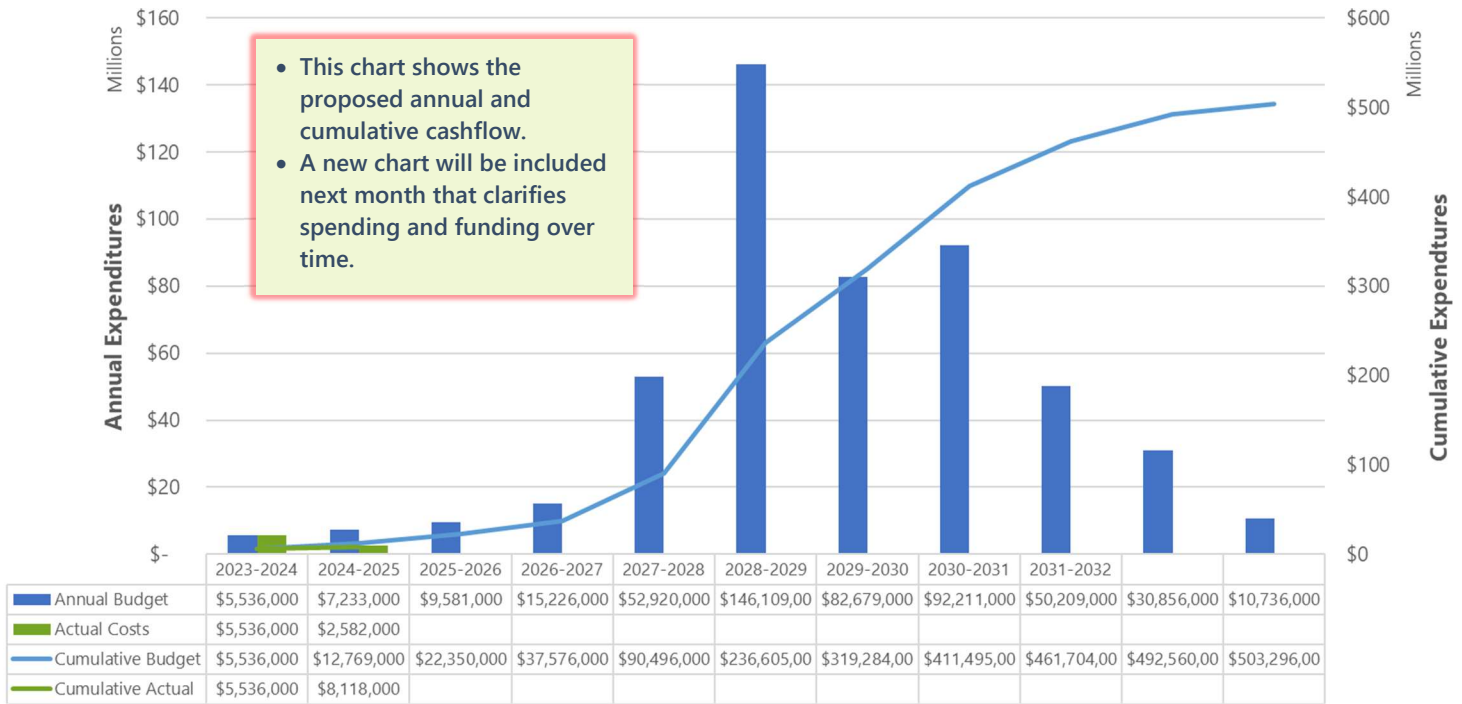


• The Project Work Breakdown Structure (WBS) segregates the cost and schedule into four main Phases. This report summarizes these phases below, with individual Phase reports on subsequent pages. (WBS attached for reference)

Budget and Funding Status by Phase

PHASE	Working Budget	Allocated Funding	Authorized Work	Expenditures to Date	Funding Remaining
Project Planning	\$6,500,000	\$6,729,209	\$6,500,000	\$6,334,331	\$394,878
Project Management	\$37,695,702	\$6,750,000	\$2,659,827	\$1,148,434	\$5,601,566
Project Development	\$32,692,076	\$6,750,000	\$2,819,813	\$635,064	\$6,114,936
Project Delivery	\$426,408,622	\$0	\$0	\$0	\$0
TOTAL	\$503,296,401	\$20,229,209	\$11,979,640	\$8,117,828	\$12,111,380

Spending Plan – Cashflow



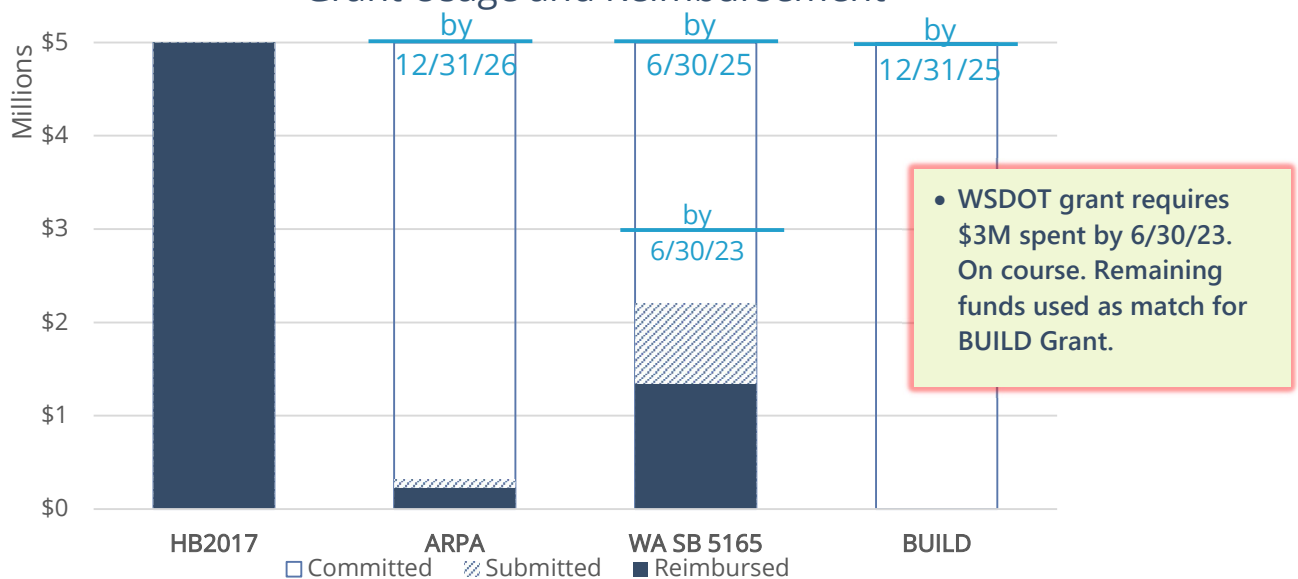


GRANT REIMBURSEMENT TRACKING

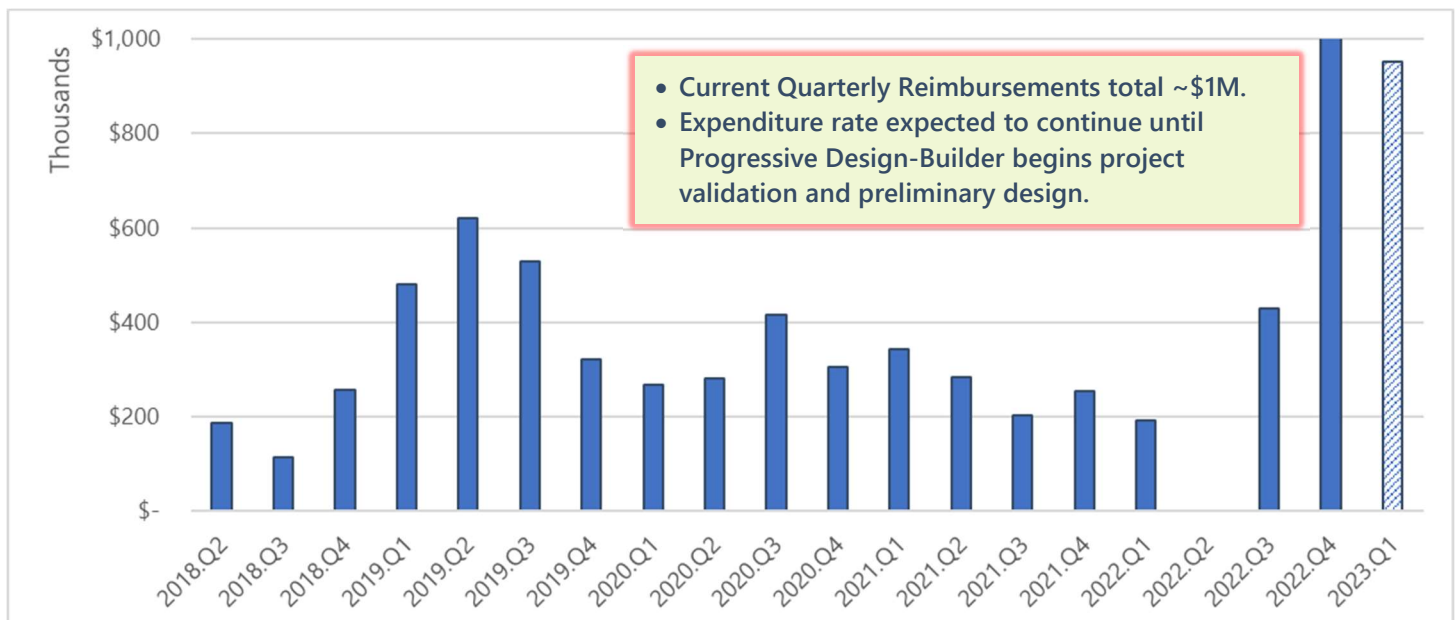
Current Fund Sources and Commitments

Fund	Type	Source	Fund Amount	Costs to Date	Remaining Commitments	Available Funding
HB2017	Grants	State - OR	\$5,000,000	\$4,998,073	\$0	\$0
WA SB 5165	Grants	State - WA	\$5,000,000	\$2,206,405	\$3,887,372	-\$1,093,777
ARPA	Grants	State - OR	\$5,000,000	\$321,717	\$28,283	\$4,650,000
BUILD Planning Grant	Grants	Federal	\$5,000,000	\$0	\$0	\$5,000,000
Toll Revenue	Toll	Local	\$229,209	\$229,209	TBD	TBD
			\$20,229,209	\$7,755,404	\$3,915,655	\$8,556,223

Grant Usage and Reimbursement



Grant Reimbursements by Quarter





PROJECT PLANNING – NEPA

- This Phase Report covers mostly historical costs related to project planning from 2017 to present.

Timeline

2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Planning / FEIS		★ ROD								
Governance		★ HRWSBA Established								

Budget Status

SUB-PHASE	Budget	Authorized	Period Costs	Costs to Date	Remaining
Port Planning Oversight	\$1,138,963	\$1,138,963	\$11,541	\$1,097,952	\$41,011
Professional Services	\$5,361,037	\$5,361,037	\$46,195	\$5,236,379	\$124,658
TOTAL	\$6,500,000	\$6,500,000	\$57,736	\$6,334,331	\$165,669

Planning Phase Expenditures



Planning Phase Expenditures by Cost Category

Cost Category	Amount
WSP	\$3,463,523
Port Staff Support	\$905,411
Steve Siegel	\$733,234
ODOT	\$397,957
Professional Services	\$202,560
Legal	\$116,974
Lobbying	\$107,494
Travel & Meetings	\$106,213
OTAK	\$69,253
ARUP	\$68,373
Traffic / Tolls	\$64,280
Port Miscellaneous	\$42,180
Advertising	\$41,692
Total	\$6,319,144

- A summary of the major costs by cost category are provided in the table to the left.
- Remaining costs in this Phase are non-RBMC costs associated with finalizing the FEIS and ROD, and lobbying for funding.
- This Phase is expected to complete by the end of calendar year 2023.



PROJECT MANAGEMENT & ADMINISTRATION

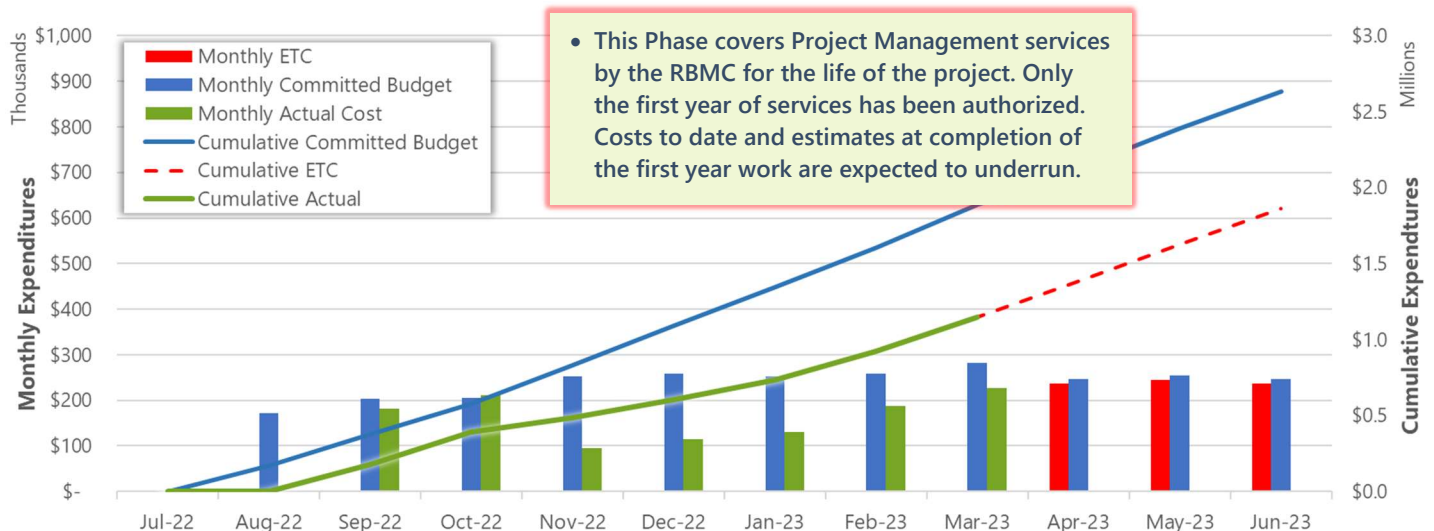
Timeline



Budget Status

WORK PACKAGE	Budget	Authorized	Period Costs	Costs to Date	Remaining
Management & Admin.	\$24,055,702	\$1,542,780	\$111,744	\$667,819	\$874,961
Management & Administration	\$19,905,702	\$1,094,000	\$99,052	\$582,592	\$511,408
Budget & Cost Estimating	\$600,000	\$25,461	\$3,183	\$9,124	\$16,337
Change Management	\$450,000	\$25,461	\$0	\$0	\$25,461
Project Controls	\$1,600,000	\$171,527	\$4,668	\$62,275	\$109,252
Quality Assurance	\$800,000	\$94,957	\$3,992	\$12,979	\$81,978
Risk Management	\$700,000	\$131,374	\$849	\$849	\$130,525
Funding, Finance, & Tolling	\$2,940,000	\$781,928	\$60,406	\$298,132	\$483,796
Financial Plan	\$1,165,000	\$156,346	\$10,415	\$126,056	\$30,290
Tolling	\$825,000	\$301,040	\$12,251	\$31,187	\$269,853
Funding	\$500,000	\$36,777	\$0	\$0	\$36,777
Competitive Grant Services	\$450,000	\$287,765	\$37,740	\$140,889	\$146,876
Public Involvement	\$2,450,000	\$335,119	\$55,398	\$182,483	\$152,636
Brand Management	\$200,000	\$52,981	\$12,401	\$33,765	\$19,216
Public Involvement	\$2,250,000	\$282,138	\$42,997	\$148,718	\$133,420
Progressive Design Build Oversight	\$8,250,000	\$0	\$0	\$0	\$0
Phase 1A Oversight	\$1,250,000	\$0	\$0	\$0	\$0
Phase 1B Oversight	\$2,000,000	\$0	\$0	\$0	\$0
Phase 2 Oversight	\$5,000,000	\$0	\$0	\$0	\$0
TOTAL	\$37,695,702	\$2,659,827	\$227,548	\$1,148,434	\$1,511,393

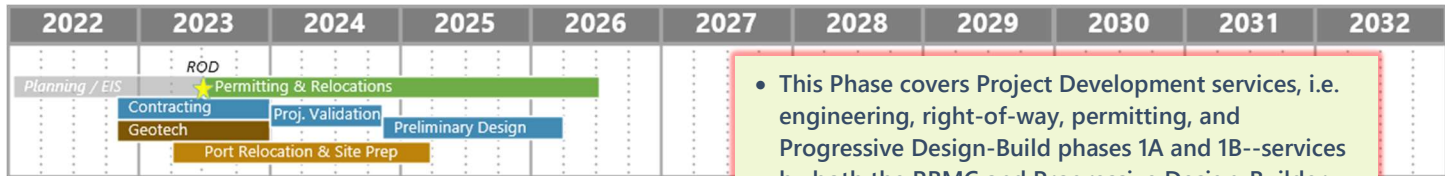
Phase Performance - Authorized Work





PROJECT DEVELOPMENT

Timeline

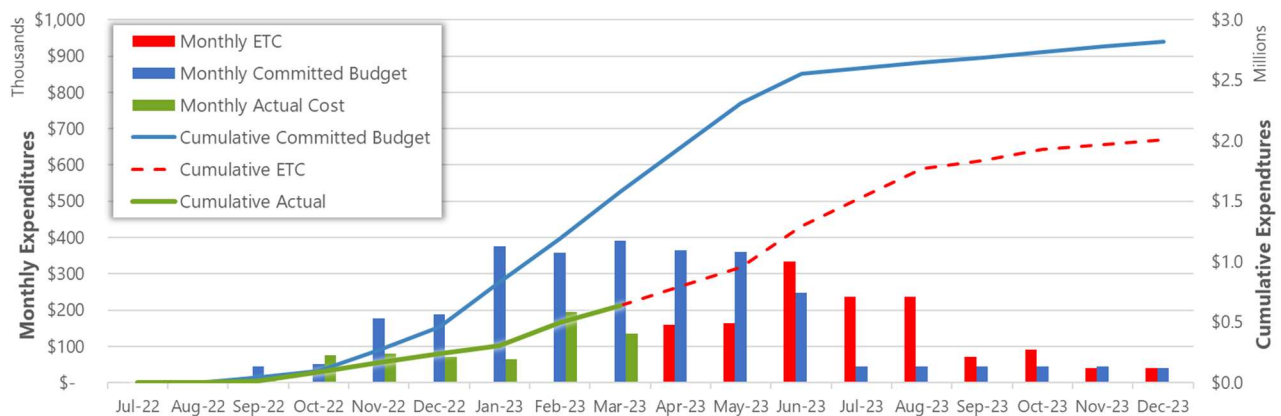


- This Phase covers Project Development services, i.e. engineering, right-of-way, permitting, and Progressive Design-Build phases 1A and 1B--services by both the RBMC and Progressive Design-Builder.
- Authorized work for the first year is underrunning.

Budget Status

WORK PACKAGE	Budget	Authorized	Period Costs	Costs to Date	Remaining
Preliminary Engineering	\$1,804,526	\$1,135,549	\$28,216	\$161,311	\$974,238
Preliminary Engineering	\$297,026	\$297,026	\$50,761	\$108,897	\$188,129
Constructability & Staging	\$63,774	\$63,774	\$1,974	\$13,250	\$50,524
Geotechnical	\$1,100,001	\$924,143	\$18,039	\$138,116	\$786,027
Survey	\$93,726	\$93,726	\$8,203	\$9,944	\$83,782
Utilities	\$249,999	\$53,906	\$0	\$0	\$53,906
Env. & Regulatory Compliance	\$9,115,559	\$784,022	\$34,208	\$226,365	\$557,657
Environmental Compliance	\$1,017,738	\$81,049	\$2,481	\$40,566	\$40,483
Railroad Coordination	\$1,582,262	\$82,262	\$5,590	\$6,708	\$75,554
Regulatory Compliance	\$600,000	\$131,585	\$5,841	\$75,473	\$56,112
Tribal Coordination	\$750,000	\$489,126	\$20,296	\$103,618	\$385,508
Mitigation	\$5,165,559	\$0	\$0	\$0	\$0
Right of Way	\$5,768,970	\$34,731	\$2,135	\$4,117	\$30,614
Acquisitions	\$2,500,000	\$34,731	\$2,135	\$4,117	\$30,614
Leases	\$706,470	\$0	\$0	\$0	\$0
Relocations	\$2,562,500	\$0	\$0	\$0	\$0
Procurement	\$668,485	\$568,485	\$19,557	\$134,375	\$434,110
Delivery Method Selection	\$205,379	\$205,379	\$14,879	\$116,809	\$88,570
PDB Procurement	\$463,106	\$363,106	\$4,677	\$17,566	\$345,540
Progressive Design Build Work	\$15,334,536	\$0	\$0	\$0	\$0
Project Validation	\$2,542,342	\$0	\$0	\$0	\$0
Preliminary Design	\$12,792,194	\$0	\$0	\$0	\$0
TOTAL	\$32,692,076	\$2,522,787	\$84,116	\$526,167	\$1,996,620

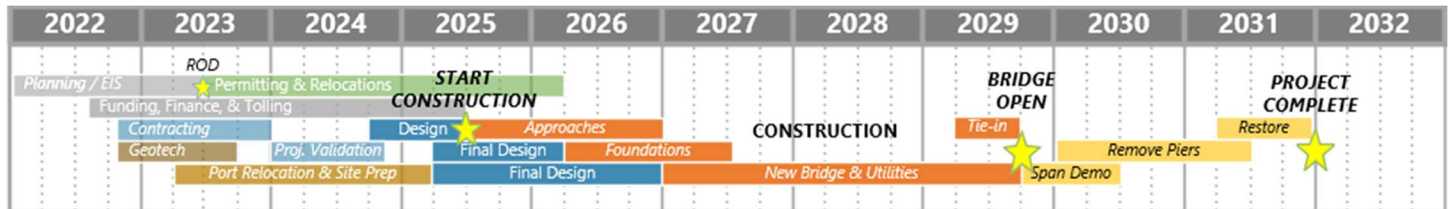
Phase Performance – Authorized Work





PROJECT DELIVERY – FINAL DESIGN & CONSTRUCTION

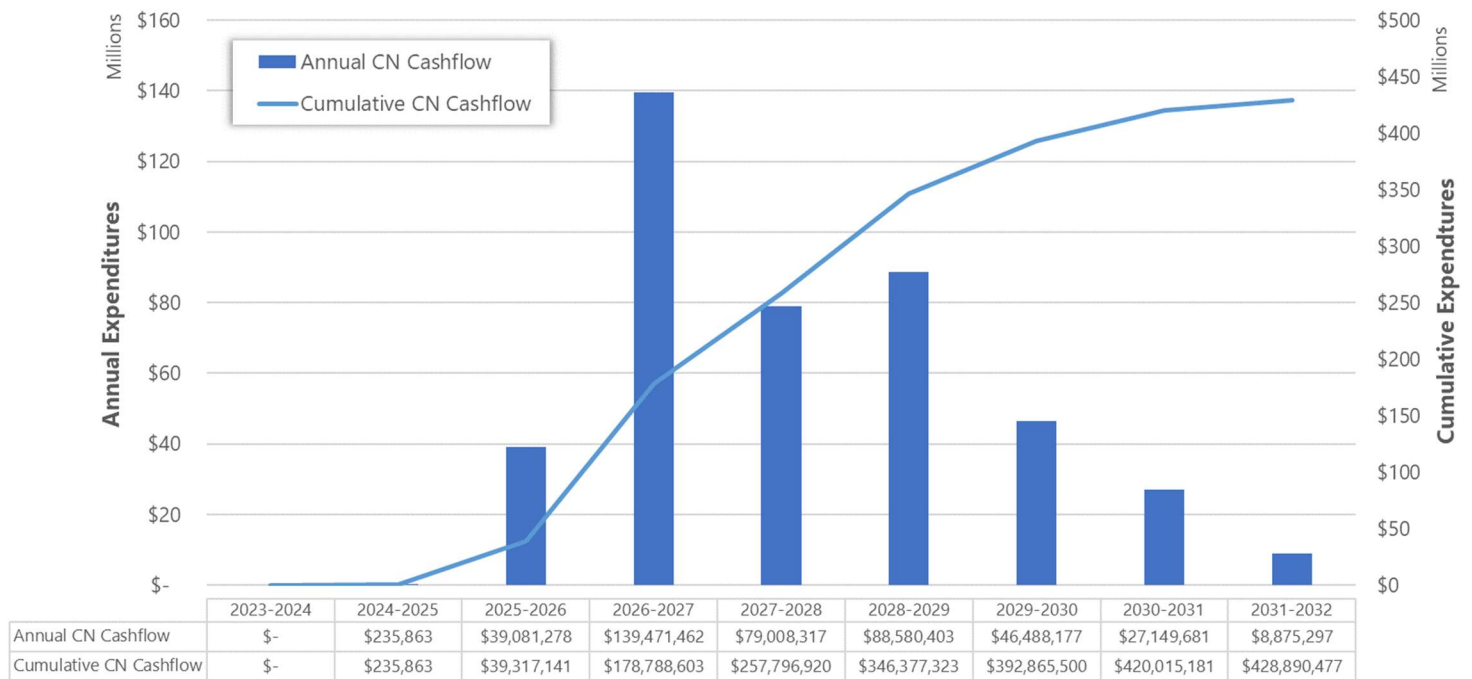
Timeline



Budget Status

Work Package	Budgeting Basis	Working Budget	Authorized Budget	Costs to Date	Authorized Remaining
Final Design		\$5,084,684	\$0	\$0	\$0
Phase 2 Final Design	CN Base * 2%	\$5,084,684			
Construction		\$421,323,938	\$0	\$0	\$0
General Construction	CN Base	\$254,234,207			
Toll Facilities	WAG	\$2,000,000			
Design Support	(Base+Contingency)*1%	\$3,259,283			
Contingency	Base * 30% - draws	\$71,694,046			
Escalation	4%/yr	\$90,136,402			
TOTAL		\$426,408,622	\$0	\$0	\$0

Delivery Phase Estimated Cashflow



- This Phase covers the final design 90-100%, construction of the new bridge, and demolition of the existing bridge.
- Estimates for this Phase will be updated during the Project Validation and Preliminary Design phases.
- The Working Budget and Budgeting Basis are based on the 2021 Project Cost Estimate (PCE).
- Work is not expected to begin on this phase until 2025.



RBMC CONTRACT FINANCIAL SUMMARY

- This page covers just the RBMC contract.
- The 1st table below summarizes the authorized RBMC budget. The 2nd table and chart show performance.

Contract Summary

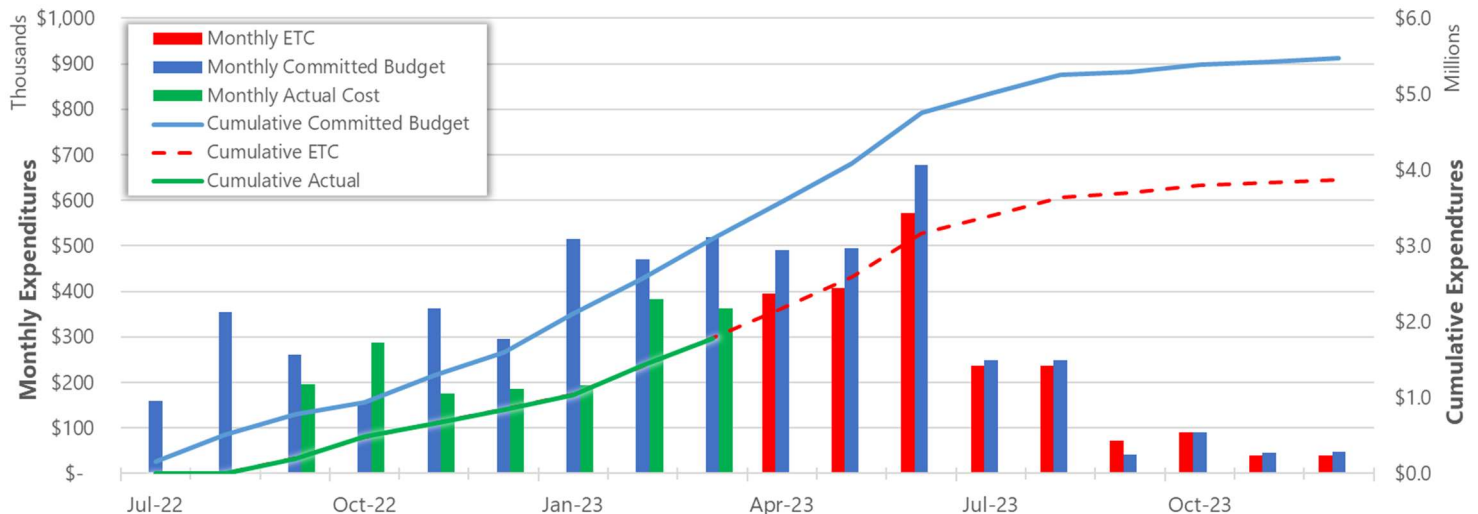
Task	Task Title	Original Contract	Amendment 01	Amendment 02	Amendment 03	Total Budget
1	Project Management & Administration	\$487,762	\$421,431	\$0	\$0	\$909,194
2	Risk Management & Project Cost Estimate	\$73,128	\$83,913	\$0	\$0	\$157,040
3	Change Management	\$0	\$25,615	\$0	\$0	\$25,615
4	Quality	\$28,964	\$65,993	\$0	\$0	\$94,957
5	Project Controls	\$154,554	\$17,076	\$0	\$0	\$171,631
6	Communication	\$113,726	\$37,066	\$123,827	\$0	\$274,619
7	Funding, Financing and Tolling	\$205,798	\$35,609	\$540,622	\$0	\$782,030
8	Delivery Method	\$205,379	\$0	\$0	\$0	\$205,379
9	Environmental & Regulatory	\$205,783	\$136,954	\$441,285	\$0	\$784,022
10	Right-Of-Way	\$7,186	\$8,730	\$0	\$0	\$15,916
11	Engineering	\$34,812	\$1,093,668	\$0	-\$261,537	\$866,943
12	Construction	\$25,510	\$38,265	\$0	\$0	\$63,774
13	Contracting	\$101,608	\$0	\$0	\$261,498	\$363,106
99	Direct Expenses	\$95,697	\$569,750	\$98,400	\$38	\$763,885
	TOTAL	\$1,739,908	\$2,534,069	\$1,204,134	\$0	\$5,478,110

- Estimates at Completion indicate a notable underrun for first year work.
- A 3-year workplan is in development which will include a budget deobligation for unused budget (see Variance at Completion below).

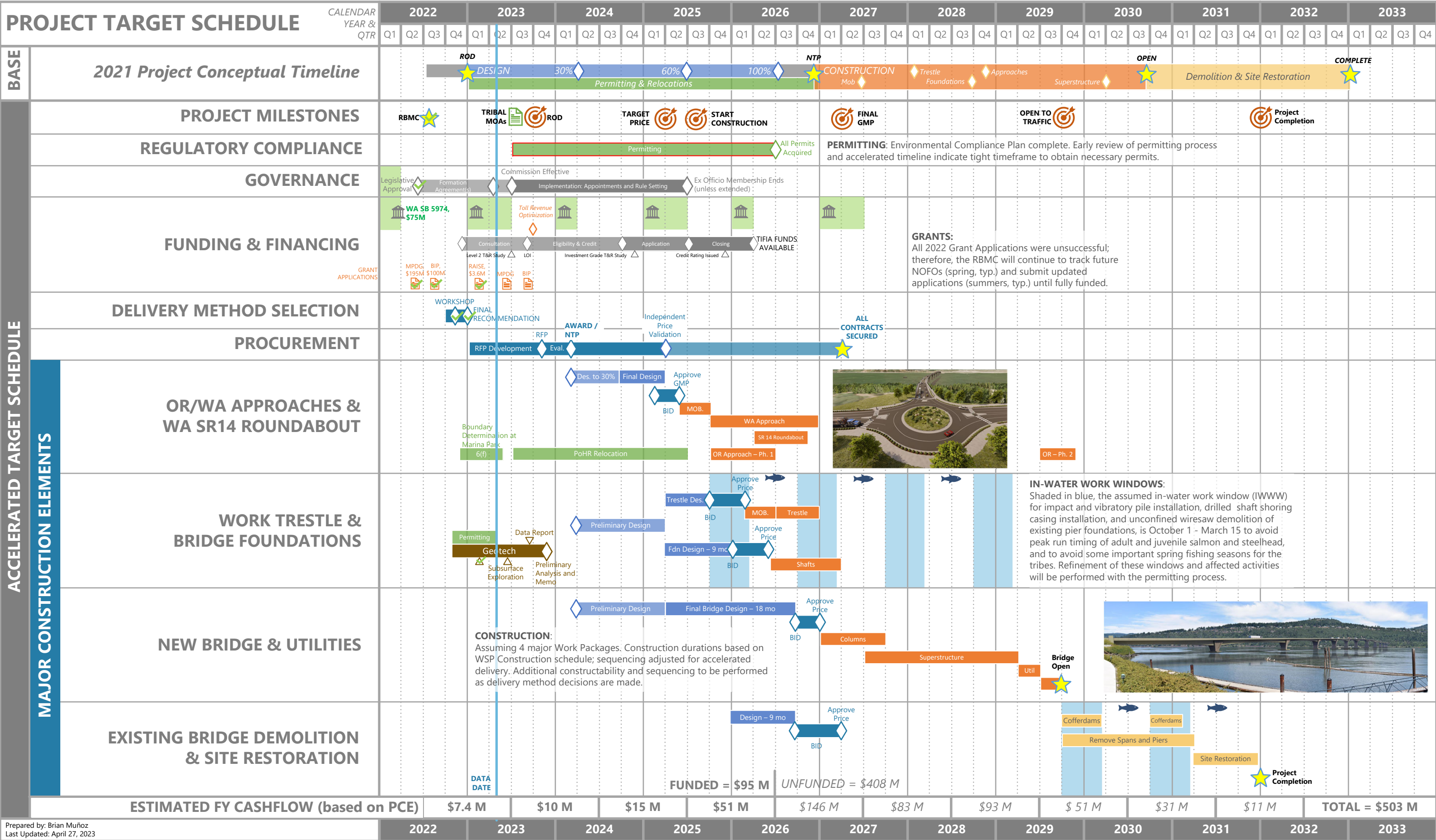
Contract Status

Task	Task Title	Allocated Budget	Invoiced Amount	Percent Spent	Remaining Budget	Estimate to Complete	Estimate at Completion	Variance at Completion
1	Project Management & Administration	\$909,194	\$539,619	59%	\$369,575	\$260,000	\$799,619	\$109,575
2	Risk Management & Project Cost Estimate	\$157,040	\$9,972	6%	\$147,068	\$30,000	\$39,972	\$117,068
3	Change Management	\$25,615	\$0	0%	\$25,615	\$5,000	\$5,000	\$20,615
4	Quality	\$94,957	\$12,979	14%	\$81,978	\$15,000	\$27,979	\$66,978
5	Project Controls	\$171,631	\$62,275	36%	\$109,356	\$61,500	\$123,775	\$47,856
6	Communication	\$274,619	\$160,544	58%	\$114,075	\$90,000	\$250,544	\$24,075
7	Funding, Financing and Tolling	\$782,030	\$298,132	38%	\$483,897	\$215,000	\$513,132	\$268,897
8	Delivery Method	\$205,379	\$116,809	57%	\$88,570	\$0	\$116,809	\$88,570
9	Environmental & Regulatory	\$784,022	\$226,365	29%	\$557,657	\$180,500	\$406,865	\$377,157
10	Right-Of-Way	\$15,916	\$4,117	26%	\$11,799	\$12,000	\$16,117	-\$201
11	Engineering	\$866,943	\$235,225	27%	\$631,718	\$384,000	\$619,225	\$247,718
12	Construction	\$63,774	\$13,250	21%	\$50,525	\$21,000	\$34,250	\$29,525
13	Contracting	\$363,106	\$17,566	5%	\$345,540	\$290,000	\$307,566	\$55,540
99	Direct Expenses	\$763,885	\$86,645	11%	\$677,240	\$537,000	\$623,645	\$140,240
	TOTAL	\$5,478,110	\$1,783,498	33%	\$3,694,612	\$2,101,000	\$3,884,498	\$1,593,612

Contract Performance



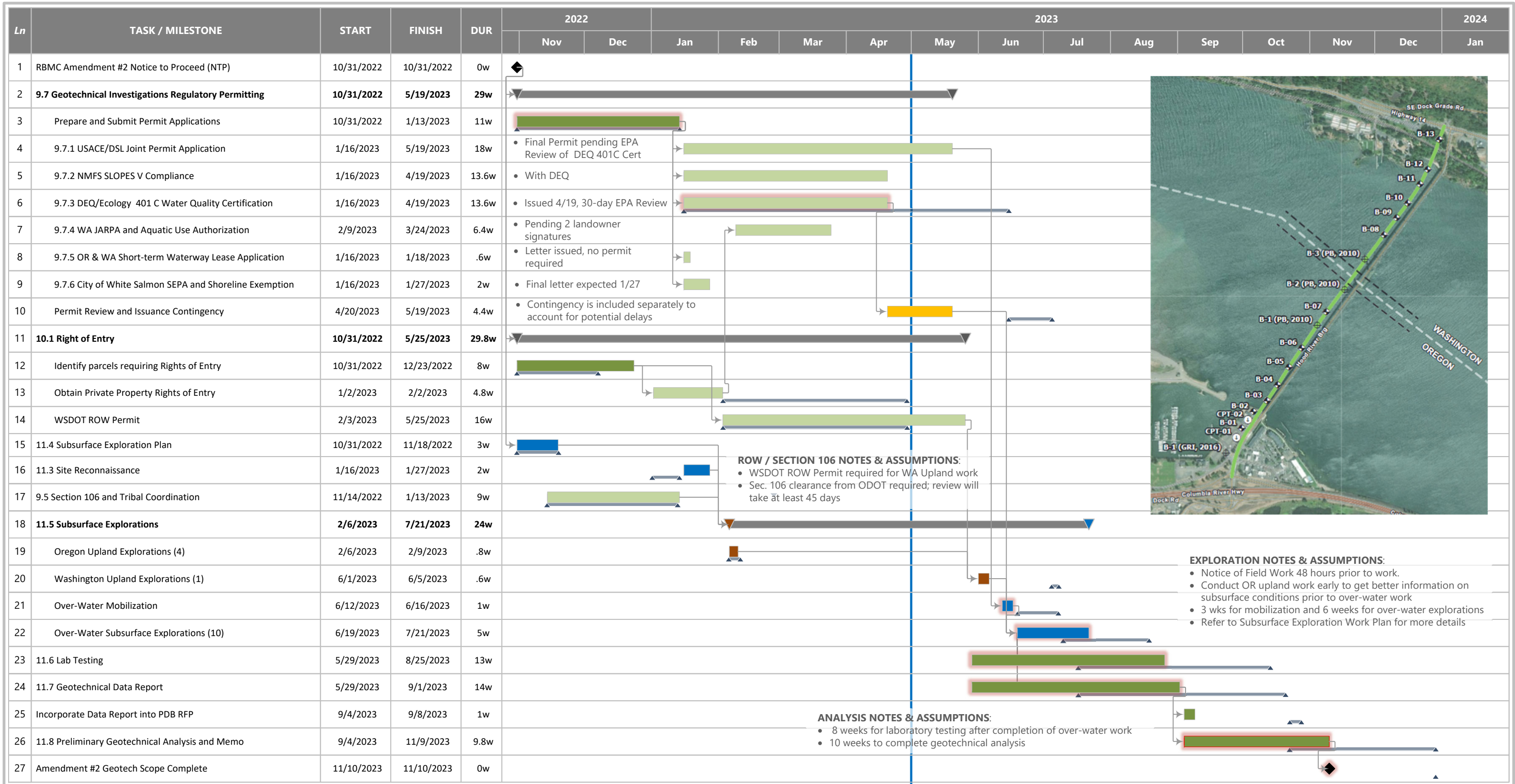
HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT PROJECT



Prepared by: Brian Muñoz
Last Updated: April 27, 2023

Geotechnical Subsurface Explorations Schedule

Schedule Date: 05/01/2023



Data Date

Funding, Finance, & Tolling Summary Schedule – Financial Planning and Competitive Grant Services

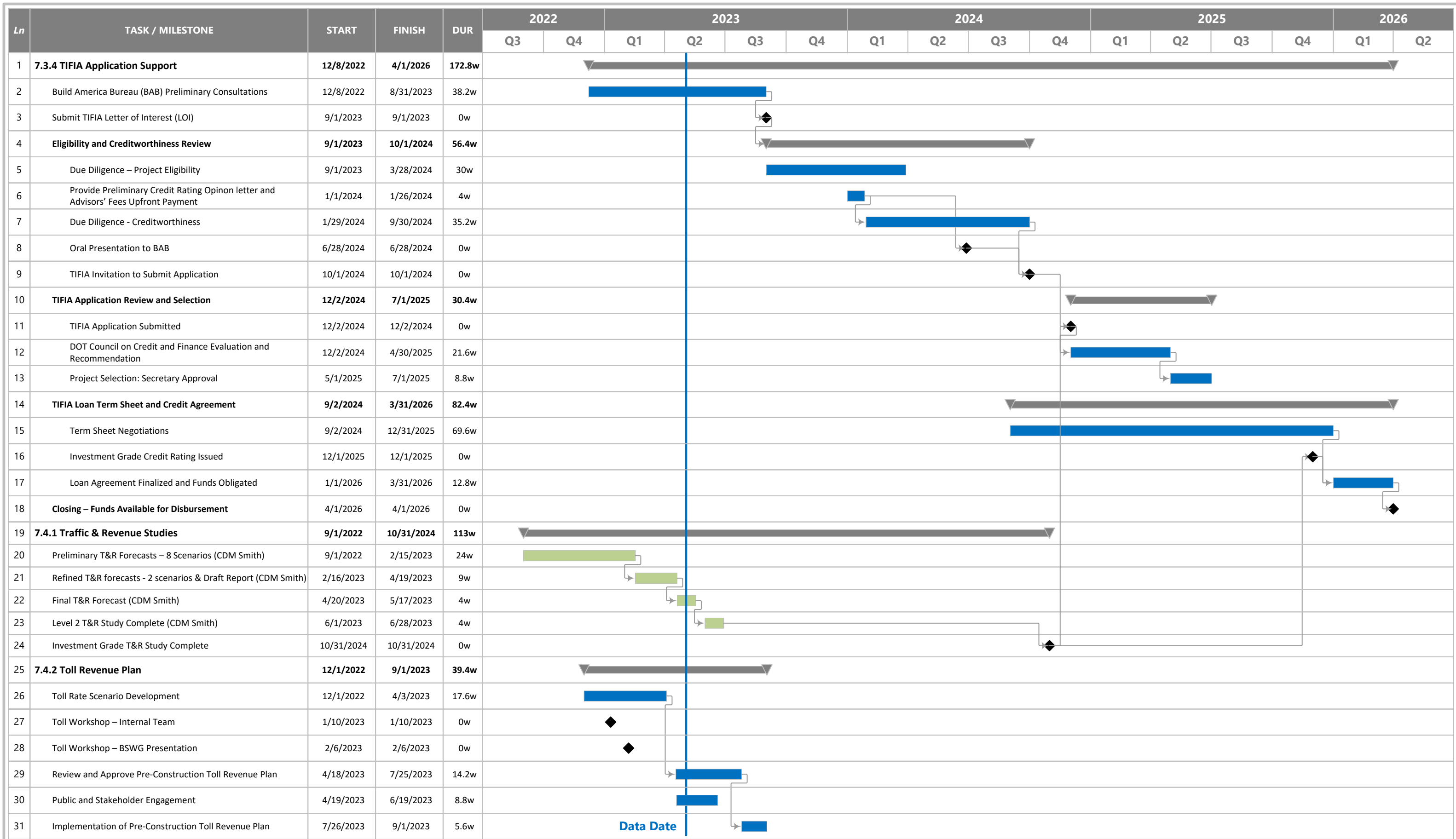
Schedule Date: 05/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	2022		2023				2024				2025				2026	
					Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	7.1 Financial Planning / Modeling & Scenarios	1/2/2023	2/5/2024	57w																
2	Develop Initial Project Financial Plan	1/2/2023	11/3/2023	44w																
3	Draft Review Initial Project Financial Plan	11/6/2023	2/2/2024	13w																
4	Submit Initial Project Financial Plan	2/5/2024	2/5/2024	0w																
5	7.2 Workshops – refer to 7.4.2	1/10/2023	2/6/2023	3.8w																
6	Tolling Workshop – Internal Team	1/10/2023	1/10/2023	0w																
7	Tolling Workshop – BSWG	2/6/2023	2/6/2023	0w																
8	7.3 Competitive Grant Services	3/3/2021	12/31/2026	304.4w																
9	7.3.1 Grant Applications	5/23/2022	9/15/2023	69w																
10	BIP Grant Submission - 2022	8/9/2022	8/9/2022	0w																
11	INFRA/MEGA/RURAL Grant Application - 2022	5/23/2022	5/23/2022	0w																
12	Grant Application Lessons Learned	2/1/2023	2/21/2023	3w																
13	Update Benefit Cost Analysis (BCA)	3/3/2023	5/15/2023	10.4w																
14	RAISE Grant Application - 2023	11/30/2022	2/28/2023	13w																
15	DOL Grant	4/5/2023	7/7/2023	13.6w																
16	INFRA/MEGA/RURAL Grant Application - 2023	5/5/2023	7/27/2023	12w																
17	BIP Grant Application - 2023	5/11/2023	8/9/2023	13w																
18	SS4A Grant Application - 2023	5/16/2023	9/15/2023	17.8w																
19	7.3.2 Grant Advocacy	1/2/2023	9/15/2023	37w																
20	7.3.3 Grant Agreements, Admin, and Reporting	3/3/2021	12/31/2026	304.4w																
21	OR ARPA Grant Funds Available (\$5M)	3/3/2021	12/31/2026	304.4w																
22	WA SB 5165 Grant Funds Available (\$5M)	2/2/2022	6/30/2025	177.8w																
23	USDOT BUILD Grant Funds Available (\$5M)	9/23/2022	3/25/2026	182.8w																
24	State Legislative Funding Strategy (in development)	1/9/2023	6/27/2025	129w																
25	Oregon Legislative Funding Strategy 2023	1/17/2023	6/23/2023	22.8w																
26	Washington Funding Strategy 2023	1/9/2023	4/24/2023	15.2w																
27	Oregon Legislative Funding Strategy 2024	1/16/2024	2/21/2024	5.4w																
28	Washington Legislative Funding Strategy 2024	1/8/2024	3/7/2024	8.8w																
29	Oregon Legislative Funding Strategy 2025	1/21/2025	6/27/2025	22.8w																
30	Washington Legislative Funding Strategy 2025	1/13/2025	4/28/2025	15.2w																

Data Date

Funding, Finance, & Tolling Summary Schedule – TIFIA and Tolling

Schedule Date: 05/01/2023



Treaty MOA Development – Summary Schedule

Schedule Date: 05/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	2022		2023											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
1	Yakama Nation	12/1/2022	8/3/2023	246d	[Timeline bar from Dec 2022 to Aug 2023]													
2	ODOT Review	12/1/2022	12/31/2022	31d	[Green bar from Dec 1 to Dec 31, 2022]													
3	Responses to ODOT Comments	1/1/2023	1/18/2023	18d	[Green bar from Jan 1 to Jan 18, 2023]													
4	Kickoff Meeting with Tribe	2/28/2023	2/28/2023	1d	[Blue vertical bar on Feb 28, 2023]													
5	Tribal Review and Comment	1/19/2023	5/15/2023	117d	[Blue bar from Jan 19 to May 15, 2023]													
6	Response to Comments	5/16/2023	5/29/2023	14d	[Green bar from May 16 to May 29, 2023]													
7	Negotiations with Tribe	5/28/2023	5/28/2023	1d	[Blue vertical bar on May 28, 2023]													
8	Submit 2nd Draft for Review	5/30/2023	5/30/2023	0d	[Black diamond on May 30, 2023]													
9	ODOT & FHWA Final Review	5/30/2023	6/12/2023	14d	[Green bar from May 30 to Jun 12, 2023]													
10	Tribal Review and Final Comments	6/13/2023	7/12/2023	30d	[Blue bar from Jun 13 to Jul 12, 2023]													
11	Response to Comments	7/13/2023	7/19/2023	7d	[Green bar from Jul 13 to Jul 19, 2023]													
12	Final Negotiations with Tribe	7/20/2023	7/20/2023	1d	[Blue vertical bar on Jul 20, 2023]													
13	Final Draft MOA	7/21/2023	7/21/2023	0d	[Black diamond on Jul 21, 2023]													
14	BWSG Recommendation / Approval	7/21/2023	7/27/2023	7d	[Green bar from Jul 21 to Jul 27, 2023]													
15	Sign and Execute MOA	7/28/2023	8/3/2023	7d	[Green bar from Jul 28 to Aug 3, 2023]													
16	Confederated Tribes of the Umatilla Indian Reservation	11/28/2022	6/22/2023	207d	[Timeline bar from Nov 2022 to Jun 2023]													
17	Draft MOAs Development	11/28/2022	1/6/2023	40d	[Green bar from Nov 28 to Jan 6, 2023]													
18	ODOT Review	1/7/2023	1/27/2023	21d	[Green bar from Jan 7 to Jan 27, 2023]													
19	Follow-up Meeting with Tribe	4/5/2023	4/5/2023	1d	[Blue vertical bar on Apr 5, 2023]													
20	Tribal Review and Comment	1/28/2023	4/12/2023	75d	[Blue bar from Jan 28 to Apr 12, 2023]													
21	Response to Comments / Negotiations	4/13/2023	4/17/2023	5d	[Green bar from Apr 13 to Apr 17, 2023]													
22	Submit 2nd Draft for Review	4/18/2023	4/18/2023	0d	[Black diamond on Apr 18, 2023]													
23	ODOT & FHWA Final Review	4/18/2023	4/24/2023	7d	[Green bar from Apr 18 to Apr 24, 2023]													
24	Tribal Review and Final Comments	4/25/2023	5/24/2023	30d	[Blue bar from Apr 25 to May 24, 2023]													
25	Response to Comments	5/25/2023	6/7/2023	14d	[Green bar from May 25 to Jun 7, 2023]													
26	Final Negotiations with Tribe	6/8/2023	6/8/2023	1d	[Blue vertical bar on Jun 8, 2023]													
27	Final Draft MOA	6/9/2023	6/9/2023	0d	[Black diamond on Jun 9, 2023]													
28	BSWG Recommendation / Approval	6/9/2023	6/15/2023	7d	[Green bar from Jun 9 to Jun 15, 2023]													
29	Sign and Execute MOAs	6/16/2023	6/22/2023	7d	[Green bar from Jun 16 to Jun 22, 2023]													

Data Date

TARGET

Treaty MOA Development – Summary Schedule

Schedule Date: 05/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	2022		2023											
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
1	Nez Perce Tribe	11/28/2022	8/30/2023	276d	[Summary bar for Nez Perce Tribe]													
2	Draft MOAs Development	11/28/2022	12/27/2022	30d	[Green bar]													
3	ODOT Review	12/28/2022	1/17/2023	21d		[Green bar]												
4	Kickoff Meeting with Tribe	6/6/2023	6/6/2023	1d														
5	Tribal Reviews and Comments	2/2/2023	6/20/2023	139d			[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	[Blue bar]	
6	Response to Comments / Negotiations	6/21/2023	6/30/2023	10d														
7	Negotiations with Tribe	6/28/2023	6/28/2023	1d														
8	Submit 2nd Draft for Review	6/29/2023	6/29/2023	0d														
9	ODOT & FHWA Final Review	7/1/2023	7/10/2023	10d														
10	Tribal Reviews and Final Comments	7/11/2023	8/9/2023	30d														
11	Response to Comments / Negotiations	8/10/2023	8/19/2023	10d														
12	Final Negotiations with Tribe	8/20/2023	8/20/2023	1d														
13	Final Draft MOA	8/21/2023	8/21/2023	0d														
14	BSWG Recommendation / Approval	8/21/2023	8/25/2023	5d														
15	Sign and Execute MOAs	8/26/2023	8/30/2023	5d														
16	Confederated Tribes of Warm Springs	12/7/2022	7/15/2023	221d	[Summary bar for Confederated Tribes of Warm Springs]													
17	Draft MOA Development	12/7/2022	1/5/2023	30d	[Green bar]													
18	ODOT Review	1/6/2023	2/4/2023	30d		[Green bar]												
19	Kickoff Meeting with Tribe	4/11/2023	4/11/2023	1d														
20	Tribal Review and Comments	4/12/2023	5/11/2023	30d														
21	Response to Comments	5/12/2023	5/25/2023	14d														
22	Negotiations with Tribe	5/20/2023	5/20/2023	1d														
23	Submit 2nd Draft for Review	5/26/2023	5/26/2023	0d														
24	ODOT & FHWA Final Review	5/26/2023	6/4/2023	10d														
25	Tribal Review and Final Comments	6/5/2023	6/24/2023	20d														
26	Response to Comments	6/25/2023	7/4/2023	10d														
27	Final Negotiations with Tribe	7/5/2023	7/5/2023	1d														
28	Final Draft MOA	7/6/2023	7/6/2023	0d														
29	BSWG Recommendation / Approval	7/6/2023	7/10/2023	5d														
30	Sign and Execute MOA	7/11/2023	7/15/2023	5d														

Data Date

TARGET

RESOLUTION NO. 2023-004

A RESOLUTION OF THE CITY OF BINGEN ADOPTING THE HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY COMMISSION FORMATION AGREEMENT

WHEREAS, The Hood River-White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River, is obsolete and needs to be replaced with a new interstate bridge connecting Hood River and White Salmon (the “Replacement Bridge”); and,

WHEREAS, In October 2020 the City of White Salmon, City of Bingen, and Klickitat County, Washington and City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively the “Parties”) entered a memorandum of understanding establishing the Bi-State Working Group to cooperatively guide the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was established; and,

WHEREAS, In 2021 the Bi-State Working Group concluded that the preferred long-term governance structure for the Replacement Bridge is an independent bi-state bridge authority, and in 2022 proposed legislation in Oregon and Washington authorizing the formation of such a bi-state authority; and,

WHEREAS, In June 2022 Chapter 7, Oregon 2022 Laws and Chapter 89, Washington Laws of 2022 become effective, allowing local governments to enter a Commission Formation Agreement to charter and form an independent, bi-state bridge authority to design, construct, finance, operate, maintain, toll, govern, and own an interstate bridge; and,

WHEREAS, The Parties now desire, by entering a Commission Formation Agreement under the authority granted by the 2022 Acts, to form and charter the Hood River – White Salmon Bridge Authority as an independent public body to govern the Replacement Bridge.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BINGEN, do hereby resolve as follows:

Section 1. The Council/Commission approves the *Commission Formation Agreement to Form and Charter the Hood River – White Salmon Bridge Authority*, attached as Exhibit 1 to this Resolution, and directs the Mayor to execute on behalf of the City the agreement, substantially in the form, shown in Exhibit 1.

Section 2. The Council/Commission authorizes the Mayor, or its designee to undertake the activities necessary or convenient to fulfill the City’s responsibilities under the Agreement.

ADOPTED by the City Council of the City of Bingen, Washington, and APPROVED by its Mayor, at a regularly scheduled open public meeting thereof this 18th day of April, 2023.



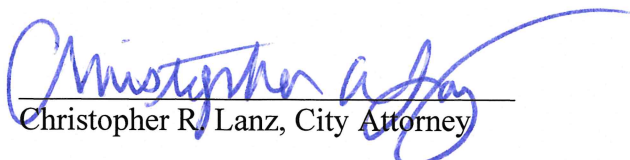
Catherine Kiewit, Mayor

Attest:



Krista Loney, City Administrator

Approved as to Form:



Christopher R. Lanz, City Attorney

FOR THE CITY OF BINGEN

Mayor Catherine Kiewit, City of Bingen

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF WHITE SALMON

Mayor Marla Keethler, City of White Salmon

Date: _____

Approved as to form:

City Attorney

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

FOR THE CITY OF HOOD RIVER



Mayor Paul Blackburn, City of Hood River

Date: 4/26/23

Approved as to form:

City Attorney

FOR HOOD RIVER COUNTY

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

FOR THE PORT OF HOOD RIVER

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY** (this "Agreement") is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Hood River-White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the "Existing Bridge"), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the "Replacement Bridge").
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the "Oregon Act") and Chapter 89, Washington Laws of 2022 (the "Washington Act") became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the "2022 Acts.")
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the "Charter") charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

- c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

- 1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.
- 1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River-White Salmon Bridge Authority

- 2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.
- 2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.
- 2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

- 3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:
 - a. The 2022 Acts;
 - b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;
 - c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and
 - d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.
- 3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.
- 3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.
- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the

Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the "Board") consisting of six voting members (the "Directors"), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate ("Alternate") for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - c. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - d. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor's term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission. Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.
- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum

is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.

- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board (“Ex Officio Members”) for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements, and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.
- 6.3. The Authority at all times must maintain directors’ and officers’ liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.
- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director

or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.
- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.

12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.

12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.

13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.

13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:

- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
- b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
- c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.

14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any

actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and
- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.

17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:

- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
- b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.

- c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
- d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

- 18.1. **Effective Date:** This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.
- 18.2. **Definitions:** Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.
- 18.3. **Relationship of Parties:** Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.
- 18.4. **No Competing River Crossings:** Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.
- 18.5. **Laws and Regulations:** The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. **Exhibits:** All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. **Amendments:** Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided

that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.

- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment. No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator, and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.
- 18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

Mayor Catherine Kiewit, City of Bingen

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF WHITE SALMON

Mayor Marla Keethler, City of White Salmon

Date: _____

Approved as to form:

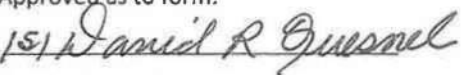
City Attorney

FOR KLICKITAT COUNTY



Chair Dan Christopher, Klickitat County

Date: 4-25-2023

Approved as to form:

County Counsel

FOR THE CITY OF HOOD RIVER

Mayor, Paul Blackburn, City of Hood River

Date: _____

Approved as to form:

City Attorney

FOR HOOD RIVER COUNTY

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

FOR THE PORT OF HOOD RIVER

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

EXHIBIT A
DEFINITIONS

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director's absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **"Construction"** or **"construct"** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate** or **Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively "Parties").
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term 'project sponsor' and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

Exhibit B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void, and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

9.1. The Executive Director is authorized to:

- a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
- b. Report at meetings of the Board on the activities of the Authority;
- c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
- d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
- e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, taking into account the results of any traffic and revenue studies prepared by qualified consultants,
- f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
- g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

Exhibit C:
Intergovernmental Transition Plan

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties
 - 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
 - 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
 - 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
 - 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.
- 2.** Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.
- 3. Capitalization of Authority**
- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
 - a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval, incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to temporarily or permanently fill the vacant position; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
- iii. Procure supplies or equipment needed by the Authority, if any.
- iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
- v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
- vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.

5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

Bi State Bridge Authority Addendum A

Board Member Nomination Process - Washington

I. Purpose of Process

This process outlines the methodology of both nominating and selection of Board Members to the newly formed Bi State Bridge Authority as defined in the CFA. The CFA states timing and duration of board membership. This process describes attributes and necessary responsibilities in staffing the Washington membership of the Bi State Bridge Authority.

II. Organizational Relationships

Klickitat County (within the state of Washington) has the responsibility to appoint the Washington members of the new Bi State Bridge Authority. Klickitat County will conduct a public nomination process to solicit prospective members for consideration, including requesting official nominations from the City of White Salmon and the City of Bingen. The City Council for White Salmon and the City Council for Bingen are expected to formally nominate candidates for consideration.

III. Efforts the New Board will Address

The new Bi State Bridge Authority will be responsible for design and construction of a replacement bridge and removal of the existing White Salmon- Hood River bridge. Once operational the Authority will be responsible for operations of the new bridge.

It is expected that the authority will evaluate and award contracts, hire and fire staff as needed. There will be extensive interfaces required with state and federal officials to obtain financing. The Authority will oversee significant interfaces by contractors and staff with various government agencies as permits are opened and closed, MOA's and MOU's are developed and executed through the life of construction.

A well-rounded Bi State Bridge Authority will best position the authority to successfully replace the local bridge in a timely manner as well as safely operate the new bridge in the best interest of the citizens and businesses on both sides of the river.

Scope control of the new bridge design as well as construction will be paramount in the control of the total project cost and schedule. This becomes even more critical in periods of inflation which the project now faces. Timely, well considered decisions will be imperative to success. Thus, board members must have the technical acumen to understand multiple issues that at times are not intuitively linked but can produce both positive and negative consequences.

There are two distinct phases that the board will have to address and manage. They are:

A. New Bridge Construction Configuration / Removal of Existing Bridge

1. Seek and obtain funding for the new bridge from a wide ranges of sources (State of Oregon, Washington, Federal, Loan and Bonds).
2. Selection of final bridge attributes (configuration, sizing, location, etc..)
3. Award and oversight of major contracts
4. Manage scope of the new bridge to the estimate and schedule baseline. Decide as needed scope adjustments to live within the budget.
5. Interface management with
 - a. a host of governmental and tribal government agencies
 - b. numerous public bodies
 - c. the general public as well as the Port of Hood River to ensure a safe construction period, ensuring the public and others are protected from heavy construction activities.
 - d. the Port/New Bridge required coordination activities. These will be numerous and will evolve during the entire period. Examples could include:
 - i. Having Port Executive Director act as the Executive Director of the Bi State Bridge Authority until a full time person can be hired.
 - ii. Having the Port finance staff process invoices for the replacement effort until such time as a staff is assembled under the new organization.
 - iii. Having the Port act as business manager receiving and paying out expenses from Bridge Authority accounts until such time as there is dedicated staff.
 - iv. Traffic coordination in and out of the Port as construction barges and such is moved in support of the construction effort.
 - v. Development of interface protocols as they relate to public use of Port facilities during construction.
 - vi. Coordinating with the Port Commission to set up financial reserves from existing and future Port activities (i.e. toll increases tied to new bridge reserves}.

8. Bridge Operation

The new Authority will be responsible for all aspects of bridge operation as set forth in the CFA.

IV. Nomination and Selection process:


The Klickitat County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates with terms as set forth in the CFA. Whenever a position is open, the Klickitat County Board of Commissioners will seek nominees from the City of White Salmon, the City of Bingen, and the general public. Klickitat County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of White Salmon or the City of Bingen, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Klickitat County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the new Bi State Bridge Authority. The County has the authority to award or not to award a particular candidate. Should official nominees from the City of White Salmon or the City of Bingen not be selected, then the chair of the Klickitat County Board of Commissioners will communicate to the Mayor or Chair in writing why the official nominee was not selected. This will be done within two weeks of member selection.

IN WITNESS WHEREOF, the parties here to have signed this agreement this 14th day of February 2023.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington



Dan Christopher, Chairman

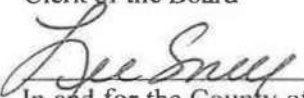


Jacob Anderson, Commissioner



Lori Zoller, Commissioner

ATTEST:
Clerk of the Board



In and for the County of Klickitat, State
of Washington

APPROVED AS TO FORM:

/S/ David R. Quesnel

Klickitat County Prosecuting Attorney

**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY** (this “Agreement”) is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Hood River White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the “Existing Bridge”), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the “Replacement Bridge”).
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act”) became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the “2022 Acts.”)
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the “Charter”) charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.

1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River White Salmon Bridge Authority

2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.

2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.

2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:

a. The 2022 Acts;

b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;

c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and

d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.

3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.

3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.

- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the “Board”) consisting of six voting members (the “Directors”), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate (“Alternate”) for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Be consistent with the guidance provided in Exhibit D;
 - c. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - d. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - e. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor’s term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission.

Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.

- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board (“Ex Officio Members”) for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.

- 6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.
- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has

declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee

shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.

12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.

12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.

13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.

13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:

- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
- b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
- c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.

14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and

- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.

17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:

- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
- b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
- c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
- d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.

18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.

18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.

18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with

the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.

- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment: No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party

and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

Mayor Catherine Kiewit, City of Bingen

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF WHITE SALMON

Mayor Marla Keethler, City of White Salmon

Date: _____

Approved as to form:

City Attorney

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

FOR THE CITY OF HOOD RIVER

Mayor Paul Blackburn, City of Hood River

Date: _____

Approved as to form:

City Attorney

FOR HOOD RIVER COUNTY

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

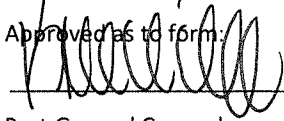
FOR THE PORT OF HOOD RIVER



President Ben Sheppard, Port of Hood River
Commission

Date: 2/21/23

Approved as to form:



Port General Counsel

**EXHIBIT A
DEFINITIONS**

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director’s absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **“Construction” or “construct”** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate or Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively “Parties”).
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term ‘project sponsor’ and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

EXHIBIT B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two-year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. Actions of the Board:

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
 - b. Report at meetings of the Board on the activities of the Authority;
 - c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
 - d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
 - e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, considering the results of any traffic and revenue studies prepared by qualified consultants;
 - f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
 - g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

EXHIBIT C
Intergovernmental Transition Plan

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties.
- 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded, and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
- 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
- 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
- 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.

2. Meetings

Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.

3. Capitalization of Authority

- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
 - a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval. incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to fill the vacant position temporarily or permanently; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall:
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
- iii. Procure supplies or equipment needed by the Authority, if any.
- iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
- v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
- vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.

5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

EXHIBIT D
Hood River and Klickitat County Nomination Guidance

I. Purpose of Guidance

This guidance outlines certain aspects of the nomination and selection process for Board Members to the Hood River White Salmon Bridge Authority (Bridge Authority) which the counties will incorporate into their respective rules and procedures. It also summarizes attributes and responsibilities of members of the Hood River White Salmon Bridge Authority which the counties can share with prospective nominees.

II. Organizational Relationships

Hood River County (within the state of Oregon) has the responsibility to appoint the Oregon members of the Bridge Authority. Hood River County will conduct a public nomination process to solicit prospective members for consideration, including requesting official nominations from the City of Hood River and the Port of Hood River. The Hood River City Council and the Port of Hood River Commission are expected to formally nominate candidates for consideration.

Klickitat County (within the state of Washington) has the responsibility to appoint the Washington members of the Bridge Authority. Klickitat County will conduct a public nomination process to solicit prospective members for consideration, including Bingen City Council and the White Salmon City Council are expected to formally nominate candidates for consideration.

III. Efforts the New Board will Address

The Bridge Authority will be responsible for design and construction of a replacement bridge and removal of the existing White Salmon – Hood River bridge. Once operational the Authority will be responsible for operations of the new bridge.

It is expected that the Bridge Authority will evaluate and award contracts, hire and fire staff as needed. There will be extensive interfaces required with state and federal officials to obtain financing. The Bridge Authority will oversee significant interfaces by contractors and staff with various government agencies as permits are opened and closed, MOAs and MOUs are developed and executed through the life of construction.

A well-rounded Bridge Authority will best position the authority to successfully replace the local bridge in a timely manner as well as safely operate the new bridge in the best interest of the citizens and businesses on both sides of the river.

Scope control of the new bridge design as well as construction will be paramount in the control of the total project cost and schedule. This becomes even more critical in periods of inflation which the project now faces. Timely, well considered decisions will be imperative to success. Thus, board members must have the technical acumen to understand multiple issues that at times are not intuitively linked but can produce both positive and negative consequences.

There are two distinct phases that the board will have to address and manage. They are:

A. New Bridge Construction Configuration / Removal of Existing Bridge

1. Seek and obtain funding for the new bridge from a wide range of sources (State of Oregon, Washington, Federal, Loan and Bonds).
2. Selection of final bridge attributes (configuration, sizing, location, etc.)
3. Award and oversight of major contracts

4. Manage scope of the new bridge to the estimate and schedule baseline. Decide as needed scope adjustments to live within the budget.
 5. Interface management with
 - a. a host of governmental and tribal government agencies
 - b. numerous public bodies
 - c. the general public as well as the Port of Hood River to ensure a safe construction period, ensuring the public and others are protected from heavy construction activities.
 - d. the Port/New Bridge required coordination activities. These will be numerous and will evolve during the entire period. Examples could include:
 - i. Having Port Executive Director act as the Executive Director of the Bi State Bridge Authority until a full-time person can be hired.
 - ii. Having the Port finance staff process invoices for the replacement effort until such time as a staff is assembled under the new organization.
 - iii. Having the Port act as business manager receiving and paying out expenses from Bridge Authority accounts until such time as there is dedicated staff.
 - iv. Traffic coordination in and out of the Port as construction barges and such is moved in support of the construction effort.
 - v. Development of interface protocols as they relate to public use of Port facilities during construction.
 - vi. Coordinating with the Port Commission to set up financial reserves from existing and future Port activities (i.e., toll increases tied to new bridge reserves).
- B. Bridge Operation. The Bridge Authority will be responsible for all aspects of bridge operation.

IV. Nomination and Selection process:

The Hood River County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Hood River County Board of Commissioners will seek nominees from the City of Hood River, the Port of Hood River, and the general public. Hood River County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Hood River or the Port of Hood River, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Hood River County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Hood River or the Port of Hood River not be selected, then the chair of the Hood River County Board of Commissioners will communicate to the Mayor or Chair in writing why the official nominee was not selected. This will be done within two weeks of member selection.

Once the new bridge is operational and the old bridge has been removed, the Port of Hood River will no longer have an official role in nomination of members to the Bridge Authority.

The Klickitat County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Klickitat County Board of Commissioners will seek nominees from the City of Bingen, the City of White Salmon, and the general public. Klickitat County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Bingen or the City of White Salmon, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Klickitat County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Bingen or the City of White Salmon not be selected, then the chair of the Klickitat County Board of Commissioners will communicate to the Mayor in writing why the official nominee was not selected. This will be done within two weeks of member selection.

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**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY** (this "Agreement") is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Hood River White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the "Existing Bridge"), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the "Replacement Bridge").
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the "Oregon Act") and Chapter 89, Washington Laws of 2022 (the "Washington Act") became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the "2022 Acts.")
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the "Charter") charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

- c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.

1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River White Salmon Bridge Authority

2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.

2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.

2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:

- a. The 2022 Acts;
- b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;
- c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and
- d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.

3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.

3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.

- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the "Board") consisting of six voting members (the "Directors"), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate ("Alternate") for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
- a. Be consistent with the requirements of this Charter;
 - b. Be consistent with the guidance provided in Exhibit D;
 - c. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - d. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - e. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor's term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission.

Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.

- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board ("Ex Officio Members") for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.

- 6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.
- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has

declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

- 10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

- 10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

- 11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

- 11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee

shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

- 12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.
- 12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.
- 12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

- 13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.
- 13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.
- 13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:
 - a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
 - b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
 - c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

- 14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.
- 14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and

- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.

17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:

- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
- b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
- c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
- d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.

18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.

18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.

18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with

the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.

- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment: No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party

and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

Mayor Catherine Kiewit, City of Bingen

Date: _____

Approved as to form:

City Attorney

FOR THE CITY OF WHITE SALMON



Mayor Marla Keethler, City of White Salmon

Date: 4/19/23

Approved as to form:

City Attorney

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

FOR THE CITY OF HOOD RIVER

Mayor Paul Blackburn, City of Hood River

Date: _____

Approved as to form:

City Attorney

FOR HOOD RIVER COUNTY

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

FOR THE PORT OF HOOD RIVER

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

EXHIBIT A
DEFINITIONS

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director's absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **"Construction" or "construct"** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate** or **Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively "Parties").
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term 'project sponsor' and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

EXHIBIT B

Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two-year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. Actions of the Board:

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

9.1. The Executive Director is authorized to:

- a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
- b. Report at meetings of the Board on the activities of the Authority;
- c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
- d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
- e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, considering the results of any traffic and revenue studies prepared by qualified consultants;
- f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
- g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

EXHIBIT C
Intergovernmental Transition Plan

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties.
- 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded, and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
- 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
- 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
- 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.

2. Meetings

Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.

3. Capitalization of Authority

- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:

- a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
- b. Subject to any federal or state agency approvals, and Port approval, incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to fill the vacant position temporarily or permanently; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall:
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
- iii. Procure supplies or equipment needed by the Authority, if any.
- iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
- v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
- vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.

5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

EXHIBIT D
Hood River and Klickitat County Nomination Guidance

I. Purpose of Guidance

This guidance outlines certain aspects of the nomination and selection process for Board Members to the Hood River White Salmon Bridge Authority (Bridge Authority) which the counties will incorporate into their respective rules and procedures. It also summarizes attributes and responsibilities of members of the Hood River White Salmon Bridge Authority which the counties can share with prospective nominees.

II. Organizational Relationships

Hood River County (within the state of Oregon) has the responsibility to appoint the Oregon members of the Bridge Authority. Hood River County will conduct a public nomination process to solicit prospective members for consideration, including requesting official nominations from the City of Hood River and the Port of Hood River. The Hood River City Council and the Port of Hood River Commission are expected to formally nominate candidates for consideration.

Klickitat County (within the state of Washington) has the responsibility to appoint the Washington members of the Bridge Authority. Klickitat County will conduct a public nomination process to solicit prospective members for consideration, including Bingen City Council and the White Salmon City Council are expected to formally nominate candidates for consideration.

III. Efforts the New Board will Address

The Bridge Authority will be responsible for design and construction of a replacement bridge and removal of the existing White Salmon – Hood River bridge. Once operational the Authority will be responsible for operations of the new bridge.

It is expected that the Bridge Authority will evaluate and award contracts, hire and fire staff as needed. There will be extensive interfaces required with state and federal officials to obtain financing. The Bridge Authority will oversee significant interfaces by contractors and staff with various government agencies as permits are opened and closed, MOAs and MOUs are developed and executed through the life of construction.

A well-rounded Bridge Authority will best position the authority to successfully replace the local bridge in a timely manner as well as safely operate the new bridge in the best interest of the citizens and businesses on both sides of the river.

Scope control of the new bridge design as well as construction will be paramount in the control of the total project cost and schedule. This becomes even more critical in periods of inflation which the project now faces. Timely, well considered decisions will be imperative to success. Thus, board members must have the technical acumen to understand multiple issues that at times are not intuitively linked but can produce both positive and negative consequences.

There are two distinct phases that the board will have to address and manage. They are:

A. New Bridge Construction Configuration / Removal of Existing Bridge

1. Seek and obtain funding for the new bridge from a wide range of sources (State of Oregon, Washington, Federal, Loan and Bonds).
2. Selection of final bridge attributes (configuration, sizing, location, etc.)
3. Award and oversight of major contracts

4. Manage scope of the new bridge to the estimate and schedule baseline. Decide as needed scope adjustments to live within the budget.
5. Interface management with
 - a. a host of governmental and tribal government agencies
 - b. numerous public bodies
 - c. the general public as well as the Port of Hood River to ensure a safe construction period, ensuring the public and others are protected from heavy construction activities.
 - d. the Port/New Bridge required coordination activities. These will be numerous and will evolve during the entire period. Examples could include:
 - i. Having Port Executive Director act as the Executive Director of the Bi State Bridge Authority until a full-time person can be hired.
 - ii. Having the Port finance staff process invoices for the replacement effort until such time as a staff is assembled under the new organization.
 - iii. Having the Port act as business manager receiving and paying out expenses from Bridge Authority accounts until such time as there is dedicated staff.
 - iv. Traffic coordination in and out of the Port as construction barges and such is moved in support of the construction effort.
 - v. Development of interface protocols as they relate to public use of Port facilities during construction.
 - vi. Coordinating with the Port Commission to set up financial reserves from existing and future Port activities (i.e., toll increases tied to new bridge reserves).

B. Bridge Operation. The Bridge Authority will be responsible for all aspects of bridge operation.

IV. Nomination and Selection process:

The Hood River County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Hood River County Board of Commissioners will seek nominees from the City of Hood River, the Port of Hood River, and the general public. Hood River County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Hood River or the Port of Hood River, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Hood River County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Hood River or the Port of Hood River not be selected, then the chair of the Hood River County Board of Commissioners will communicate to the Mayor or Chair in writing why the official nominee was not selected. This will be done within two weeks of member selection.

Once the new bridge is operational and the old bridge has been removed, the Port of Hood River will no longer have an official role in nomination of members to the Bridge Authority.

The Klickitat County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Klickitat County Board of Commissioners will seek nominees from the City of Bingen, the City of White Salmon, and the general public. Klickitat County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Bingen or the City of White Salmon, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Klickitat County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Bingen or the City of White Salmon not be selected, then the chair of the Klickitat County Board of Commissioners will communicate to the Mayor in writing why the official nominee was not selected. This will be done within two weeks of member selection.

-###-

PORT OF HOOD RIVER
Resolution No. 2022-23-13

**A RESOLUTION COMMENCING PUBLIC PROCESS FOR FUNDING
HOOD RIVER WHITE SALMON BRIDGE AUTHORITY ACTIVITIES**

WHEREAS, the Hood River White Salmon Interstate Bridge ("Bridge") is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River ("Port") must manage, maintain, inspect, and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses; AND

WHEREAS, the Bridge is beyond its design life, is functionally obsolete and insufficient for modern vehicle and marine freight configurations, and must be replaced as soon as possible; AND

WHEREAS, in January of 2021, the Port of Hood River and its partners the City of Hood River, Hood River County, City of Bingen, City of White Salmon, and Klickitat County formed the Bistate Working Group ("Working Group"), as a policy advisory committee to the Port Commission for all matters related to bridge replacement; AND

WHEREAS, the 81st State of Oregon Legislative Assembly during their 2022 Regular Session passed House Bill 4089 establishing statutory framework for local governments in Oregon and Washington to enter into a commission formation agreement to create a bistate governance commission to oversee construction, maintenance, repair, operation, renewal, financing and refinancing of new interstate toll bridge across the Columbia River; AND

WHEREAS, the 67th State of Washington Legislature during their 2022 Regular Session passed Substitute Senate Bill 5558, an Act relating to the bistate governance of interstate toll bridges owned by local governments; amending RCW 47.56.860; and adding a new chapter to Title 47 RCW that authorizes local governments to enter into a commission formation agreement to form and charter a commission for the independent bistate governmental authority with sufficient powers to efficiently and equitably develop, operate, maintain, toll, and finance the replacement bridge; AND

WHEREAS, at their February 21, 2023 Regular Session, the Port approved signing the Hood River White Salmon Bridge Authority Commission Formation Agreement; AND

WHEREAS, the Hood River White Salmon Bridge Authority ("Bridge Authority") is expected to begin operations on July 1, 2023; AND

WHEREAS, the Port is committed to ensuring the Bridge Authority can perform all activities needed for the successful completion of the project by its stated goal of October 2029; AND

WHEREAS, on February 6, 2023, the Working Group received the reported results of the Washington State Transportation Commission Traffic & Revenue Study that provided two scenarios to provide the necessary toll revenues for the Bridge Authority activities, including for the purpose of capitalizing reserves for federal toll bonds; AND

WHEREAS, the Working Group anticipates the project will need to raise \$70 - \$150 million in locally sourced funding to complete the project funding package; AND

WHEREAS, on April 3, 2023, the Working Group recommended the Port implement a toll increase rate schedule and timeline that would provide the adequate funding for the Bridge Authority activities; AND

WHEREAS, on April 4, 2023, the Port approved Resolution 2022-23-11 establishing a toll revenue use policy that would dedicate all toll revenues to only those costs associated with bridge operations, maintenance, repair, and replacement only by June 30, 2028; AND

WHEREAS, the Port seeks to implement the toll increase dedicated to the Hood River White Salmon Bridge Authority effective September 1, 2023; AND

WHEREAS, the incremental toll revenue from the 2023 toll increase will be placed in a separate fund to be used only for the payment of any expenditures associated with the Hood River-White Salmon Replacement Bridge; AND

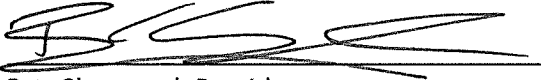
WHEREAS, the Port and the Working Group agree that a public process is necessary to move forward with approval and implementation of the toll increase to provide adequate opportunity for public input and delivery of public information; NOW, THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

The Port of Hood River staff and contract consultants from HNTB and JLA, in collaboration with the public officials currently serving on the Bistate Working Group, and in partnership with the Hood River White Salmon Bridge Authority upon its establishment, will immediately commence development and deployment of a public input process focused on providing funding for the Hood River White Salmon Bridge Authority activities and the toll increase rates, rules, and timeline for implementation.

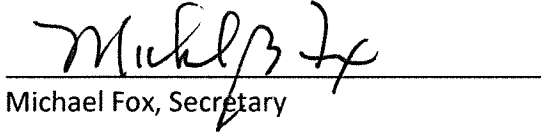
Adopted by the Board of Commissioners of the Port of Hood River this 18th day of April, 2023.

SIGNED

A handwritten signature in black ink, appearing to read 'B Sheppard', written over a horizontal line.

Ben Sheppard, President

ATTEST

A handwritten signature in black ink, appearing to read 'Michael Fox', written over a horizontal line.

Michael Fox, Secretary

PORT OF HOOD RIVER
Resolution No. 2022-23-14

A RESOLUTION ESTABLISHING A TOLLING REVENUES USE POLICY

WHEREAS, the Port of Hood River (the "Port") has owned and operated the Hood River White Salmon Interstate Bridge (the "Bridge") since 1950 and, in addition to Bridge operations and maintenance, has utilized a portion of toll revenue for economic development in the Port District through the development of the Hood River waterfront and other industrial and commercial properties; AND

WHEREAS, a portion of toll revenues have also been utilized to benefit the Hood River Airport, Hood River Marina, waterfront parks and recreation, and other Port property; AND

WHEREAS, the Port's bridge engineers' current Capital Maintenance Plan anticipates \$90 million in costs for capital repair and maintenance in the next 15 years; AND

WHEREAS, the Port Commission wishes to establish the goal that the Port will eventually generate adequate operating income to cover non-bridge activities and not rely on tolls as a source for those non-bridge activities; AND

WHEREAS, the Washington and Oregon legislature are currently in session and efforts are underway to secure significant funding for the replacement effort; AND

WHEREAS, the Port has been advised that some portion of bridge replacement funding is likely to be contingent upon the Port using tolls exclusively for bridge operations, repair, and replacement by no later than June 30, 2026; AND

WHEREAS, the Port Commission supports the efforts of our government affairs consultants, the Bi-State Working Group, and staff to obtain funding for the replacement bridge effort; NOW THEREFORE


THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. It is the official policy of the Port of Hood River to accomplish the goal of operating all non-bridge related activities without toll revenue by no later than June 30, 2026.

Section 2. Resolution 2022-23-11 is hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 18th day of April 2023.

SIGNED


Ben Sheppard, President

ATTEST


Michael Fox, Secretary

LEAP Transportation Document 2023-2 ALL PROJECTS as developed April 21, 2023
2023-25 Biennium
Local Programs Program (Z)
(Dollars In Thousands)

Prty	Project	Project Title	Leg Dist	Funding Source					2021-23	2023-25	2025-27	2027-29	Future	Total (incl Prior)
				TPA	Nic	CW	MA	Oth						
3	L4000167	Island View to Vista Field Trail System	08	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	5,000	5,000
3	L4000177	Daisy Street Sidewalk Improvements	12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	425	425
3	L4000185	Port of Ilwaco - Discovery Trail Route Connection	19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	240	240
3	L4000216	Sidewalk on E Side of 116th Ave NE from NE 73rd to North of NE 75th Place	48	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	500	500
3	L2021111	Leavenworth Pedestrian Highway 2 Undercrossing	12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	4,500	4,500
3	L2021093	Maple Valley Pedestrian Bridge over SR 169	05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	5,000	5,000
Move Ahead WA - Road and Highway Projects									7,000	147,900	157,300	51,200	96,900	460,300
0	L1000317	Elevate Slater Road	42	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	500	1,500	0	0	12,000	14,000
0	L2021094	Snoqualmie Parkway Rehabilitation Project	05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1,000	4,000	0	0	0	5,000
0	L2021122	Reducing Rural Roadway Departures Program	98	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	4,000	4,000	4,000	0	12,000
0	L2021126	Railroad Crossing Grant Program	98	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3,000	10,000	12,000	0	0	25,000
0	L2021180	Confluence Parkway Infra Match	98	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	28,000	47,000	10,000	0	85,000
0	L4000028	Woodinville SR 202 and Trestle Widening	01, 45	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	5,000	5,000
0	L4000046	Columbia River Bridge Replacement/Hood River to White Salmon	14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	15,000	30,000	30,000	44,000	119,000
0	L4000081	Bothell Way NE/ Bothell Everett Highway Widening	01	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	2,000	5,000	0	0	7,000
0	L4000084	BIA Rte 3	07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	2,500	2,500
0	L4000099	City Center Access Project - Federal Way	30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	9,000	13,800	7,200	0	30,000
0	L4000102	Poplar Way Bridge	32	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	10,000	0	0	0	10,000
0	L4000104	Paine Field Access (100th St. SW) - Everett	38	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	0	0	8,400	8,400
0	L4000105	156th Street Railroad Overcrossing	38	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0	500	0	0	0	500

EARL BLUMENAUER
THIRD DISTRICT, OREGON
COMMITTEE ON WAYS AND MEANS



WASHINGTON OFFICE:
1111 LONGWORTH BUILDING
WASHINGTON, DC 20515
(202) 225-4811

DISTRICT OFFICE:
911 NE 11TH AVE
SUITE 200
PORTLAND, OR 97232
(503) 231-2300

website: blumenauer.house.gov

Congress of the United States
House of Representatives
Washington, DC 20515

March 31, 2023

The Honorable Kay Granger
Chair
Committee on Appropriations,
U.S. House of Representatives
Washington, D.C. 20515

The Honorable Rosa L. DeLauro
Ranking Member
Committee on Appropriations,
U.S. House of Representatives
Washington, D.C. 20515

Dear Chairwoman Granger and Ranking Member DeLauro:

I am requesting funding for the Hood River – White Salmon Interstate Bridge Replacement Project Right of Way (ROW)/Mitigation project in fiscal year 2024. The entity to receive funding for this project is the Port of Hood River located at 1000 East Port Marian Drive, Hood River, Oregon 97031. The funding would be used by the Port of Hood River to complete the NEPA process by initiating ROW acquisition and tribal mitigation commitments, positioning construction for the replacement bridge to begin in 2025.

The project is an appropriate use of taxpayer funds because the current bridge is a critical piece of the regional and bi-state transportation system, impacting two east-west National Highway System Corridors (SR 14 in Washington and I-84 in Oregon), 28 communities along the river and approximately 5 million vehicles that cross the bridge annually. The bridge is vital to a growing manufacturing, agriculture and tourism region that contribute to the wealth of both states as well as the nation. When complete the new bridge will improve seismic resiliency, increase freight mobility and provide safe bicycle and pedestrian crossing.

The project has a federal nexus because the funding provided is for purposes authorized by 23 U.S.C. 133(b).

I certify that I have no financial interest in this project, and neither does anyone in my immediate family.

Sincerely,

A handwritten signature in blue ink that reads "Earl Blumenauer".

Earl Blumenauer
Member of Congress

United States Senate

WASHINGTON, DC 20510

April 6, 2023

COMMITTEES: -
APPROPRIATIONS
BUDGET
ENVIRONMENT AND
PUBLIC WORKS
FOREIGN RELATIONS
RULES AND
ADMINISTRATION

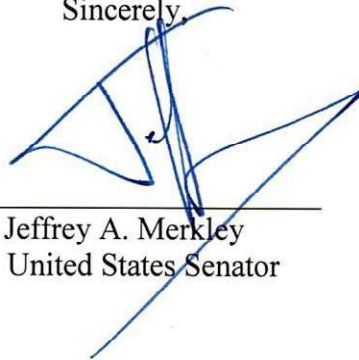
The Honorable Brian Schatz
Chair-
Subcommittee on Transportation, Housing
and Urban Development, and
Related Agencies
Washington, DC 20510

The Honorable Susan Collins
Ranking Member
Subcommittee on Transportation, Housing
and Urban Development, and
Related Agencies
Washington, DC 20510

Dear Chair Schatz and Ranking Member Collins,

I certify that neither I nor my immediate family has a pecuniary interest in any of the congressionally directed spending items that I have requested in the Fiscal Year 2024 Transportation, Housing and Urban Development appropriations bill, consistent with the requirements of paragraph 9 of Rule XLIV of the Standing Rules of the Senate.

Sincerely,



Jeffrey A. Merkley
United States Senator

**Merkley, Jeff(D-OR) Transportation Housing and Urban Development
Congressionally Directed Spending Requests**

Recipient Name	Project Purpose	Project Location	Amount Requested (\$000)
City of Baker City	This project aims to implement a Railroad Quiet Zone as defined by the Federal Railroad Administration (FRA) in Baker City, Oregon.	Baker County OR	\$193
Corvallis Neighborhood Housing Services, Inc. (DBA DevNW)	Funds will be used to develop affordable housing.	Benton County OR	\$1,565
Benton County	Funds will be used to complete final design and engineering of the SW 53rd Street Railroad Overcrossing project.	Benton County OR	\$600
Benton County	This project would repair a 2/3-mile-long deteriorating, wooden boardwalk on the Jackson-Frazier Wetland.	Benton County OR	\$800
Benton County	Funds would transform the Benton County fairgrounds into a regional Exhibit Hall to support increased tourism and generate economic benefits for the community.	Benton County OR	\$5,000
Greenbelt Land Trust	Funding would go towards construction of a multi-use community center.	Benton County OR	\$750
Clackamas County	Funding will provide additional capital/infrastructure to maintain existing service and expand transportation service.	Clackamas County OR	\$3,100
Oregon City	Funds will go towards the Abernethy Green Access Project.	Clackamas County OR	\$4,000
Community Action Team, Inc.	Funds will be used to rehabilitate affordable housing.	Clatsop County OR	\$1,000
Clatsop County	This funding will support construction of a new collector road to connect US-HWY30 to WA-SR4 with improved access to the ferry terminal approximately 30 miles east of Astoria.	Clatsop County OR	\$4,894
Riverside Training Centers DBA lifempowered	Funding would go towards design and construction of a facility for skills training for individuals with intellectual and developmental disabilities.	Columbia County OR	\$1,500
City of North Bend	Funds will be used to remove blight and develop affordable housing.	Coos County OR	\$4,000
Oregon International Port of Coos Bay	Funds will replace dilapidated wooden docks and adjacent infrastructure at the Charleston Shipyard.	Coos County OR	\$1,898
Oregon Department of State Lands	Funding would go toward redeveloping the site of former state prison, while protecting infrastructure and cell tower critical to emergency communications.	Coos County OR	\$5,000
Oregon Department of Transportation	Funds will allow for pedestrian safety improvements and sidewalk infill through the community of Harbor.	Curry County OR	\$3,410
Bend-Redmond Habitat for Humanity	Funds will be used to develop affordable housing.	Deschutes County OR	\$1,500
J Bar J Youth Services, Inc.	Funds will be used to develop shelter facilities for homeless people.	Deschutes County OR	\$1,750
Hearts of Oregon Corps	Funds would be used to construct a centralized campus to enhance and expanded services.	Deschutes County OR	\$2,000
Oregon Department of Transportation	Funds will be used to provide a separated bike and pedestrian overcrossing as a safe alternate route on Hawthorne Ave.	Deschutes County OR	\$2,000

NeighborImpact	Funding would be used for low-interest and deferred loan resources for low- and moderate- income homeowners to repair and replace failed domestic wells in rural areas.	Deschutes County OR	\$2,500
Oregon Department of Transportation	The project will build a twelve-foot paved multi-use path for pedestrian and bicycles.	Deschutes County OR	\$4,000
NeighborImpact	Funds will be used to provide down payment assistance to low income people.	Deschutes County OR	\$2,500
Bend Municipal Airport	Funding would complete construction of an air traffic control tower.	Deschutes County OR	\$3,000
City of Sutherlin	Funds will be used to acquire and develop property and facilities to serve homeless people.	Douglas County OR	\$650
Port of Hood River	This project will replace the Hood River/White Salmon Bridge, which is nearly 100 years old and has a sufficiency rating of 6/100.	Hood River County OR	\$4,000
Oregon Department of Transportation	Funding will be used to advance the historic Columbia River Highway State Trail.	Hood River County OR	\$4,438
Oregon Wildlife Foundation	Funding will complete design and engineering for fencing to accompany two high-priority wildlife overcrossings on Interstate-5 in southern Oregon.	Jackson County OR	\$400
City of Medford	Funding will be used to add a second northbound right turn lane to the intersection of Highland Drive and Barnett Road in the city of Medford.	Jackson County OR	\$2,400
City of Medford	Funding would go towards developing a new community park	Jackson County OR	\$1,390
Jackson County	Funds will be used to design and establish an aviation/transportation technical education and emergency response training program.	Jackson County OR	\$5,000
Rogue Valley Transportation District (RVTD)	Funds will be used to acquire two hybrid transit buses.	Jackson County OR	\$1,571
Jackson County	Funding would be used for all planning and design of a permanent pedestrian bridge.	Jackson County OR	\$2,000
City of Madras	The City of Madras requests \$2.2 million to construct the Jefferson County Transportation Project which will facilitate road safety, economic development and job creation.	Jefferson County OR	\$2,200
Jefferson County	Funding will be used to replace for infrastructure improvements for the Feather Drive Bridge in Jefferson County, Oregon.	Jefferson County OR	\$2,025
Rogue Community College	Funding would go towards renovations of an outdoor performance venue.	Josephine County OR	\$1,582
Oregon Department of Transportation	Funds will be used for much needed pedestrian and multi-modal connectivity for the community which will also improve transit and safety in Klamath County.	Klamath County OR	\$4,000
Homes for Good Housing Agency	Funds will be used to develop affordable housing.	Lane County OR	\$1,500
Lane Transit District	Funding would be used to increase accessibility, comfort, and passenger safety amongst the most active stops in Lane Transit District's Fixed Route Network.	Lane County OR	\$3,200
Boys & Girls Clubs of Western Lane County	Funds will go towards improving a facility at the Boys and Girls Club of Western Lane County.	Lane County OR	\$110
City of Springfield	This project would fund the full construction of the 0.75 miles of Mill Street located in City of Springfield.	Lane County OR	\$4,000

Willamalane Park and Recreation District	Funds will be used to renovate public recreation facilities.	Lane County OR	\$431
The RIVER (Regional Intercommunity Venue for Economic Renewal)	Funding would go towards construction of a multi-purpose auditorium.	Lane County OR	\$2,500
County of Lane	Funding will be used to create a multi-use facility intended to support the community in the event of a natural disaster.	Lane County OR	\$1,500
City of Lincoln City	Funds will create a sidewalk infill on Hwy 101 in Lincoln City; this is important because existing sections of sidewalk along US 101 are interrupted by gaps that force pedestrians onto the highway pavement or a non-improved shoulder.	Lincoln County OR	\$2,700
City of Depoe Bay	This project would replace the 70 year old, failing docks, and pilings in the Depoe Bay Harbor.	Lincoln County OR	\$2,000
Travel Information Council	Funds will be used to produce and install panels of tribal approved historical interpretation in safety rest areas.	Marion County OR	\$400
Oregon Department of Transportation	Funds will support the construction of bus pullouts, illumination, transit shelters, and other amenities at stop locations.	Marion County OR	\$1,354
Salem Area Mass Transit District	Funds will be used to purchase zero-emission battery electric buses to replace diesel-powered buses and to acquire and install the necessary charging infrastructure.	Marion County OR	\$2,795
College Housing NW	Funds will be used to acquire and develop affordable housing.	Marion County OR	\$2,500
City of Salem	Funds will be used to add more gates, gate seating, a new expanded baggage claim area, and additional restroom facilities.	Marion County OR	\$2,000
Oregon Department of Transportation	Funding will be used to make various safety improvements along the McKay/Yergen/Ehlen Road Safety Corridor in Marion County.	Marion County OR	\$3,000
Oregon Department of Transportation	Funds will be used to used to design and construct enhanced pedestrian crossings in rural wildfire-affected communities.	Marion County OR	\$3,141
Salem Area Mass Transit District	Funds will be used to support the creation of the South Salem Mobility as a Service Transit Facility.	Marion County OR	\$3,800
City of Stayton	This funding will support final design and construction of a new roundabout at Shaff and Wilco roads in Stayton.	Marion County OR	\$3,000
Marion County	Funding will be used to rebuild and improve the campground at Bear Creek County Campground and construct a new campground facility at Salmon Falls County Park.	Marion County OR	\$2,000
Farmworker Housing Development Corporation	Funding would rehabilitate a facility that serves to support low- and middle-income people, including marginalized workers and Latinx communities.	Marion County OR	\$1,000
Oregon Department of Transportation	Funding will be used to would improve safety and access between Interstate 84 and the Port of Morrow Industrial Park.	Morrow County OR	\$2,254
Port of Morrow	Funding will be used to would improve safety and access between Interstate 84 and the Port of Morrow Industrial Park.	Morrow County OR	\$1,811
BRIDGE Housing Corporation	Funds will be used to develop affordable housing.	Multnomah OR	\$4,000

Portland Community Reinvestment Initiatives Inc (PCRI)	Funds will be used to develop affordable housing.	Multnomah County OR	\$3,000
Tri-County Metropolitan Transportation District of Oregon (TriMet)	Funds will be used for facility construction which is critical for powering and maintaining hundreds of zero-emissions busses, key to achieving TriMet's commitment to a zero-emissions fleet by 2024.	Multnomah County OR	\$5,000
African Youth & Community Organization (AYCO)	Funding would go towards finalizing construction of a community center for African diaspora.	Multnomah County OR	\$1,000
Neighborhood House, Inc.	Funding would go towards retrofitting a building to serve as a food pantry.	Multnomah County OR	\$1,000
Port of Portland	Funding would be used for infrastructure improvements for redevelopment of the Port of Portland's former marine terminal 2 into a housing innovation campus.	Multnomah County OR	\$4,000
City of Portland	Funds will be used to develop affordable housing.	Multnomah County OR	\$2,000
Oregon Department of Transportation	Funding will be used to update pedestrian infrastructure in Portland.	Multnomah County OR	\$2,350
Friends of the Children	Funding would go towards construction of a mentoring education center.	Multnomah County OR	\$2,000
City of Gresham	Funding would go towards constructing a new playground for the City of Gresham, including ADA enhancements.	Multnomah County OR	\$1,200
Northwest Outward Bound School	Funding would go towards construction and renovation of outdoor school facilities.	Multnomah County OR	\$1,350
Portland Opportunities Industrialization Center and Rosemary Anderson High School (POIC+RAHS)	Funds will be used to develop affordable housing.	Multnomah County OR	\$1,500
City of Portland	Funding would go towards removal and replacement of unsound light posts.	Multnomah County OR	\$2,000
PRISMID	Funding would go towards renovation of a community center.	Multnomah County OR	\$750
Williams & Russell CDC (W&R CDC)	Funds will be used to develop affordable housing.	Multnomah County OR	\$750
Artists Repertory Theatre	Funding would go towards construction of a community arts and performance center.	Multnomah County OR	\$2,000
Ella Curran Food Bank	Funding will be used to relocate a food bank and expand capacity to meet an increased service level need in Polk County.	Polk County OR	\$775
Mid-Willamette Valley Community Action Agency	Funding would go towards renovation of an early learning center.	Polk County OR	\$2,000
Oregon Department of Transportation	Funding will provide additional capital/infrastructure to maintain existing service and expand transportation service in the future.	Polk County OR	\$1,500
Community Action Resource Enterprises, Inc. (CARE)	Funds will be used to renovate a facility providing supportive services primarily to low and moderate income people.	Tillamook County OR	\$660
Oregon Coast Scenic Railroad	Funds will be used to restore two storm damaged railroad bridges, while also boosting wildfire prevention efforts.	Tillamook County OR	\$2,472
Oregon Department of Transportation	Funds will go towards the reconfiguration of an intersection that is part of a larger Kiwanda Corridor Project (KCP).	Tillamook County OR	\$3,645

Oregon Department of Transportation	Funds will be used to enhance walking conditions along Highway 101 in South Tillamook by updating ADA ramps, installing rapid flashing beacons, improving illumination, and remediating a broken sidewalk.	Tillamook County OR	\$2,000
Pendleton Children's Center	Funding would go towards acquisition of a building for an expanded child care facility.	Umatilla County OR	\$1,500
City of Hermiston	Funds would be used to complete Phase 2 of the Gettman Road/Railway Alternative Transportation Enhancement (GRATE) Project.	Umatilla County OR	\$1,500
City of Pendleton	Funds will go towards the Southeast Community Connector project which would extend Perkins Avenue to Tutuilla Road to offer a complete, alternate route for the southeast area of Pendleton.	Umatilla County OR	\$2,328
City of Pendleton	Funding would go to refurbishing and modernizing an auditorium and community performance space.	Umatilla County OR	\$1,935
City of Pendleton	Funds will go towards constructing a new facility to provide a building capable of storing Snow Removal Equipment that can clear the runway of snow in a timely manner.	Umatilla County OR	\$2,731
Round-Up City Development Corp.	Funding would go towards land acquisition and construction of a youth sports facility.	Umatilla County OR	\$3,000
City of Elgin	Funding would go towards construction of a multiuse community gathering hall.	Union County OR	\$2,000
Wallowa Resources	Funds will be used to acquire affordable housing.	Wallowa County OR	\$750
Columbia Cascade Housing Corporation	Funds will be used to develop affordable housing.	Wasco County OR	\$3,000
Oregon Department of Transportation	Funds will be used to install bike lanes, sidewalks, pedestrian crossings, and ADA features to improve safety and convenience on the Historic Columbia River Highway through downtown Mosier.	Wasco County OR	\$4,000
Port of The Dalles	Funding would be for the Port of Dalles for land acquisition.	Wasco County OR	\$3,100
City of The Dalles	This funding will be used to cover both infrastructure construction servicing the 10 aviation business park parcels and the 14,000 sq. ft. hangar construction in the City of Dalles.	Wasco County OR	\$2,406
City of Forest Grove	Funding would go towards installing three solar arrays to reduce energy costs for low-income customers.	Washington County OR	\$900
City of Forest Grove	Funding will go towards improvements to the local portion of the major regional arterial, the Tualatin Valley (TV) Highway.	Washington County OR	\$3,000
City of Hillsboro	Funds would be used to develop a shelter for unhoused and housing unstable people.	Washington County OR	\$5,000
City of Beaverton	If awarded, funds will be used for construction that improves the walkability, access, safety and overall experience of all users of Beaverton's downtown core.	Washington County OR	\$4,000
City of Forest Grove	Funding would go toward completing the final design, engineering and construction of the Gales Creek portion of the Emerald Necklace Trail.	Washington County OR	\$2,240
City of Tigard	Funds will be used to renovate a public library to serve as an emergency heating and cooling center.	Washington County OR	\$1,500
Salmonberry Trail Foundation	Funding would be used to build trailhead facilities and emergency access to service the Salmonberry Trail.	Washington County OR	\$620

City of Sherwood, Oregon	Funds will be used to cleanup a brownfield site - upon completion, the area will be used for residential and mixed use buildings.	Washington County OR	\$2,500
City of Forest Grove	Funding will be used to create a community event space in Forest Grove.	Washington County OR	\$1,760
City of Tigard	Funding would go towards construction of a community room and canopy at a city center.	Washington County OR	\$2,000
Tualatin Hills Park & Recreation District (THPRD)	Funds will be used to improve emergency preparedness infrastructure for wildfire and disaster response.	Washington County OR	\$947
Salmonberry Trail Foundation	This funding will be used to develop a trailhead and gravel parking area for access to the Salmonberry Trail	Washington County OR	\$3,167
City of McMinnville	Funds will go towards infrastructure improvements for McMinnville's downtown corridor.	Yamhill County OR	\$4,000
Confederated Tribes of Grand Ronde	Funds will be used to develop a recreation center serving low and moderate income people.	Yamhill County OR	\$2,000
Oregon Department of Transportation	Funds will be used for a right-of-way acquisition and design for a new roundabout at the intersection of OR-99W and NE McDougall Rd/OR18 in Yamhill County.	Yamhill County OR	\$3,590

DAN NEWHOUSE
4TH DISTRICT, WASHINGTON
www.newhouse.house.gov



HOUSE COMMITTEE ON
APPROPRIATIONS
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RURAL DEVELOPMENT, FOOD AND DRUG
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DEVELOPMENT AND RELATED AGENCIES
SUBCOMMITTEE ON HOMELAND SECURITY
SELECT COMMITTEE ON THE CHINESE
COMMUNIST PARTY

504 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
OFFICE (202) 225-5816
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Congress of the United States House of Representatives

CHAIRMAN
CONGRESSIONAL WESTERN CAUCUS

March 29, 2023

Dear Chairwoman Granger and Ranking Member DeLauro:

I am requesting \$4,000,00 for the Hood River - White Salmon Interstate Bridge Replacement project in fiscal year 2024. The entity to receive funding for this project is Klickitat County, Washington, located at 115 W Court St., Mail Stop 201, Goldendale, WA 98620. The funding is vital to the regional transportation network, public safety, environmental resilience, sustainability, and economy for the region as well as the states of Washington and Oregon.

The project is an appropriate use of taxpayer funds because it will create jobs, increase the resiliency and safety of the bi-state transportation network, improve competitiveness of U.S. exports, and increase tourism and recreational activities on and along the Columbia River and the agriculturally rich Hood River Valley. The project has a Federal nexus because the funding provided is for purposes authorized in 23 USC 133. I certify that I have no financial interest in this project, and neither does anyone in my immediate family.

Sincerely,

A handwritten signature in blue ink that reads "Dan Newhouse". The signature is fluid and cursive, with a large initial "D" and "N".

Dan Newhouse

Member of Congress

RON WYDEN
OREGON

CHAIRMAN OF COMMITTEE ON
FINANCE

221 DIRKSEN SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-5244

United States Senate
WASHINGTON, DC 20510-3703

COMMITTEES:
COMMITTEE ON FINANCE
COMMITTEE ON THE BUDGET
COMMITTEE ON ENERGY AND NATURAL RESOURCES
SELECT COMMITTEE ON INTELLIGENCE
JOINT COMMITTEE ON TAXATION

April 6, 2023

The Honorable Brian Schatz
Chairman
Subcommittee on Transportation, Housing
and Urban Development, and Related
Agencies
Washington, D.C. 20510

The Honorable Cindy Hyde-Smith
Ranking Member
Subcommittee on Transportation, Housing
and Urban Development, and Related
Agencies
Washington, D.C. 20510

Dear Chairman Schatz and Ranking Member Hyde-Smith:

I certify that neither I nor my immediate family has a pecuniary interest in any of the congressionally directed spending items that I have requested in the Fiscal Year 2024 Transportation, Housing and Urban Development, and Related Agencies appropriations bill, consistent with the requirements of paragraph 9 of Rule XLIV of the Standing Rules of the Senate.

Sincerely,



Ron Wyden
United States Senator

911 NE 11TH AVENUE
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(503) 326-7525

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EUGENE, OR 97401
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BEND, OR 97701
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707 13TH ST, SE
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SALEM, OR 97301
(503) 589-4555

[HTTPS://WYDEN.SENATE.GOV](https://wyden.senate.gov)

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**Wyden, Ron(D-OR) Transportation Housing and Urban Development
Congressionally Directed Spending Requests**

Recipient Name	Project Purpose	Project Location	Amount Requested (\$000)
City of Baker City	Funding would make a number of improvements to rail crossings in order to establish a quiet zone	Baker County OR	\$193
Benton County	Funding would rehabilitate a boardwalk to enhance access to trails.	Benton OR	\$800
Benton County	Funding would transform the Benton County fairgrounds into a regional exhibit hall to support increased tourism and generate economic benefits for the community.	Benton OR	\$5,000
Corvallis Neighborhood Housing Services, Inc. (DBA DevNW)	Funding would build affordable, community land trust homes for low-to-moderate income families.	Benton County OR	\$1,565
Benton County	Funding would construct a railroad overcrossing to improve public safety and increase route availability to freight traffic.	Benton County OR	\$600
Greenbelt Land Trust	Funding would go towards construction of a multi-use community center.	Benton County OR	\$750
Clackamas County	Funding will provide additional capital and infrastructure to maintain existing service and expand transportation service.	Clackamas County OR	\$3,100
Oregon City	Funding would be used for the redevelopment of an abandoned landfill.	Clackamas County OR	\$4,000
Community Action Team Inc of Columbia County Oregon	Funds will be used to rehabilitate affordable housing.	Clatsop County OR	\$1,000
Clatsop County	Funding would construct a new collector roadway to ensure industrial development and increased heavy industrial traffic does not further degrade community livability.	Clatsop County OR	\$4,894
Riverside Training Centers DBA lifempowered	Funding would be used to construct a facility to serve individuals with intellectual and developmental disabilities.	Columbia OR	\$1,500
Oregon Department of State Lands	Funding would redevelop a former state prison into a site for the Elliott State Research Authority headquarters and its partners.	Coos OR	\$5,000
City of North Bend	Funding would construct affordable workforce housing.	Coos County OR	\$4,000
Oregon International Port of Coos Bay	Funds would replace dilapidated wooden docks and adjacent infrastructure.	Coos County OR	\$1,898
Oregon Department of Transportation	Funding would be used to pedestrian safety improvements and sidewalk infill to improve safety and accessibility.	Curry County OR	\$3,410
Hearts of Oregon Corps	Funding would establish a central campus to enhance current services through youth job skills training, educational activities and youth leadership.	Deschutes OR	\$2,000
J Bar J Youth Services, Inc.	Funding would acquire property to be used as a transitional living shelter for 12 homeless youth.	Deschutes OR	\$1,750
Oregon Department of Transportation	Funding would be used to construct a multi-use path for pedestrians and cyclists to enhance safety and accessibility.	Deschutes County OR	\$4,000

Bend-Redmond Habitat for Humanity	Funding would be used for the construction of 15 affordable homes for low-or-moderate income families.	Deschutes County OR	\$1,500
NeighborImpact	Funding would be used for low-interest and deferred loan resources for low- and moderate-income homeowners to repair and replace failed domestic wells in rural areas.	Deschutes County OR	\$2,500
City of Bend	Funding would be used to develop an overcrossing to improve pedestrian and cyclist safety, encourage city growth, and enhance transportation options.	Deschutes County OR	\$2,000
NeighborImpact	Funding would be used to provide down payment assistance for first-time low income homebuyers in Central Oregon.	Deschutes County OR	\$2,500
Bend Municipal Airport	Funding would complete construction of an air traffic control tower.	Deschutes County OR	\$3,000
City of Sutherlin	Funding would be used to acquire and develop property and facilities for a homeless shelter.	Douglas County OR	\$650
Port of Hood River	Funding would replace a 100-year old bridge critical to the regional transportation network.	Hood River County OR	\$4,000
Oregon Department of Transportation	Funding would be used to advance the historic Columbia River Highway State Trail.	Hood River County OR	\$4,438
Jackson County	Funding would support aviation and transportation technical education and emergency response training.	Jackson OR	\$5,000
City of Medford	Funding would develop an inclusive neighborhood park serving a densely populated low-to-moderate income residential area.	Jackson OR	\$1,390
Rogue Valley Transportation District (RVTD)	Funding would be used to acquire two hybrid transit buses to meet fleet resiliency needs with the cleanest technology available.	Jackson County OR	\$1,571
Oregon Wildlife Heritage Foundation dba Oregon Wildlife Foundation	Funding would complete design and engineering for fencing to accompany two high-priority wildlife overcrossings in southern Oregon.	Jackson County OR	\$400
City of Medford	Funding would be used for intersection improvements to extend the life of the interchange and improve access and safety.	Jackson County OR	\$2,400
Jackson County	Funding would be used for the the planning and design of a permanent pedestrian bridge.	Jackson County OR	\$2,000
Jefferson County	Funding would be used to replace a bridge.	Jefferson County OR	\$2,025
City of Madras	Funding would be used to construct single lane roundabouts to improve connectivity and public safety, and reduce traffic congestion.	Jefferson County OR	\$2,200
Rogue Community College	Funding would go towards renovations of an outdoor performance venue.	Josephine County OR	\$1,582
Oregon Department of Transportation	Funding would construct pedestrian and bicycling facilities, streetscape improvements, crossings, and a bus shelter for transit access.	Klamath County OR	\$4,000
County of Lane	Funding would be used to create a multi-use facility intended to support the community in the event of a natural disaster.	Lane OR	\$1,500
Willamalane Park and Recreation District	Funding would enhance the safety of park and recreational facility users in Springfield, Lane County, Oregon.	Lane OR	\$431
Homes for Good Housing Agency	Funding would be used to develop affordable housing.	Lane County OR	\$1,500

City of Springfield	Funding would be used to increase accessibility, enhance safety, and improve stormwater drainage.	Lane County OR	\$4,000
Boys & Girls Clubs of Western Lane County	Funds would go towards improving a facility at the Boys and Girls Club of Western Lane County.	Lane County OR	\$110
Lane Transit District	Funding would be used to increase accessibility, comfort, and passenger safety amongst the most active stops in Lane Transit District's Fixed Route Network.	Lane County OR	\$3,200
The RIVER (Regional Intercommunity Venue for Economic Renewal)	Funding would establish a community center for rural communities that were ravaged by wildfires.	Lane County OR	\$2,500
City of Depoe Bay	Funding would rehabilitate 70-year-old, failing docks in order to protect the safety of and enhance accessibility for residents and numerous visitors.	Lincoln OR	\$2,000
City of Lincoln City	Funding would be used to construct a sidewalk and biking facilities connecting two affordable housing projects.	Lincoln County OR	\$2,700
Marion County	Funding would rebuild and upgrade a campground and construct a new campground facility, which were destroyed by wildfire.	Marion OR	\$2,000
City of Salem	Funding would be used to improve the airport's capacity to provide commercial air service.	Marion County OR	\$2,000
Salem Area Mass Transit District	Funding would be used to acquire charging infrastructure and zero-emission battery electric buses to replace diesel-powered buses.	Marion County OR	\$2,795
Salem Area Mass Transit District	Funding would be used to establish a transit center to serve multiple forms of transit in south Salem.	Marion County OR	\$3,800
Travel Information Council	Funds would be used to produce and install panels of tribal approved historical interpretation in safety rest areas.	Marion County OR	\$400
Marion County	Funding will be used to make various safety improvements along the McKay/Yergen/Ehlen Road Safety Corridor in Marion County.	Marion County OR	\$3,000
City of Stayton	Funding would support final design and construction of a new roundabout at Shaff and Wilco roads in Stayton, Oregon.	Marion County OR	\$3,000
Oregon Department of Transportation	Funding would be used for enhanced crossings to reduce the risk of pedestrian related fatal and serious injury crashes.	Marion County OR	\$3,141
Oregon Department of Transportation	Funding would be used to construct priority stop locations to enhance transit services within the region.	Marion County OR	\$1,354
Farmworker Housing Dev. Corporation	Funding would rehabilitate a facility that serves to support low- and middle-income people.	Marion County OR	\$1,500
College Housing NW	Funding would be used to acquire and develop affordable housing.	Marion County OR	\$2,500
Port of Morrow	Funding would replace aging rail infrastructure.	Morrow OR	\$1,811
Port of Morrow	Funding will be used to would improve safety and access between Interstate 84 and the Port of Morrow Industrial Park.	Morrow County OR	\$2,254
Port of Portland	Funding would complete infrastructure improvements for redevelopment of the Port of Portland's former marine terminal into a housing innovation campus dedicated to offsite housing construction factories.	Multnomah OR	\$4,000
Neighborhood House, Inc.	Funding would go towards retrofitting a building to serve as a food pantry.	Multnomah OR	\$1,000

City of Portland	Funding would construct affordable housing for families.	Multnomah OR	\$2,000
Portland Community Reinvestment Initiatives Inc (PCRI)	Funding would construct affordable apartments for low-to-moderate income families and individuals.	Multnomah OR	\$3,000
BRIDGE Housing Corporation	Funding would support the construction of affordable housing for low-to-moderate income families.	Multnomah OR	\$4,000
African Youth & Community Organization (AYCO)	Funding would purchase and complete early-stage assessment of the African Youth Community Organization Dream Center, which provides services for the East African immigrant and refugee community.	Multnomah OR	\$1,000
Friends of the Children	Funding would go towards construction of a mentoring education center.	Multnomah OR	\$2,000
Portland Opportunities Industrialization Center and Rosemary Anderson High School	Funding would develop two new buildings to serve as a combined space for small locally-owned businesses and community organizations, educational facilities for vulnerable youth, and affordable housing.	Multnomah County OR	\$1,500
Williams & Russell CDC (W&R CDC)	Funding would to develop affordable housing.	Multnomah County OR	\$750
Tri-County Metropolitan Transportation District of Oregon (TriMet)	Funding would be used to develop a bus operations facility to support the Portland metro area's commitment for full transition of the diesel bus fleet to zero-emissions by 2040.	Multnomah County OR	\$4,200
City of Portland	Funding would update pedestrian infrastructure by targeting the riskiest intersections.	Multnomah County OR	\$2,350
Artists Repertory Theatre	Funding would go towards construction of a community arts and performance center.	Multnomah County OR	\$2,000
PRISMID	Funding would go towards renovation of a community center.	Multnomah County OR	\$750
City of Portland	Funding would go towards removal and replacement of unsound light posts.	Multnomah County OR	\$2,000
Northwest Outward Bound School	Funding would go towards construction and renovation of outdoor school facilities.	Multnomah County OR	\$1,350
City of Gresham	Funding would go towards constructing a new playground for the City of Gresham, including ADA enhancements.	Multnomah County OR	\$1,200
Mid-Willamette Valley Community Action Agency	Funding would construct an early learning center in a child care desert.	Polk OR	\$2,000
Ella Curran Food Bank	Funding would be used to construct a food bank.	Polk County OR	\$775
City of Independence	Funding would be used to build a bridge to allow for additional traffic capacity, relieve congestion, and facilitate housing development.	Polk County OR	\$1,500
Oregon Department of Transportation	Funding would update ramps, install flashing beacons, improve illumination, and remediate a broken sidewalk.	Tillamook County OR	\$2,000
Community Action Resource Enterprises, Inc. (CARE)	Funds would be used to renovate a facility providing supportive services primarily to low and moderate income people.	Tillamook County OR	\$660
Oregon Coast Scenic Railroad	Funding would support the restoration of two damaged railroad bridges and boost wildfire prevention efforts.	Tillamook County OR	\$2,472
Tillamook County	Funding would be used to improve transportation efficiency, traffic flow, and pedestrian and cyclist safety.	Tillamook County OR	\$3,645

Pendleton Children's Center	Funding would expand a nonprofit affordable child care for infants, toddlers and preschoolers in a rural child care desert.	Umatilla OR	\$1,500
City of Pendleton	Funding would revitalize and modernize an auditorium to support local business and enhance tourism.	Umatilla OR	\$1,935
City of Pendleton	Funding would improve safety and airport capacity at the Eastern Oregon Regional Airport.	Umatilla County OR	\$2,731
City of Hermiston	Funds would be used to complete Phase 2 of the Gettman Road/Railway Alternative Transportation Enhancement (GRATE) Project.	Umatilla County OR	\$1,500
City of Pendleton	Funding will be used to reduce congestion, travel distance, and alleviate pressure on key freight routes of U.S. 395 and Interstate 84.	Umatilla County OR	\$2,328
Round-Up City Development Corp.	Funding would go towards land acquisition and construction of a youth sports facility.	Umatilla County OR	\$3,000
City of Elgin	Funding would rehabilitate a deteriorating community hall.	Union OR	\$2,000
Wallowa Resources	Funding would create new affordable workforce housing opportunities in Wallowa County.	Wallowa County OR	\$750
Port of The Dalles	Funding would acquire undeveloped land to be used for industrial and commercial purposes.	Wasco OR	\$3,100
Columbia Cascade Housing Corporation	Funds would be used to develop affordable housing.	Wasco County OR	\$3,000
Oregon Department of Transportation	Funding would be used to install bike lanes, sidewalks, pedestrian crossings, and ADA features to improve safety and convenience on the Historic Columbia River Highway through downtown Mosier.	Wasco County OR	\$4,000
City of The Dalles	Funding would be used to construct a hangar to be leased for educational purposes.	Wasco County OR	\$2,406
City of Sherwood, Oregon	Funds would be used to cleanup a brownfield site.	Washington OR	\$2,500
City of Tigard	Funding would support final design and construction community facility used for social and educational events.	Washington OR	\$2,000
City of Beaverton	Funding would widen sidewalks, create protected bike lanes, create pedestrian crossing treatments, and enhance bus stops.	Washington County OR	\$4,000
City of Hillsboro	Funding would be used to construct a homeless shelter, the first year-round, 24/7 shelter in Washington County.	Washington County OR	\$5,000
Tualatin Hills Park & Recreation District	Funds would be used to improve emergency preparedness infrastructure for wildfire and disaster response.	Washington County OR	\$947
City of Tigard, Oregon	Funds would be used to renovate a public library to serve as an emergency heating and cooling center.	Washington County OR	\$1,500
City of Forest Grove	Funding will go towards improvements to the local portion of the major regional arterial, the Tualatin Valley (TV) Highway.	Washington County OR	\$3,000
City of Forest Grove	Funding would be used to create a community event space in Forest Grove.	Washington County OR	\$1,760
City of Forest Grove	Funding would go toward completing the final design, engineering, and construction of the Gales Creek portion of the Emerald Necklace Trail.	Washington County OR	\$2,240
Salmonberry Trail Foundation	Funding would construct the Williams Creek Trailhead.	Washington County OR	\$3,167

City of Forest Grove	Funding would be used to install solar arrays at community facilities to reduce energy costs for low-income customers.	Washington County OR	\$900
Salmonberry Trail Foundation	Funding would be used to build trailhead facilities and emergency access to service the Salmonberry Trail.	Washington County OR	\$620
City of McMinnville	Funding would reconstruct a street and sidewalk to improve public safety.	Yamhill County OR	\$4,000
Oregon Department of Transportation	Funding would to toward a right of way acquisition and design for a new roundabout to reduce the risk of fatal and serious injury crashes at a busy highway connection.	Yamhill County OR	\$3,590
Confederated Tribes of Grand Ronde	Funds would be used to develop a recreation center serving low and moderate income people.	Yamhill County OR	\$2,000



FOA-ETA-23-31
DOL Building Pathways to Infrastructure Jobs Grant Program
Department of Labor
Employment and Training Administration

GENERAL INFORMATION

Document Type:	Grants Notice
Funding Opportunity Number:	FOA-ETA-23-31
Funding Opportunity Title:	DOL Building Pathways to Infrastructure Jobs Grant Program
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Grant
Category of Funding Activity:	Employment, Labor and Training
Category Explanation:	
Expected Number of Awards:	25
CFDA Number(s):	17.268 -- H-1B Job Training Grants
Cost Sharing or Matching Requirement:	Yes

Version:	Synopsis 3
Posted Date:	Apr 05, 2023
Last Updated Date:	Apr 05, 2023
Original Closing Date for Applications:	Jul 07, 2023 Applications must be submitted electronically no later than 11:59 pm Eastern Time.
Current Closing Date for Applications:	Jul 07, 2023 Applications must be submitted electronically no later than 11:59 pm Eastern Time.
Archive Date:	
Estimated Total Program Funding:	\$80,000,000
Award Ceiling:	\$5,000,000
Award Floor:	\$500,000

ELIGIBILITY

Eligible Applicants:	Native American tribal governments (Federally recognized) Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education Others (see text field entitled "Additional Information on Eligibility" for clarification) State governments Private institutions of higher education Public and State controlled institutions of higher education City or township governments Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education County governments
Additional Information on Eligibility:	See Section III. Eligibility Information for more information on Eligible Applicants.

ADDITIONAL INFORMATION

Agency Name:

Employment and Training Administration

Description:

The purpose of the DOL Building Pathways to Infrastructure Jobs Grant Program is to fund public-private partnerships to develop, strengthen, and scale promising and evidence-based training models in H-1B industries and occupations critical to meeting the goals of the Bipartisan Infrastructure Law (BIL) and to maximize the impact of these investments. The United States (U.S.) will need a proficient workforce to fill the good-paying jobs created by this historic investment, and this grant program will train job seekers in advanced manufacturing; information technology; and professional, scientific, and technical services occupations that support renewable energy, transportation, and broadband infrastructure sectors. The DOL Building Pathways to Infrastructure Jobs Grant Program represents a down payment for the future skilled workforce needs that are being developed through the BIL investments by investing in the development and expansion of the workforce partnerships that will be needed to build equitable pathways to good infrastructure jobs. The Infrastructure Investment and Jobs Grant Program serves dual purposes by implementing and scaling worker-centered sector strategies to support the workforce necessary for successful implementation of the BIL. Applicants must choose one of the following tracks for this grant program: 1) Development Track: Developing and Implementing Local/Regional Worker-Centered Sector Strategy Programs; or 2) Scaling Track: Scaling Effective Worker-Centered Sector Strategy Programs. The goal of the Development Track is to use promising training models to invest in and establish local/regional partnerships that will implement sector-based training programs across one or multiple infrastructure-related sectors. This track will support equitable participation and growth of worker-centered sector-based training programs, particularly those serving rural and smaller communities and historically marginalized, underrepresented, and underserved populations. The goal of the Scaling Track is to scale an existing training model to the statewide or national level, that has shown demonstrated success in one infrastructure-related sector. This track will invest in statewide and national partnerships that will set the stage to enable support and growth in evidence-based worker-centered sector strategies. Both tracks require public-private partnerships to develop workforce training programs which incorporate the following core principles into their grant project design to ensure equitable access to quality jobs: 1) strategies for ensuring diversity, equity, inclusion, and accessibility; 2) career pathways that lead to middle- to high-skilled employment; and 3) worker-centered sector strategies. To embed strong worker voice into these grant projects, applicants should engage workers during the initial grant proposal development phase to ensure that worker needs and priorities and job quality are incorporated into the project design. Questions regarding this Funding Opportunity Announcement (FOA) may be emailed to IN_FOA-ETA-23-31@dol.gov. We encourage prospective applicants and interested parties to use the Grants.gov subscription option to register for future updates provided for this particular FOA.

Link to Additional Information: [See Related Documents](#)**Grantor Contact Information:** If you have difficulty accessing the full announcement electronically, please contact:Ariam Ferro
IN_FOA-ETA-23-31@dol.govIN_FOA-ETA-23-31@dol.gov



Recipient Name:	Grant Number:	Unique Entity ID (UEI)	Entity Type	Address Line 1	Address Line 2	City	State	Zip	Registered in Sam.gov	Paid Officers compensation	Federal Funds 80% or more	Total Compensation
Oregon Department of Transportation/Port of Hood River	6248	XKMMGCKGMQC8	Subrecipient	355 Capitol St		Salem	OR	97301	Yes	No	No	
Point of Contact Name for this report	Tami Weil		Email:	tami.weil@odot.oregon.gov								REQUIRED if you answered

Total Grant Award	\$ 5,000,000.00
Cumulative Program Income Earned	\$ -
Total Funds Available to Spend for Program	\$ 5,000,000.00

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name of Certifying Individual	Tami Weil
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Report Due Dates:	1/15/2022	4/15/2022	7/15/2022	10/15/2022	1/15/2023	4/15/2023	7/15/2023	10/15/2023	1/15/2024	4/15/2024	7/15/2024
Reporting Period:	3/1/21-12/31/21	1/1/22-3/31/22	4/1/22-6/30/22	7/1/22-9/30/22	10/1/22-12/31/22	1/1/23-3/31/23	4/1/23-6/30/23	7/1/23-9/30/23	10/1/23-12/31/23	1/1/24-3/31/24	4/1/24-6/30/24

EXPENDITURES:

	FFY Q1, 2022	Q2, 2022	Q3, 2022	Q4, 2022	Q1, 2023	Q2, 2023	Q3, 2023	Q4, 2023	Q1, 2024	Q2, 2024	Q3, 2024	Total Expenditures
Salaries, Wages and Related Costs		\$ 19,593.51		\$ 41,690.90	\$ (14,797.77)	\$ 54,761.69						\$ 101,248.33
Materials and Supplies				\$ 4,956.93	\$ 773.00	\$ 29.00						\$ 5,758.93
Travel		\$ 455.94		\$ 19,183.17	\$ 43.85	\$ -						\$ 19,682.96
Other		\$ 17,497.72		\$ 36,684.72	\$ 60,081.39	\$ 32,913.45						\$ 147,177.28
Equipment and other Capital Costs				\$ 5,308.56	\$ 178.48	\$ 356.34						\$ 5,843.38
Agency Indirect Costs	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subrecipients/Subcontractors ~ ~ ~ ~ ~ This section summarizes detail from the Subagreements tab. To complete subrecipient/subcontractor detail, you may use Subagreements tab or Agency reports. ~ ~ ~ ~ ~												
Subtotal subject to indirect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal not subject to indirect	\$ -	\$ 33,702.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,702.90
Subcontractor/Subrecipient Total	\$ -	\$ 33,702.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,702.90
Total Quarterly Expenditures	\$ -	\$ 71,250.07	\$ -	\$ 107,824.28	\$ 46,278.95	\$ 88,060.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313,413.78

Remaining Grant Balance	\$ 5,000,000.00	\$ 4,928,749.93	\$ 4,928,749.93	\$ 4,820,925.65	\$ 4,774,646.70	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22
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Total Award Amount (including program Income Earned)	\$ 5,000,000.00											
Cumulative Obligation	\$ 33,702.90	\$ 71,250.07	\$ 71,250.07	\$ 179,074.35	\$ 225,353.30	\$ 313,413.78	\$ 313,413.78	\$ 313,413.78	\$ 313,413.78	\$ 313,413.78	\$ 313,413.78	\$ 313,413.78
Remaining Obligation	\$ 4,966,297.10	\$ 4,928,749.93	\$ 4,928,749.93	\$ 4,820,925.65	\$ 4,774,646.70	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22	\$ 4,686,586.22

Comments about expenditure report

Comments about expenditure report	Quarter
n/a	Q1, 2022
Costs include Project Director salary and reimbursements (per HB 2017), legal work related to PM procurement/contract, environmental work and governance development.	Q2, 2022
n/a	Q3, 2022
Costs include Project Director salary and reimbursements (per HB 2017), and administrative costs.	Q4, 2022
Costs include ODOT environmental support and miscellaneous capital costs and printed materials. Credits on Project Director salary and other costs previously reimbursed under separate grant, in error.	Q1, 2023
Costs include ODOT environmental support, Port Staff costs attributed to Bridge Replacement work, and miscellaneous capital costs and printed materials.	Q2, 2023
	Q3, 2023
	Q4, 2023
	Q1, 2024
	Q2, 2024
	Q3, 2024

Agency: Port of Hood River
 Address: 1000 E. Port Marina Dr.
 Hood River, OR 97031
 Federal Tax ID No.
 Agency Use:

Local Programs Progress Billing

Federal Aid or State Project: HLP-2020(050)
 Agreement Number: GCB3577
 Last Supplement :
 Project Title: Hood River - White Salmon Bridge Replacement
 Project End Date: n/a

Progress Bill No: 5
 Final Progress Bill? no
 Billing Period from: 1/1/2023
 through: 3/31/2023
 CN Award Date: n/a

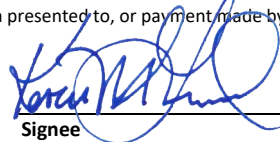
	1	2	3	4	5	6	7	8	9
PE	Total Eligible This Period	Amount Eligible Prior Periods	Total Eligible To Date	Participation Rate	Amount Claimed This Period <i>Col 1 x Col 4</i>	Amount Claimed Prior Periods	Total Claimed To Date <i>Col 5 + Col 6</i>	Amount Authorized Per Agreement	Remaining Federal/State Funds <i>Col 8 - Col 7</i>
a - Administrative	41,677.69	142,807.28	184,484.97	100.0000%	41,677.69	142,807.28	184,484.97	360,000.00	175,515.03
b - Project Management	325,811.90	566,247.18	892,059.08	100.0000%	325,811.90	566,247.18	892,059.08	1,638,000.00	745,940.92
c - Engineering/Design	291,287.51	0.00	291,287.51	100.0000%	291,287.51	0.00	291,287.51	1,819,000.00	1,527,712.49
d - Studies/Services	205,983.45	632,094.79	838,078.24	100.0000%	205,983.45	632,094.79	838,078.24	945,800.00	107,721.76
e - Contingency	0.00	0.00	0.00	100.0000%	0.00	0.00	0.00	237,200.00	237,200.00
<i>Total Preliminary Engineering</i>	864,760.55	1,341,149.25	2,205,909.80		864,760.55	1,341,149.25	2,205,909.80	5,000,000.00	2,794,090.20
RW									
f -	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
g -			0.00		0.00		0.00		0.00
h -			0.00		0.00		0.00		0.00
i -			0.00		0.00		0.00		0.00
<i>Total Right of Way</i>	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
CN									
k -	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
l -			0.00		0.00		0.00		0.00
m -			0.00		0.00		0.00		0.00
n -			0.00		0.00		0.00		0.00
o -			0.00		0.00		0.00		0.00
p -			0.00		0.00		0.00		0.00
CE									
q - Agency			0.00		0.00		0.00		0.00
r -			0.00		0.00		0.00		0.00
<i>Total Construction</i>	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT	864,760.55	1,341,149.25	2,205,909.80		864,760.55	1,341,149.25	2,205,909.80	5,000,000.00	2,794,090.20

Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible for the purposes specified; also, that no other claims have been presented to, or payment made by, the State of Washington for those costs claimed for reimbursement.

Submit to HQ Local Programs

hqlpbillings@wsdot.wa.gov

WSDOT Local Programs
 PO BOX 47390
 Olympia, WA 98504-7390


 Signee

Port of Hood River Executive Director
 Title

April 19, 2023
 Date



Washington State Transportation Commission

wstc.wa.gov

MEETING AGENDA
WSDOT Headquarters Building
Nisqually Board Room 1D2
310 Maple Park Avenue SE, Olympia, WA

This meeting will be in-person with the option to attend virtually. Registration is required to participate virtually. Please visit the WSTC [website](#) for instructions.

Meetings are webcast live on tvw.org

PUBLIC NOTICE

The Commission reserves the right to take action on any item on the agenda, make adjustments to the order of agenda items, and adjust the time of adjournment as needed.

Those wishing to offer comments can do so during the public comment period either in-person or virtually. To sign up for virtual comment, using the Q&A box found on-screen during the meeting, indicate your name and that you would like to provide comments. Written comments can also be submitted via email at: transc@wstc.wa.gov.

If you plan to engage in this meeting from your car, we encourage you to do so while parked.

Tuesday, May 16, 2023

Item	Time	Item Description	Presenter
1.	9:00 am	Welcome & Opening Remarks	Roy Jennings Chair Washington State Transportation Commission
2.	9:05 am	Evolution of the Work Week Commute <i>In the wake of the COVID-19 pandemic, the past few years have witnessed dramatic changes in work arrangements and travel behavior. Commute Seattle, in partnership with the University of Washington, will discuss their recently released Seattle Commute Survey findings showing both commuting and non-commuting travel patterns.</i>	Kirk Hovenkotter Executive Director Commute Seattle Lamis Ashour PhD Candidate University of Washington Bart Treece, PTP Director Mobility Innovation Center University of Washington

Item	Time	Item Description	Presenter
3.	10:00 am	<p>2023/2025 Transportation Budget Overview</p> <p><i>Staff from the Governor’s budget office will provide an overview of the enacted biennial Transportation Budget.</i></p>	<p>Erik Hansen Senior Budget Assistant Office of Financial Management</p>
	10:30 am	Break	
4.	10:45 am	<p>State Transportation Revenue Forecast Update</p> <p><i>The latest quarterly transportation revenue forecast results were released in March 2023. An overview of the forecast will be provided with a focus on toll and ferry fare revenues.</i></p>	<p>Carl See Deputy Director Washington State Transportation Commission</p> <p>Todd Lamphere Director Finance and Administration Washington State Ferries</p> <p>Ed Barry Director of Tolling Washington State Department of Transportation</p>
5.	11:15 am	<p>Washington State Ferries Updates – 2023/25 Fare Setting</p> <p><i>The Transportation Commission sets ferry fares and policies to meet revenue targets set by the Legislature. The 2023/25 Transportation Budget has set a new fare revenue target, and staff from Washington State Ferries (WSF) and the Transportation Commission will present a proposed fare development process. Staff will also review current WSF plans for service restoration.</i></p>	<p>Todd Lamphere Director Finance and Administration Washington State Ferries</p> <p>Aaron Halbert Fiscal Analyst Washington State Transportation Commission</p>
	12:00 pm	Lunch	
6.	1:00 pm	<p>Traffic and Financial Update on Washington’s Tolled Facilities</p> <p><i>An overview will be provided on updated traffic volumes for all tolled facilities. Also, certification for current SR 520 Bridge toll rates and financial performance will be provided.</i></p>	<p>Ed Barry Director of Tolling Washington State Department of Transportation</p> <p>Jason Richter Deputy Treasurer Office of the State Treasurer</p>
7.	1:30 pm	<p>I-405/SR 167 Express Toll Lanes Rate Setting Plan Update</p> <p><i>An update will be provided regarding on-going Commission and Washington State Department of Transportation rate setting planning for the I-405/SR 167 Express Toll Lanes.</i></p>	<p>Carl See Deputy Director Washington State Transportation Commission</p> <p>Ed Barry Director of Tolling Washington State Department of Transportation</p>
	2:15 pm	Break	

Item	Time	Item Description	Presenter
8.	2:30 pm	<p>Hood River Bridge Traffic & Revenue Study - ACTION</p> <p><i>Draft study findings and recommendations will be discussed ahead of releasing the final report at the end of June. The study focus is on assessing and determining potential toll revenue generation under different toll rate levels that would support funding the Hood River Bridge replacement project.</i></p>	<p>Carl See Deputy Director Washington State Transportation Commission</p> <p>Timothy J. Boesch, AICP PMP Principal Senior Project Manager CDM Smith</p> <p>Lowell Clary President Clary Consulting</p> <p>Yonnel Gardes CDM Smith</p> <p>Port of Hood River- TBD</p>
9.	3:30 pm	<p>2023 FROG (Ferry Rider Opinion Group) Winter WSF Performance Survey Results</p> <p><i>A summary of the research results from the WSF Winter Performance study conducted among FROG panelists. Results will include overall satisfaction with WSF along with tracking on key performance metrics of ferry riders' experience with WSF throughout the Winter period.</i></p>	<p>Chelsea Benning Director, Design and Analysis Pacific Market Research</p>
	4:30 pm	Adjourn	
		Reconvene – Day 2	May 17, 2023 9:00 am

Wednesday, May 17, 2023

Item	Time	Item Description	Presenter
10.	9:00 am	Welcome & Opening Remarks	Roy Jennings Chair Washington State Transportation Commission
11.	9:05 am	Commission Business <ul style="list-style-type: none"> - April Meeting Summary - Legislative Session Recap - Commission Officer Elections – ACTION - Friday Harbor meeting and logistics planning 	
12.	10:00 am	Preliminary Findings - Route Jurisdiction Transfer Request – City of Snoqualmie, Snoqualmie Parkway – ACTION <i>The Transportation Commission receives and reviews route jurisdiction transfer requests from cities, counties or the Department of Transportation requesting any addition or deletion from the state highway system. The City of Snoqualmie is requesting a transfer of the Snoqualmie Parkway, between the terminus of SR 18 at I-90 and SR 202/Railroad Ave., to the State of Washington. In this presentation, Transportation Improvement Board staff will provide the Commission with an independent engineering review of this request and present their preliminary findings for approval.</i>	Ashley Probart Executive Director Transportation Improvement Board Greg Armstrong Project Engineer Transportation Improvement Board
13.	10:30 am	Preliminary Findings - Route Jurisdiction Transfer Request – City of Ridgefield, State Route 501- ACTION <i>The City of Ridgefield is requesting a transfer of SR 501, known as “Pioneer St.,” from the State of Washington to the City of Ridgefield. In this presentation, the Transportation Improvement Board will provide the Commission with an independent engineering review of this request and present their preliminary findings for approval.</i>	Ashley Probart Executive Director Transportation Improvement Board Greg Armstrong Project Engineer Transportation Improvement Board

Item	Time	Item Description	Presenter
14.	11:00 am	<p>Colman Plaza Naming – ACTION</p> <p><i>Washington State Ferries has been working with the Tribes to develop a naming proposal for two plaza areas located at the Colman Dock in Seattle. Washington State Ferries will provide an overview of their efforts and present a naming recommendation for consideration.</i></p>	<p>Patty Rubstello Assistant Secretary Washington State Ferries</p> <p>Phillip Narte Tribal Liaison Washington State Ferries</p>
15.	11:20 am	<p>Secretary’s Report</p> <p><i>An update will be provided on Washington State Department of Transportation (WSDOT) activities.</i></p>	<p>Roger Millar Secretary Washington State Department of Transportation</p>
16.	11:35 am	<p>Public Comment</p> <p><i>To sign up for public comment, please put your name in the Q&A box found on screen and that you would like to provide public comment during the meeting.</i></p>	
17.	11:45 am	<p>Commission Business</p> <p>- <i>Reflections and Recommendations</i></p>	
	12:00 pm	ADJOURN	
		Next Meeting	<p>June 21 & 22, 2023 Friday Harbor, WA – In Person</p>

All Transportation Commission meetings are open to the public.

NOTE: Presentations posted on our website: wstc.wa.gov



Americans with Disabilities Act (ADA) Information: Individuals requiring reasonable accommodations may request written materials in alternate formats, sign language interpreters, physical accessibility accommodations, or other reasonable accommodations by contacting the Commission Office at (360) 705-7070 or TransC@wstc.wa.gov. Persons who are deaf or hard of hearing may contact the event sponsor through the Washington Relay Service at 7-1-1.

Title VI Notice to Public

It is the Washington State Transportation Commission’s (WSTC) policy to assure that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT’s Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR’s Title VI Coordinator 360-705-7090.

Hood River Bridge T&R Study

Update to Washington State Transportation Commission

April 18, 2023



**CDM
Smith**[®]

Tim Boesch, AICP PMP - CDM Smith
Carl See – Deputy Director, WSTC

Agenda

- Recap Study Background
- Review Preliminary Final Two Tolling Scenarios
- Identify Updates to Analysis
- Discuss and Approve Direction on Final Two Tolling Scenarios



Study Background

Study Purpose

- The 2022 enacted State Supplemental Transportation Budget (ESSB 5689) directs the WSTC to carry out a planning level traffic and revenue study of the Hood River Bridge to be completed by June 30, 2023
- The primary goal is to develop planning level traffic and revenue analysis and resulting toll funding capacity across multiple scenarios to support future funding decisions for proposed bridge replacement plan(s)
- This study should also inform a potential investment grade traffic and revenue study



Hood River Bridge Replacement Funding

- Total bridge replacement project costs: \$520 million (2022 dollars)
 - Estimate based on preliminary analysis by the Port of Hood River
- Funding committed to date: \$95 million
 - State Funding: \$80 million from Washington, \$10 million from Oregon
 - Federal Grants: \$5 million in federal grant fund
- Funding targets to address the \$425 million in unfunded need include:
 - State Funding: \$160 million in additional state funding
 - Intent is to have total of \$125 million committed by both WA and OR (\$250 million total)
 - Federal Grants: \$125 - \$195 million
 - Unsuccessful in 2022, preparing new federal grant applications for 2023
 - **Toll-Backed Financing: \$75-\$125 million**
 - **Subject to on-going traffic & revenue analysis and financial need**

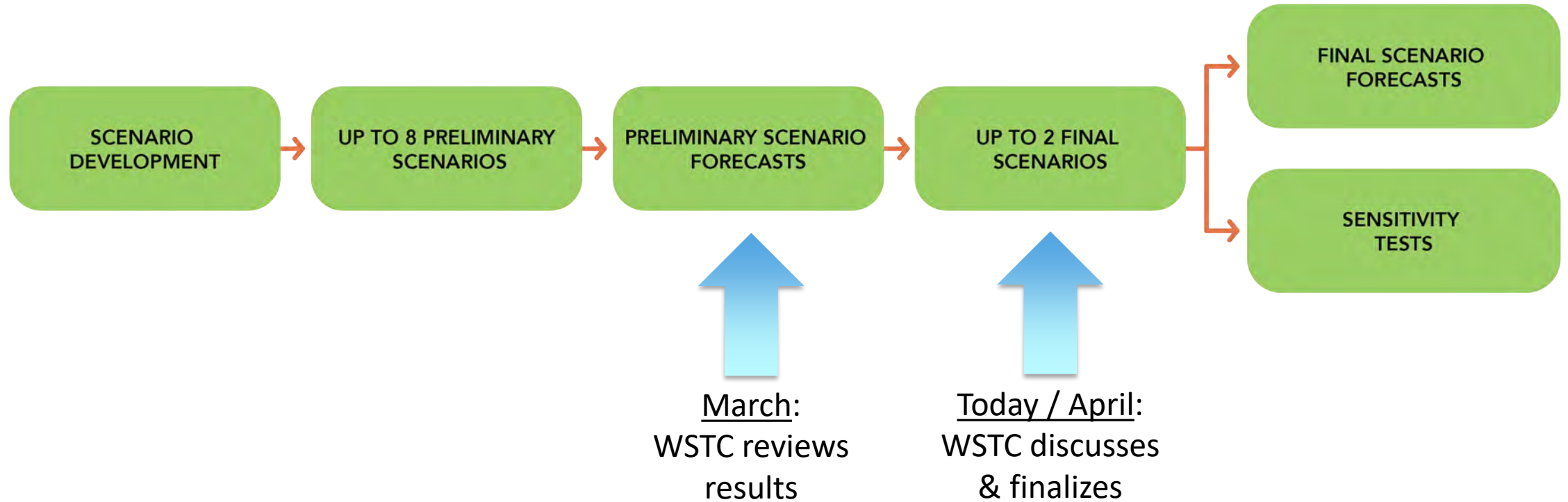
Hood River Bridge Replacement Tolling

- Current Hood River Bridge tolling revenues support existing bridge operations & maintenance and a small portion of bridge replacement.
- Port of Hood River anticipates tolling in support of the replacement bridge to include:
 - Pre-Completion Tolling: Revenues from a toll increase on the current bridge dedicated to the replacement bridge project as soon as July 1, 2023 (FY 2024) – *may shift to January 1, 2024*
 - Post-Completion Tolling: Revenues from tolling on the replacement bridge beginning in FY 2031 dedicated to funding debt service as well as on-going operations & maintenance and repair & replacement costs



Final Two Scenarios: Preliminary WSTC Direction

Study Scenarios Process



Summary of Preliminary WSTC Direction

- **Summary of preliminary direction from WSTC (3/14) – final two tolling scenarios:**
 - **Funding / Financing Needs:** Advance bookend scenarios for min/max of toll funding range (\$75 - \$125 million) targeted by the Bi-State Working Group (BSWG)
 - **BreezeBy / Video Rate Differential:** Apply the \$2 differential to Scenario A (\$75 million target) and apply escalation on video rates to Scenario B (\$125 million target)
 - **Pre-Completion Toll Rates:** Apply BSWG's Scenario 3 to Scenario A (\$75 million target) and apply BSWG's Scenario 5 to Scenario B (\$125 million target)
 - **Toll Rate Increases / Escalation:** For both scenarios, apply a toll rate increase upon bridge opening in FY 2031. Apply periodic escalation at amounts proposed in preliminary scenarios (15% increase every 5 years) starting in FY 2036.

Preliminary WSTC Direction: Final Two Tolling Scenarios

FY 24 – FY 30 toll rates align with BSWG Scenario 3 (\$1.75/3.50) & Scenario 5 (\$2.00 / \$3.00)

FY 31 – FY 51 toll rates are preliminary, pending verification of ability to meet estimated financial capacity targets

Existing Toll Rates	BreezeBy	\$1.00	
	Cash / CC	\$2.00	
		Scenario A	Scenario B
<i>Pre-Completion (FY 24-30)</i>		<i>FY 24 Increase by \$.75 for BreezeBy & \$1.50 for Cash</i>	<i>FY 24 Increase by \$1.00 for BreezeBy & Cash</i>
FY 24	BreezeBy	\$1.75	\$2.00
	Cash / CC	\$3.50	\$3.00
FY 30	BreezeBy	\$1.75	\$2.00
	Cash / CC	\$3.50	\$3.00
<i>Targeted Reserves (pending)</i>		<i>\$15-21 million</i>	<i>\$15-21 million</i>
<i>Post Completion (FY 31-51)</i>		<i>15% Increase every 5 yr starting in FY 36 (BreezeBy)</i>	<i>15% Increase every 5 yr starting in FY 36</i>
FY 31	BreezeBy	\$2.00	\$2.50
	Video	\$4.00	\$5.00
FY 51	BreezeBy	\$3.50	\$4.45
	Video	\$5.50	\$8.75
<i>Targeted Financial Capacity</i>		<i>\$75 million</i>	<i>\$125 million</i>

Additional Stakeholder Feedback

- Shared preliminary WSTC direction on final scenarios with stakeholders including:
 - Bi-state Working Group (March 20),
 - POHR Commission (March 21) and
 - Study's Technical Working Group (March 22)
- Support for WSTC's direction on final tolling scenarios
- On-going interest on addressing impacts of toll rates increases on low-income and historically disadvantaged communities
- Bi-State Working Group and POHR continue focus on project funding and pre-completion toll increase this year

Follow-Up Analysis on Proposed Final Scenarios

- Work continues to refine final scenarios
 - Refining trip suppression process in response to comments and proposed toll rates
 - Reviewing and updating toll operating costs
 - Applying clarification on toll rate multipliers for larger vehicles
 - Reprocessing T&R forecasting
 - Updating financial capacity analysis
- Proposed toll rates will be adjusted, if needed, to meet WSTC's financial and policy direction for the final scenarios

Recap of Proposed Additional Analysis

- The following are proposed as additional analysis (sensitivity tests) for two potential discount programs:
 - Frequent user discount: flat monthly rate for frequent users
 - Low-income discount: 50% discount for \$25,000 household income or less
- Other analysis may include:
 - Toll sensitivity curve
 - Economic growth low/high
 - Suppression higher
 - VOT lower
 - Higher transponder share

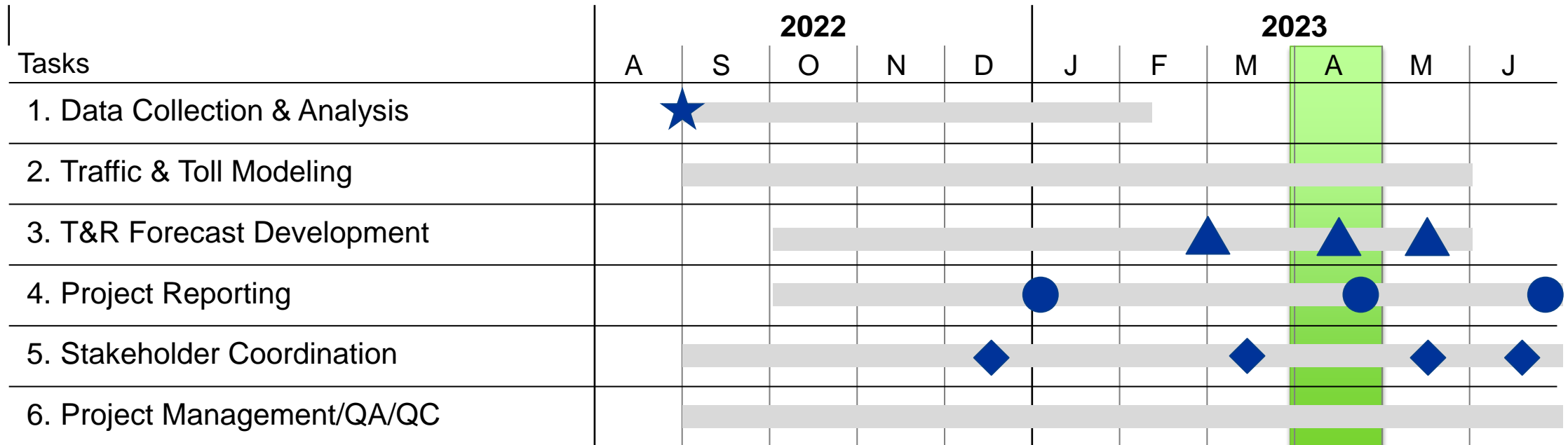
Final Two Tolling Scenarios

- Discussion of updated final two tolling scenarios and sensitivity tests
- Approval sought today to begin analysis on final two scenarios and sensitivity tests



Next Steps / Workplan

Project Update - Schedule



Month	Key Milestones
Aug 2022	Notice To Proceed
Nov 2022	Potential Scenarios
Dec 2022	WSTC briefing, Report Outline
Mar 2023	Preliminary T&R forecasts (8 scenarios)

Month	Key Milestones
May 2023	Refined T&R forecasts (2 scenarios)
May 2023	Draft T&R Report
May 2023	WSTC meeting, final T&R forecasts
Jun 2023	WSTC meeting, final T&R Report

Questions / Contact:

Carl See

Deputy Director

Washington State Transportation Commission

seecarl@wstc.wa.gov

360-705-7070



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

700 E. Port Marina Driver - Hood River, OR 97031 - www.hoodriverbridge.org - Email: info@hoodriverbridge.org

Prepared by: Michael Shannon
Date: May 01, 2023
Re: Consulting Services Amendment No. 04 with ODOT

ODOT invoices the Bridge Replacement project for its staff time reviewing, editing and otherwise consulting on the Port's Bridge Replacement efforts. Here is a summary of the Port's contract history:

ORIGINAL CONTRACT -	\$160,000, April 2019, staff reimbursement
AMENDMENT #1 -	\$ 40,000, Jan. 2020, ethnographic surveys
AMENDMENT #2A -	\$ 50,000, Dec. 2020, Supp. Draft EIS
AMENDMENT #2B -	\$ 15,000, May. 2021, Sec. 106
AMENDMENT #3 -	\$145,000, Jan. 2022, Treaty Tribe MOA, Build Grant

This contract amendment will include approximately 1,294 hours of additional work on the development and completion of the Tribal Compensatory Agreements, Record of Decision, and agency coordination for BUILD grant. These hours would be billed at a rate of \$100/hr. rate and would add \$129,400 to the contract for an updated total of \$536,782.

The Port's legal counsel has reviewed the amendment and had no concerns or comments. This contract is reimbursable from the ARPA Grant funds and BUILD Grant funds.

RECOMMENDED ACTION: Authorize Amendment No. 4 with the Oregon Dept. of Transportation for Consultation Services related to the Replacement of the Hood River-White Salmon Bridge pending legal review.

Revised Exhibit A - Revision 4

Hood River EIS ODOT Staff Hours

Phase 1		<i>Hourly rate \$69</i>
Agency Coordination Plan	16	\$ 1,104
DEIS Reevaluation	12	\$ 828
Technical Reports (includes methods)	782	\$ 53,958
Cumulative Impacts	112	\$ 7,728
Phase 1 Subtotal	922	\$ 63,618
Phase 2		<i>Hourly rate \$69</i>
Supplemental EIS	736	\$ 50,784
Biological Assessment/ ESA Section 7	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	456	\$ 31,464
Decision Document/Admin Record	116	\$ 8,004
Ethnographic Studies		\$ 30,000
Phase 2 Subtotal	1,536	\$ 135,984
Phase 3		<i>Hourly rate \$75</i>
Complete SEIS- Adjusted	274	\$ 20,550
Biological Assessment/Opinion and ESA Section 7	88	\$ 6,600
Decision Document/Admin Record	208	\$ 15,600
Analysis / Section 106 Process	140	\$ 10,500
Final EIS Review and Management	60	\$ 4,500
Phase 3 Subtotal	770	\$ 57,750
Phase 4		<i>Hourly rate \$90</i>
Complete Tribal Fishery MOA	278	\$ 25,020
Agency Coordination BUILD Grant	1,389	\$ 125,010
Phase 4 Subtotal	1,667	\$ 150,030
Phase 5		<i>Hourly rate \$100</i>
Complete MOAs/BO/FEIS/ROD	460	\$ 46,000
Agency Coordination BUILD Grant	834	\$ 83,400
Phase 5 Subtotal	1,294	\$ 129,400
TOTAL	6,189	\$ 536,782

**AMENDMENT NUMBER 04
INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

This is Amendment No. 04 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Port of Hood River**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on April 25, 2019, Amendment Number 1 on January 8, 2020, Amendment Number 2 on December 14, 2020, and Amendment Number 3 on January 24, 2022.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to expand technical services work and increase funding for those services.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Exhibit A – Revision 3 shall be deleted in its entirety and replaced with the attached Revised Exhibit A – Revision 4. All references to "Revised Exhibit A – Revision 3" shall hereinafter be referred to as "Revised Exhibit A – Revision 4."

TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

2. Agency shall pay to State for State's performance of the Services an amount not to exceed \$410,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

Is deleted in its entirety and replaced with the following:

2. Agency shall pay to State for State's performance of the Services an amount not to exceed \$536,782. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21280) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

THE PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency’s process)

By _____
Agency Counsel

Date _____

Agency Contact:

Kevin Greenwood, Executive Director
1000 E. Port Marina Drive

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Major Projects Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____ N/A _____
Assistant Attorney General

Agency/State
Agreement No. 330758

Hood River, OR 97031
541.961.9517
kgreenwood@portofhoodriver.com

Date: _____

State Contact:

Rob Wattman
123 NW Flanders Street
Portland, OR 97209
503.731.8268
Robert.k.wattman@odot.oregon.gov

Section 106 Mini Schedule (as of 4/13/2023)

Sequence	Category	Task Name/Description	Team Lead	Start Date	End Date	Status	Notes
01.1.1	Sec 106 MOA	Confirm "Phase 1" mitigation with Yakama Nation	Roy			Active	Need to continue to work on advancing this on separate timeline of the Phase 2 mitigation/Fish MOA
01.1.2	.TCP	Confirm "Phase 2" mitigation with Yakama Nation	Roy, Mike			Active	Could be months away
01.1.3	.TCP	Yakama provides TCP documentation to DAHP	Roy			Active	
01.2.1	Sec 106 MOA	WSP addresses SHPO review comments on MOA	Brian		4/20/2023	Active	
01.2.2	Sec 106 MOA	ODOT reviews MOA revisions per SHPO comments	Bob, Roy		4/28/2023	Active	
01.2.3	Sec 106 MOA	WSP addresses ODOT's comments	Brian		5/5/2023	Not Started	
02.1.1	.TCP	DAHP reviews TCP documentation; concurs w/no adverse effect	Roy			Not Started	
02.1.2	Project FOE	ODOT submits Project Finding of Effect Letter to SHPO & DAHP	Bob, Roy			On Deck	
02.1.3	Project FOE	DAHP concurs w/Project FOE	Bob, Roy			Not Started	Consider adding a statement about the TCP de minimis, so their concurrence covers both FOEs and DM
02.1.4	Project FOE	SHPO concurs w/Project FOE	Bob, Roy			Not Started	
02.2.1	Section 4(f)	WSP prepares de minimis letter for TCP	Brian, Ethan			Not Started	Begins once YN provides TCP documentation
02.2.2	Section 4(f)	ODOT and FHWA reviews TCP de minimis letter	Bob, Roy, Thomas			Not Started	
02.2.3	Section 4(f)	WSP finalizes TCP de minimis letter	Brian, Ethan			Not Started	
02.2.4	Section 4(f)	ODOT submits TCP de minimis letter to DAHP	Bob, Roy			Not Started	May be addressed via Project FOE
02.2.5	Section 4(f)	DAHP concurs w/TCP de minimis letter	Bob, Roy			Not Started	May be addressed via Project FOE
03.0.0	Sec 106 MOA	ODOT submits MOA to DAHP for review	Bob, Roy			Not Started	
04.0.0	Sec 106 MOA	WSP addresses DAHP review comments on MOA	Brian			Not Started	
05.0.0	Sec 106 MOA	ODOT reviews MOA revisions per DAHP comments	Bob, Roy			Not Started	
06.0.0	Sec 106 MOA	WSP revises MOA per ODOT review	Brian			Not Started	
07.0.0	Sec 106 MOA	FHWA legal review of MOA	Bob, Roy, Thomas			Not Started	
08.0.0	Sec 106 MOA	WSP/ODOT finalize MOA per legal review	Brian, Bob, Roy			Not Started	
09.0.0	Sec 106 MOA	ODOT begins MOA signatures	Bob, Roy			Not Started	
10.0.0	Sec 106 MOA	Port signs MOA	Kevin			Not Started	
11.0.0	Sec 106 MOA	ODOT signs MOA	Bob, Roy			Not Started	
12.0.0	Sec 106 MOA	WSDOT signs MOA	Bob, Roy			Not Started	
13.0.0	Sec 106 MOA	SHPO signs MOA	Bob, Roy			Not Started	
14.0.0	Sec 106 MOA	DAHP signs MOA	Bob, Roy			Not Started	
15.0.0	Sec 106 MOA	FHWA signs MOA	Bob, Roy, Thomas			Not Started	
16.0.0	Section 4(f)	FHWA signs bridge programmatic 4(f)	Bob, Roy, Thomas			On Deck	Document complete; FHWA can sign after MOA signed
17.0.0	z.NEPA	Receive BiOp	Mike, Brian, Carol			Active	
18.0.0	z.NEPA	Update Final EIS/ROD to include MOA, 4(f), BiOp	Angela, Brian			On Deck	
19.0.0	z.NEPA	Submit Final EIS/ROD for FHWA legal review	Angela, Brian, Thomas			Not Started	
20.0.0	z.NEPA	Determine if Final EIS/ROD can be published w/o Tribal Fish MOAs	Thomas			Not Started	
21.0.0	z.NEPA	If yes, publish Final EIS/ROD	Angela, Brian			Not Started	