

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

**A JOINT EXERCISE OF POWERS AGENCY**

255 Glacier Drive, Martinez, CA 94553

**AGENDA  
Board of Directors**

**Thursday, June 11, 2026  
6:30 p.m.**

**Tri-Delta Transit Meeting Room  
801 Wilbur Avenue  
Antioch, California**

This is an in-person meeting of the Board of Directors with the option for members of the public to appear in person or to participate via Zoom teleconference. Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in or log in to the meeting via Zoom.

To participate by phone, dial +1 669 444 9171 US.

The meeting ID is 963 9741 0498 Passcode: 352861

To participate online using Zoom, hold down CTRL + click the following:

[Join Zoom Meeting Here](#)

Meeting ID: 963 9741 0498 Passcode: 352861

If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments will generally be limited to two minutes. The Board Chair may reduce the amount of time allotted for each public comment at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated. A break may be called at the discretion of the Board Chair. At the discretion of the Board Chair, agenda items may be considered out of order.

In lieu of making public comments at the meeting, members of the public also may submit public comments before or during the meeting by emailing comments to Program Manager Dale Dennis at [Dale.Dennis@pw.cccounty.us](mailto:Dale.Dennis@pw.cccounty.us). If you have difficulty emailing a public comment, please contact Dale Dennis at (925) 595-4587.

All comments submitted by email to the above email address before the conclusion of the meeting will be included in the record of the meeting. When feasible, the Board Chair, or designated staff, also will read the comments into the record at the meeting, subject to a two-minute time limit per comment.

To obtain a copy of a staff report or other written materials related to an open session item on the agenda, please contact Dale Dennis by email to [Dale.Dennis@pw.cccounty.us](mailto:Dale.Dennis@pw.cccounty.us), or by phone at (925) 595-4587.

**Board of Directors:**

Susannah Meyer, City of Brentwood – Chair  
Aaron Meadows, City of Oakley – Vice Chair  
Juan Banales, City of Pittsburg  
Diane Burgis, Contra Costa County  
Ron Bernal, City of Antioch

**Authority Staff Office:**

Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

**A JOINT EXERCISE OF POWERS AGENCY**

255 Glacier Drive, Martinez, CA 94553

**Agenda  
June 11, 2026**

1. Call to Order
2. Election of Officers
3. Public Comment
4. Consent
  - A. **APPROVE** minutes of the December 11, 2025 Board of Directors meeting (January 2026, February 2026, March 2026, April 2026 and May 2026 meetings cancelled).
  - B. **APPROVE** FY 2025/26 End of the Year Budget.
  - C. **APPROVE** FY 2026/27 Budget.
  - D. **ACCEPT** Audit Report prepared by Cropper Rowe, LLP, Certified Public Accountants, for the Fiscal Year 2024/25. (Copies sent to Board Members under separate cover. Copies available to public upon request.)
  - E. **Lone Tree Way UP At-Grade Crossing Project.** Staff recommends the Board take the following actions:
    - a. **APPROVE** an updated June 2026 ECCRFFA Strategic Plan increasing the ECCRFFA project development funding for the Lone Tree Way UP At-Grade Crossing Project (previously known as the Lone Tree Way Rail Crossing Project) from \$850,000 to a new limit of \$1,435,000;
    - b. **APPROVE** Cooperative Agreement No. 38-26 with the City of Brentwood related to funding ECCRFFA's share of project development costs for the Lone Tree Way UP At-Grade Crossing Project; and **AUTHORIZE** the Secretary, or designee, to execute the Cooperative Agreement on behalf of the Authority substantially in the form attached to this staff report, inclusive of any non-substantive changes negotiated by the Secretary or designee; and
    - c. **ADOPT** Appropriation Resolution No. 26/01 appropriating \$1,435,000 for the City of Brentwood's project development activities including environmental, design and right of way activities for the Lone Tree Way UP At-Grade Crossing Project; and **RESCIND** Appropriation Resolution No. 25/09 for the Lone Tree Way Rail Crossing Project.

**Board of Directors:**

Susannah Meyer, City of Brentwood – Chair  
Aaron Meadows, City of Oakley – Vice Chair  
Juan Banales, City of Pittsburg  
Diane Burgis, Contra Costa County  
Ron Bernal, City of Antioch

**Authority Staff Office:**

Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

**A JOINT EXERCISE OF POWERS AGENCY**

255 Glacier Drive, Martinez, CA 94553

- F. APPROVE and AUTHORIZE** the Secretary, or designee, to execute an amendment to the agreement between the Authority and Anita Tucci-Smith, to extend the termination date from June 30, 2026 to a new termination date of June 30, 2027, with no change in payment limit, for continued minute-taking services (no attachment).
- G. APPROVE and AUTHORIZE** the Secretary, or designee, to execute an amendment to the Consulting Services Agreement between the Authority and Fehr and Peers, to increase the payment limit by \$50,000, and to extend the termination date from June 30, 2026, to a new termination date of June 30, 2027, to provide technical support (no attachment).
- H. APPROVE and AUTHORIZE** the Secretary, or designee, to execute an amendment to the Consulting Services Agreement between the Authority and L. Lucy Owens, to extend the termination date from June 30, 2026, to a new termination date of June 30, 2027, to provide right of way services and staff support to the Program Manager, with no change in payment limit (no attachment).
- I. APPROVE and AUTHORIZE** the Secretary, or designee, to execute an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc. to increase the payment limit by \$151,152, and to extend the termination date from June 30, 2026, to a new termination date of June 30, 2027, for continued program management services.

5. Determination

- A. CONSIDER** adopting Resolution No. 2026/01 to authorize teleconferencing for ECCRFFA Board meetings under Government Code sections 54953.8 and 54953.8.7, in addition to other teleconference meeting options authorized by the Brown Act.

6. Board Member Comments

7. Adjournment

The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Staff at least 24 hours before the meeting, at (925) 595-4587. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the East Contra Costa Regional Fee and Financing Authority to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at the meeting location and at 255 Glacier Drive, Martinez, CA during normal business hours. To obtain a copy of any such materials by email after the meeting, please contact Dale Dennis at [Dale.Dennis@pw.cccounty.us](mailto:Dale.Dennis@pw.cccounty.us).

**Board of Directors:**

Susannah Meyer, City of Brentwood – Chair  
Aaron Meadows, City of Oakley – Vice Chair  
Juan Banales, City of Pittsburg  
Diane Burgis, Contra Costa County  
Ron Bernal, City of Antioch

**Authority Staff Office:**  
Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY  
Antioch - Brentwood - Oakley - Pittsburg and Contra Costa County**

JOINT EXERCISE OF POWERS AGENCY

December 11, 2025

The regular meeting of the EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) was convened as an in-person meeting with the option for members of the public to appear in person or to participate via Zoom teleconference. Members of the public were permitted to participate in the meeting online, or by telephone, and in lieu of making public comments at the meeting, members of the public could submit public comments before or during the meeting through [Dale.Dennis@pw.cccounty.us](mailto:Dale.Dennis@pw.cccounty.us).

The regular meeting was called to order by Chair Susannah Meyer at 7:00 P.M.

**ROLL CALL**

PRESENT: Juan Banales (Pittsburg), Ron Bernal (Antioch), Shanelle Scales-Preston (Contra Costa County), Vice Chair Aaron Meadows (Oakley), and Chair Susannah Meyer (Brentwood)

ABSENT: None

STAFF: Dale Dennis, Program Manager

**PUBLIC COMMENT**

No written comments were submitted, or oral comments made, by any member of the public.

**CONSENT ITEMS**

On motion by Director Meadows, seconded by Director Banales, the Authority adopted the Consent Calendar, as follows:

- A. APPROVED minutes of the September 11, 2025 Board of Directors meeting (October and November meetings cancelled).
- B. ADOPTED Resolution No. 2025/12 approving an additional, two-year extension of the current ECCRFFA temporary fee-incentive program, under which ECCRFFA will grant a 15 percent fee rebate from January 1, 2026 through December 31, 2027, with an option for periodic reevaluation, and DIRECTED Member Agencies to issue the fee rebates on behalf of ECCRFFA at the time of issuing building permits.
- C. APPROVED the ECCRFFA AB1600 Report for period ending June 30, 2025.

- D. ADOPTED the updated Fee Reduction Policy for Certain Transit-Oriented Developments, consistent with the new requirements of the Mitigation Fee Act (Government Code Section 66005.1), effective January 1, 2026.

The motion carried by the following Roll Call vote:

AYES: Banales, Bernal, Meadows, Scales-Preston, Meyer  
NOES: None  
ABSTAIN: None  
ABSENT: None

### **DETERMINATION**

There were no Determination items.

### **BOARDMEMBER COMMENTS**

There were no Boardmember comments.

### **ADJOURNMENT**

Chair Meyer adjourned the meeting of the East Contra Costa Regional Fee and Financing Authority at 7:02 P.M. to Thursday, January 8, 2026, at 6:30 P.M. or other day/time deemed appropriate.

Respectfully submitted,

Anita L. Tucci-Smith  
Minutes Clerk

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager *DD*

**SUBJECT:** End of Year FY 2025/26 Work Plan and Budget

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**Recommendation:** **APPROVE** the End of Year FY 2025/26 Work Plan and Budget.

**Discussion:**

Staff recommends the Board approve the attached FY2025/26 Work Plan and Budget.

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_ **OTHER**\_\_\_

VOTE OF DIRECTORS

\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED \_\_\_\_\_

Secretary to the Authority

**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY**

**EOY**

**WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26**

**Fiscal Year Budget**

**Summary of Estimated Revenue**

<b>TOTAL Funds at beginning of fiscal year</b>		<b>\$ 138,438,151</b>
<i>Estimated Revenue</i>		<b>Projected Revenues</b>
Regional Transportation Fees		13,000,000
Interest		30,000
<b>Subtotal</b>		<b>\$ 13,030,000</b>

<b>TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/26</b>	<b>\$ 151,468,151</b>
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**Summary of Estimated Expenditures**

		<b>Estimated Expenses</b>
1	ECCRFFA General	12,760,000
<b>Subtotal</b>		<b>\$ 12,760,000</b>
2	State Route 4 Bypass Program	
	A. General	2,301,000
	B. Segment 1	0
	C. Segment 2	50,000
	D. Segment 3	150,000
<b>Subtotal</b>		<b>\$ 2,501,000</b>
<b>TOTAL</b>		<b>\$ 15,261,000</b>

<b>TOTAL ESTIMATED EXPENDITURES THROUGH 6/30/26</b>	<b>\$ 15,261,000</b>
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<b>TOTAL ESTIMATED FUNDS AVAILABLE AS OF 6/30/26</b>	<b>\$ 136,207,151</b>
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**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY  
WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26**

<b>Fiscal Year Budget</b>	<b>EOY Fiscal Year Budget</b>
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<b>ECCRFFA Program - General Program No. 60730</b>				
<b>WORK ORDER</b>	<b>ITEM</b>	<b>Item Description</b>	<b>FY Budget</b>	<b>EOY Budget</b>
4085	Administration	Management of ECCRFFA program, including audit report .	200,000	200,000
4103	Strategic Planning	Preparation of planning document(s) using a combination of staff and consultant effort.	100,000	100,000
	Sand Creek Extension Project	Reimbursement to the City of Brentwood for the environmental documentation, design and construction of the Sand Creek Extension Project.	1,400,000	1,400,000
—	East Cypress Road Extension	Fund a portion of the East Cypress Road Extension Project	-	7,500,000
—	West Leland Road Extension Project	Fund a portion of the West Leland Road Extension Project	2,000,000	0
—	Pittsburg-Antioch Highway Widening Project	Fund a portion of the Pittsburg-Antioch Highway Widening Project	2,000,000	0
—	California Avenue Project	Project sponsor is the City of Pittsburg. Fund a portion the construction costs.	-	3,560,000
<b>ECCRFFA Program No. 60730 - General Subtotal</b>			<b>\$ 5,700,000</b>	<b>\$ 12,760,000</b>

<b>State Route 4 Bypass - General Program No. 60725</b>				
<b>WORK ORDER</b>	<b>ITEM</b>	<b>Item Description</b>	<b>FY Budget</b>	<b>EOY Budget</b>
4409	Project Management / Admin.	Management of SR4BP Program. (Staff time, including audit, accounting, county counsel and administrative support)	100,000	120,000
4410	Risk Management	Maintain a risk management program. Budget includes payment of policy insurance premium for the SR4BPA for \$10M of coverage.	20,000	21,000
4414	SR4 Transfer and R/W Activities	ROW staff and consultants will continue working with Caltrans on the completion and submittal of records and documents for the transfer of Bypass to Caltrans, complete and record of Survey and and other R/W activities.	30,000	30,000
4444	Property Management & Maintenance	Property management activities related to SR4BPA parcels not transferred to Caltrans. Includes property at SW quadrant of Sand Creek IC area and others. Includes maintenance activities on an as-needed basis , including - debris removal, fence repair, and weed abatement.	30,000	30,000
4411	Vasco Road Safety Improvements -- Phase II	The Authority is managing the design and construction for the project for the County per the Agreement. Activities related to implementation of the project on behalf of Contra Costa County, including design engineering, environmental documentation and permitting, real property acquisition, and construction. Work order includes SR4BPA and County staff time. □□	-	2,000,000
TBD	SR4 widening from Laurel Road to Sand Creek Road	A plan will be developed for the delivery of this project.	-	100,000
<b>State Route 4 Bypass Program No. 60725 - General Subtotal</b>			<b>\$ 180,000</b>	<b>\$ 2,301,000</b>

**State Route 4 Bypass: Segment 2**

<b>Fiscal Year Budget</b>	<b>EOY Fiscal Year Budget</b>
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**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY  
WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26**

Program No. 60434				
WORK ORDER	ITEM		FY Budget	EOY Budget
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way / Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	50,000	50,000
<b>State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal</b>			<b>\$ 50,000</b>	<b>\$ 50,000</b>

State Route 4 Bypass: Segment 3 Program No. 60436				
WORK ORDER	ITEM		FY Budget	EOY Budget
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition. Any ROW activities related to CCWD, will be reimbursed by CCWD.	100,000	150,000
<b>State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal</b>			<b>\$ 100,000</b>	<b>\$ 150,000</b>

<b>TOTAL EXPENDITURES</b>			<b>\$ 6,030,000</b>	<b>\$ 15,261,000</b>
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**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager *DD*

**SUBJECT:** FY 2026/27 Work plan and Budget

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**Recommendation:** **APPROVE** the FY2026/27 Work Plan and Budget.

**Discussion:**

Staff recommends that the Board approve the attached FY 2026/27 Work Plan and Budget. The focus for ECCRFFA in FY 2026/27 will be the delivery of the following projects:

- Balfour Road Interchange Project – Closeout and R/W Transfer
- Mokelumne Bicycle/Pedestrian Overcrossing Project – Closeout
- East Cypress Road Extension Project – Construction
- Sand Creek Extension Project – Project Development and Construction
- West Leland Road Extension Project – Project Development
- Pittsburg-Antioch Highway Widening Project - Project Development
- Slatten Ranch Road Extension, South Segment Project – Project Development
- Lone Tree Way UP At-Grade Crossing Project - Project Development
- Laurel Road Extension, Teton Rd to Sellers Ave Project - Project Development
- Bailey Road Improvements Project - Project Development
- Vasco Road Safety Improvements – Phase 2 Project – Project Development and Construction
- SR4 Widening from Laurel Rd to Sand Creek Rd – Project Delivery Plan
- SR4 Interchange Landscaping Project (Formerly SR4 Bypass) – Project Delivery Plan

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_\_ **OTHER** \_\_\_\_

VOTE OF DIRECTORS

\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

**ATTESTED** \_\_\_\_\_  
Secretary to the Authority

**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY**

**WORK PLAN AND BUDGET FOR FISCAL YEAR 2026/27**

Fiscal Year Budget

**Summary of Estimated Revenue**

<b>TOTAL ESTIMATED FUNDS AT BEGINNING OF FISCAL YEAR</b>		<b>\$</b>	<b>136,207,151</b>
<i>Estimated Revenue</i>		<b>Projected Revenues</b>	
Regional Transportation Fees			13,000,000
Interest			30,000
<b>Subtotal</b>		<b>\$</b>	<b>13,030,000</b>

<b>TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/27</b>		<b>\$</b>	<b>149,237,151</b>
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**Summary of Estimated Expenditures**

		<b>Estimated Expenses</b>	
1 ECCRFFA General			21,750,000
<b>Subtotal</b>		<b>\$</b>	<b>21,750,000</b>
2 State Route 4 Bypass Program			
A. General			1,952,000
B. Segment 1			0
C. Segment 2			50,000
D. Segment 3			125,000
<b>Subtotal</b>		<b>\$</b>	<b>2,127,000</b>
<b>TOTAL</b>		<b>\$</b>	<b>23,877,000</b>

<b>TOTAL ESTIMATED EXPENDITURES FOR FY 2026/27</b>		<b>\$</b>	<b>23,877,000</b>
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<b>TOTAL ESTIMATED FUNDS AT END OF FISCAL YEAR</b>		<b>\$</b>	<b>125,360,151</b>
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## EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2026/27

ECCRFFA Program - General			
Program No. 60730			
WORK ORDER	ITEM	Item Description	FY Budget
4085	Administration	Management of ECCRFFA program, including audit report .	200,000
4103	Strategic Planning	Preparation of planning document(s) using a combination of staff and consultant effort.	100,000
—	East Cypress Road Extension	The City of Oakley is the project sponsor. Fund a portion of the East Cypress Road Extension Project	11,700,000
—	Sand Creek Extension Project	The City of Antioch is the project sponsor. Fund a portion of the Sand Creek Extension Project.	200,000
—	West Leland Road Extension Project	Project sponsor is the City of Pittsburg. Fund a portion of the West Leland Road Extension Project	2,000,000
—	Pittsburg-Antioch Highway Widening Project	Project Sponsor is the City of Pittsburg. Fund a portion of the Pittsburg-Antioch Highway Widening Project	2,000,000
—	Slatten Ranch Road Extension, South Segment Project	Project sponsor is the City of Antioch. First phase will be project developemnt activities including environmental, design or R/W phases.	800,000
—	Lone Tree Way At-Grade Crossing Project	Project sponsor is the City of Brentwood. Project development activities inlcuding environmental, design or R/W phase	1,450,000
—	Laurel Road Extension, Teton Road to Sellers Avenue Project	Project sponsor is Oakley. Project development activities inlcuding environmental, design or R/W phase	800,000
—	Bailey Road improvements Project	Project sponsor is the City of Pittsburg. Project development activities inlcuding environmental, design or R/W phase	2,500,000
<b>ECCRFFA Program No. 60730 - General Subtotal</b>			<b>\$ 21,750,000</b>

State Route 4 Bypass - General			
Program No. 60725			
WORK ORDER	ITEM	Item Description	FY Budget
4409	Project Management / Admin.	Management of SR4BP Program. (Staff time, including audit, accounting, county counsel and administrative support)	100,000
4410	Risk Management	Maintain a risk management program. Budget includes payment of policy insurance premium for the SR4BPA for \$10M of coverage.	25,000
4414	SR4 Transfer and R/W Activities	ROW staff and consultants will continue working with Caltrans on the completion and submittal of records and documents for the transfer of Bypass to Caltrans, complete and record of Survey and and other R/W activities.	30,000

## EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2026/27

4444	Property Management & Maintenance	Property management activities related to SR4BPA parcels not transferred to Caltrans. Includes property at SW quadrant of Sand Creek IC area and others. Includes maintenance activities on an as-needed basis , including - debris removal, fence repair, and weed abatement.	30,000
4411	Vasco Road Safety Improvements -- Phase 2 Project	The Authority is managing the design and construction for the project for the County per the Agreement. Activities related to implementation of the project on behalf of Contra Costa County, including design engineering, environmental documentation and permitting, real property acquisition, and construction. Work order includes SR4BPA and County staff time.☐☐☐	1,617,000
TBD	SR4 widening from Laurel Road to Sand Creek Road	A plan will be developed for the delivery of this project.	100,000
TBD	Landscaping of SR4 interchanges	A plan will be developed for the delivery of this project.	50,000
<b>State Route 4 Bypass Program No. 60725 - General Subtotal</b>			<b>\$ 1,952,000</b>
<b>State Route 4 Bypass: Segment 2</b>			
<b>Program No. 60434</b>			
<b>WORK ORDER</b>	<b>ITEM</b>		<b>FY Budget</b>
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way / Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	50,000
<b>State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal</b>			<b>\$ 50,000</b>
<b>State Route 4 Bypass: Segment 3</b>			
<b>Program No. 60436</b>			
<b>WORK ORDER</b>	<b>ITEM</b>		<b>FY Budget</b>
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition.	125,000
<b>State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal</b>			<b>\$ 125,000</b>
<b>TOTAL EXPENDITURES</b>			<b>\$ 23,877,000</b>

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCNG AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager *DD*

**SUBJECT:** Accept Audit Report for Fiscal Year 2024/25

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**Recommendation:** **ACCEPT** Audit Report prepared by Cropper Rowe, LLP, Certified Public Accountants, for the Fiscal Year ending June 30, 2025. *(Copies sent to Board Members under separate cover. Copies available to public upon request.)*

**Discussion:**

An audit for the 2024/25 Fiscal Year has been performed on the finances of the Authority as required by the Joint Exercise of Powers Agreement. The report of the independent auditor, Cropper Rowe, LLP, Certified Public Accountants, has no recommendations for changes or improvements.

DD:nw:  
D:\ECCRFFA Board Packet 06.04.26\Staff Report Accept ECCRFFA audit report.doc

**ACTION OF BOARD ON \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_ OTHER \_\_\_**

VOTE OF DIRECTORS  
\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED \_\_\_\_\_  
Secretary to the Authority

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors  
**FROM:** Dale Dennis, Program Manager *DD*  
**SUBJECT:** Approve Cooperative Agreement with the City of Brentwood and Appropriation Resolution No. 26/01 for the Lone Tree Way UP At-Grade Crossing Project

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**Recommendation:** Staff recommends the Board take the following actions:

1. **APPROVE** an updated June 2026 ECCRFFA Strategic Plan (Attachment B) increasing the ECCRFFA project development funding for the Lone Tree Way UP At-Grade Crossing Project (previously known as the Lone Tree Way Rail Crossing Project), from \$850,000, to \$1,435,000;
2. **APPROVE** Cooperative Agreement No. 38-26 with the City of Brentwood related to providing ECCRFFA's share of the cost for project development activities for the Lone Tree Way UP At-Grade Crossing Project; and **AUTHORIZE** the Secretary or designee to execute the Cooperative Agreement on behalf of the Authority substantially in the form attached to this staff report inclusive of any non-substantive changes negotiated by the Secretary or designee (Attachment C); and
3. **ADOPT** Appropriation Resolution No. 26/01 (Attachment D) appropriating \$1,435,000 for the City of Brentwood to complete project development activities including environmental, design and right of way activities for the Lone Tree Way UP At-Grade Crossing Project; and **RESCIND** Appropriation Resolution No. 25/09 for the Lone Tree Way Rail Crossing Project.

**Discussion:**

In June 2025, the ECCRFFA Board appropriated \$850,000 for the City of Brentwood (City) to complete project development activities for the Lone Tree Way Rail Crossing Project. Since that time, the City has identified a more cost-effective project alternative that would provide the same traffic benefits (see Attachment A – Memorandum from City of Brentwood). The new alternative, Lone Tree Way UP At-Grade Crossing Project ("Project"), would be constructed at-grade,

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_ **OTHER**\_\_\_

VOTE OF DIRECTORS

\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

**ATTESTED** \_\_\_\_\_  
Secretary to the Authority

whereas the previous alternative would have provided a grade separated facility. The cost estimate for the original alternative (grade-separated) was \$40.0 million, whereas the cost estimate for the new alternative (at-grade alternative) is \$21.75 million. The project scope for the Project (at-grade alternative) would also include mitigation in the form of safety enhancements at rail crossings on Sand Creek Road, Central Boulevard, Oak Street, and Balfour Road. As further described in the attached memorandum from the City of Brentwood, the redefined Project is consistent with the Project in the most recent nexus study and will mitigate the same transportation impacts. The City has also reevaluated the budget for Project Development activities and the ECCRFFA portion has increased from \$850,000 to \$1,435,000.

ECCRFFA approved the June 2024 East Contra Costa County Regional Fee Program Update in June 2024, which determined ECCRFFA's proportional share of the cost of the Project. On June 13, 2024, the Board approved the nexus study, and all member agencies subsequently entered into an ECCRFFA JEP A amendment to update the fee program with the new projects in the nexus study, with no change to RTDIM fees charged by ECCRFFA. The June 2024 Program Update determined that ECCRFFA RTDIM fee revenues can be used to fund 82% of the Project costs.

The Project will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEP A, dated October 22, 2024. The attached ECCRFFA June 2026 Strategic Plan ("Strategic Plan") revises the project name to the Lone Tree Way UP At-Grade Crossing Project and commits to providing an ECCRFFA RTDIM fee contribution of the regional share of project development related costs. The Strategic Plan (Attachment B) shows up to \$1,435,000 in ECCRFFA funding for Project costs.

Appropriation Resolution No. 26/01 (Attachment D) will appropriate up to \$1,435,000 for the Project for the City. This amount represents 82% of the estimated cost for project development activities that the City will undertake. Appropriation Resolution No. 26/01, includes, and other appropriation resolutions will include, a condition to ensure ECCRFFA's obligations are expressly subject to the availability of ECCRFFA funding, taking into consideration all ECCRFFA's obligations, including outstanding contracts and agreements. The previous appropriation resolution, Appropriation Resolution No. 25/09, for the Lone Tree Way Rail Crossing Project will be rescinded.

Staff recommends the Board approve the attached June 2026 Strategic Plan and Cooperative Agreement No. 38-26, adopt the attached Appropriation Resolution No. 26/01, and rescind Appropriation Resolution No. 25/09.

Attachments:

- Attachment A – Memorandum from City of Brentwood
- Attachment B – Draft June 11, 2026 ECCRFFA Strategic Plan
- Attachment C – Cooperative Agreement No. 38-26
- Attachment D – Appropriation Resolution No. 26/01

Memorandum from  
City of Brentwood



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June 5, 2026

Dale Dennis  
ECCRFFA  
255 Glacier Drive  
Martinez, CA 94553

**RE: Lone Tree Way Widening Alternatives Analysis**

Dear Dale,

Please find attached the Lone Tree Way Widening Alternatives Analysis Memorandum (Analysis), prepared by Kimley-Horn and Associates at the direction of the City of Brentwood (City).

The Analysis evaluates the Lone Tree Way Railway Crossing Project, a regional priority project identified by the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), and examines an alternative project delivery strategy consisting of an at-grade roadway widening with targeted mitigation improvements at four additional Brentwood rail crossings. The Analysis concludes that the at-grade widening with mitigations is a viable and preferred alternative to the previously planned Lone Tree Way rail undercrossing (grade separation).

Based on the findings of the Analysis, the City respectfully requests that ECCRFFA:

1. Review and consider the attached Analysis and its findings;
2. Support the reallocation of funding currently programmed for the grade-separation project to the proposed at-grade widening project and associated crossing mitigation improvements; and
3. Increase the funding allocation for project development activities from \$850,000, as approved by the ECCRFFA Board in June 2025, to \$1,435,000 to advance project delivery efforts.

The City appreciates ECCRFFA's consideration of this request and looks forward to continued collaboration in advancing transportation improvements that provide the greatest benefit to the region.

Sincerely,

Allen Baquillar, P.E.  
Director Engineering & City Engineer

Attachments:

1. Lone Tree Way Widening Alternatives Analysis dated May 28, 2026



## MEMORANDUM

To: Anju Pillai, P.E.  
City of Brentwood

From: Lauren Jumanan, P.E., ENV SP  
Kimley-Horn and Associates, Inc.

Date: May 28, 2026

Subject: Lone Tree Way Widening Alternatives Analysis Memorandum

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### 1.0 Background

Lone Tree Way is a major arterial roadway within the City of Brentwood (“City”) and features an at-grade crossing of the Union Pacific Railroad (“UPRR”) railroad located between Fairview Avenue and Medallion Drive/Gann Street. Rapid development throughout the city, particularly near the crossing, has substantially increased traffic volumes across all modes, including vehicles, bicycles, and pedestrians. As the northernmost east-west arterial in the city, Lone Tree Way has accommodated much of this growth. Through most of its length in Brentwood, as well as in the City of Antioch, Lone Tree Way is a four-lane roadway with two lanes in each direction. However, capacity is constrained at the UPRR crossing, where the roadway narrows to a single lane in each direction.

Additionally, on September 5, 2002, the California Public Utilities Commission (“CPUC”) approved the application to construct the Sand Creek Road at-grade railroad crossing, and as a condition of the approval, directed the City to construct a grade separation of Lone Tree Way. The City subsequently evaluated multiple alternatives to grade-separate the crossing and identified a preferred alternative consisting of a six-lane roadway crossing beneath the rail tracks (“undercrossing project”). However, the project was deferred in 2008 due to funding limitations.

In 2018, the City reengaged UPRR and CPUC to assess the feasibility of widening Lone Tree Way to relieve the congestion issues with a more cost-viable alternative. The City presented the concept of four-lane widening at-grade with the tracks. UPRR and CPUC expressed support for this concept, contingent upon the City implementing improvements at the remaining four at-grade crossings within its jurisdiction. This project alternative is referred to by the City as the Lone Tree Way-Union Pacific At-Grade Crossing Project (“at-grade project”). The City, UPRR, and CPUC met at each of the five crossings (Lone Tree Way, Sand Creek Road, Central Boulevard, Oak Street, and Balfour Road) and determined the recommended improvements for each crossing. The improvements to all crossings include updating the railroad crossing warning devices, installing traffic striping and signs compliant with the latest standards, enhancing sidewalks, and improvements to street lighting. For Oak Street and Balfour Road, where there are nearby signalized intersections, evaluation of interconnection between traffic and rail signaling would also be evaluated.

In March of 2025, UPRR granted a variance for the City to construct the four-lane at-grade widening of Lone Tree Way under the condition that the City implement the recommended improvements to the other four crossings.

The East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) identified the Lone Tree Way Rail Crossing project as a priority for the region and allocated funds up to \$20,900,000 towards the undercrossing project. This alternatives analysis memorandum summarizes key considerations between the undercrossing project and at-grade project alternatives. The analysis is intended to inform ECCRFFA’s evaluation of continuing funding support for the project based on the ability of the at-grade project to achieve the same goals and community benefits as the undercrossing project.

## **2.0 Key Considerations**

### ***Construction and Maintenance Costs***

The cost to construct and maintain a grade separated rail crossing is much more substantial than the cost to construct at-grade crossing improvements. The capital cost to construct the six-lane grade separation of Lone Tree Way undercrossing project is estimated at \$40M (2025 dollars). On-going maintenance costs, separate from the roadway and landscaping costs associated with both alternatives, would involve bridge inspections and maintenance, as well as increased drainage and associated pump maintenance.

Based on the conceptual design plans prepared by the City’s consultant in 2024, the construction cost of the improvements to all five at-grade crossings, including the four-lane roadway widening of Lone Tree Way, is estimated to cost \$22M (2025 dollars). Annual maintenance costs unique to this alternative include the annual maintenance cost for the crossing infrastructure established by UPRR through a construction and maintenance agreement.

It’s important to note the undercrossing project would not be fully funded and would require the City to seek additional funding sources, likely through State or Federal grants. Currently, the partial funding sources identified for the project are local, increasing the overall efficiency of the project by streamlining the environmental permitting and reporting processes. The at-grade project, however, would be fully funded through the identified local funding sources, allowing the City to quickly move into the construction phase upon completion of all required agency approvals.

### ***Safety and Community Impacts***

Crossing elimination, achieved through grade separation or crossing closure, is recognized as the safest option for improving safety along a railroad corridor. Train-related incidents often result in significant property damage, injuries, and/or fatalities, particularly with high-speed freight or commuter rail corridors. Currently, the UPRR corridor through the City is an inactive line and has not experienced rail traffic in over 35 years. If trains were to be reintroduced through the City, the undercrossing project would eliminate the at-grade intersection between the tracks and Lone Tree Way, and remove the risk of a train-related incident occurring at the crossing.

Though crossing safety is a major benefit of grade separations, roadway safety may be impaired with grade separations due to reduced sight lines and enclosed environments for bicyclists and pedestrians. Additionally, there are community impacts that could be considered as drawbacks including alteration to the neighborhood character, visual impacts, and prolonged and more profound impacts during construction compared to at-grade widenings and grade crossing improvements.

Alternatively, the following factors serve to support the at-grade project:

- **Train Speed:** If trains were in operation through the City, their maximum speed would be 25 mph. Though incidents still pose a safety risk, the lower speed of trains may reduce the severity of potential incidents at the crossings. Additionally, if train speeds are requested to be increased by the railroad operator through the corridor, they would be required by CPUC to first install appropriate safety improvements to the crossings to accommodate the change.
- **Widespread Improvements:** A major benefit of the at-grade project is its scope to improve all five at-grade crossings in the city. These broader safety enhancements reach a larger population of drivers, pedestrians, and bicyclists, as opposed to the concentrating the safety benefit to users of the Lone Tree Way corridor.
- **Sight Distance:** Sight distance from the roadway down the tracks is an important factor when considering safety at the crossing. Crossings that have clear sight distance are often considered safer and less likely for a train-related incident due to the roadway user's ability to clearly see the train approaching. The tracks through the City have a straight and generally flat alignment, allowing nearly all approaches to the crossings to have clear sight distance down the tracks.

### **Traffic Capacity**

The two-lane condition at the Lone Tree Way railroad crossing creates a bottleneck condition causing congestion and restricting overall capacity of the roadway. The widening of the Lone Tree Way either through grade separation or at-grade would be a major benefit for the roadway capacity and the functionality of the surrounding network. The at-grade project will be consistent with the Circulation Element of the City's General Plan not only for Lone Tree Way, but also for the four other crossing locations, as applicable.

Both alternatives include the addition of sidewalks, bike lanes, and additional vehicle capacity. The undercrossing alternative includes a roadway widening to six vehicle lanes, while the at-grade project includes a widening to four vehicle lanes. Sand Creek Road and Balfour Road are both four-lane, east-west arterials running parallel to Lone Tree Way and have similar ADTs to Lone Tree Way. Additionally, both roadways present similar conditions to the Lone Tree Way at-grade project concept with regards to geometry and speed. Currently, both Sand Creek Road and Balfour Road operate with an appropriate level of service. Additionally, no development is planned east of the Lone Tree Way crossing, which is the area most likely to generate additional traffic between Fairview Avenue and Medallion Drive/Gann Street. Overall, the at-grade project equally addresses the bottleneck at the UPRR crossing and its effect on traffic capacity through Lone Tree Way as the undercrossing project.

### **3.0 Conclusion**

The City has reviewed key considerations such as construction and maintenance costs, safety, and traffic capacity when selecting the preferred alternative for Lone Tree Way at the railroad crossing. Given the considerations, the City seeks to move forward with the at-grade project, including its associated mitigation actions at the other four crossing locations, and requests ECCRFFA's support in reallocating the funds from the undercrossing project to the at-grade project. These ECCRFFA funds would allow the City to address the operational and safety needs for users of all modes in a cost-effective manner, while also satisfying the requirements of CPUC and UPRR.

Draft June 11, 2026  
ECCRFFA Strategic Plan

# JUNE 2026 ECCRFFA STRATEGIC PLAN

\$ thousands

Year of Expenditure (YOE) Dollars

**DRAFT 06/11/2026**

		Prior Years	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	TOTAL
<b>REVENUE</b>								
<b>ECCRFFA Fees</b>			\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
Proj #	PROGRAMMED PROJECTS	Prior Years	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	TOTAL
	<b>BART - East Contra Costa Rail Extension</b>							
1	eBART- Extension to Hillcrest Avenue	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
26	eBART - Extension Beyond Hillcrest Avenue Project	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	<b>Subtotal</b>	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	<b>East County Corridors - Vasco Rd, SR4 Bypass, Byron Highway, Non Freeway SR4</b>							
4	Balfour Road Interchange Project	\$28,700	\$300	\$300	\$0	\$0	\$0	\$29,300
3	SR4 Widening to 6 Lanes - Laurel Road to Sand Creek Road	\$0	\$0	\$4,000	\$25,620	\$0	\$0	\$29,620
2A	Landscaping SR4 (Formerly SR4 Bypass) Interchanges	\$0	\$0	\$200	\$1,750	\$0	\$0	\$1,950
11	Vasco Road Safety Improvements - Phase 2 Project	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
	<b>Subtotal</b>	\$28,700	\$300	\$4,500	\$52,370	\$0	\$0	\$85,870
	<b>Major Streets, Traffic Flow and Safety Improvements</b>							
12	Pittsburg-Antioch Highway (Antioch Segment) Project	\$0	\$38,080	\$0	\$0	\$0	\$0	\$38,080
17	West Leland Road Extension Project	\$0	\$33,380	\$0	\$0	\$0	\$0	\$33,380
27	Sand Creek Road Extension Project	\$5,234	\$3,466	\$3,000	\$0	\$0	\$0	\$11,700
44	East Cypress Road Widening Project		\$21,703	\$0	\$0	\$0	\$0	\$21,703
14	California Avenue Project		\$0	\$3,056	\$0	\$0	\$0	\$3,056
32	Slatten Ranch Road Extension, South Segment Project		\$0	\$1,550	\$0	\$0	\$0	\$1,550
38	Lone Tree Way At-Grade Crossing Project		\$0	\$1,435	\$0	\$0	\$0	\$1,435
29	Laurel Road Extension Project (Teton Road to Sellers Avenue) Project		\$0	\$1,600	\$0	\$0	\$0	\$1,600
37	Bailey Road Improvements Project		\$0	\$5,000	\$0	\$0	\$0	\$5,000
	<b>Subtotal</b>	\$5,234	\$96,629	\$15,641	\$0	\$0	\$0	\$117,504
	<b>Transporation for Livable Communities</b>							
3	Mokelumne Trail Bicycle/Pedestrian Overcrossing Project	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	<b>Subtotal</b>	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	<b>TOTAL ALL PROJECTS</b>	\$36,884	\$99,979	\$20,141	\$52,370	\$0	\$0	\$212,140

<b>ANNUAL ECCRFFA SHORTFALL (-) / SURPLUS (+)</b>		(\$84,979)	(\$5,141)	(\$37,370)	\$15,000	\$15,000
<b>CUMULATIVE ECCRFFA SHORTFALL (-) / SURPLUS (+)</b>		\$129,720	\$44,741	\$39,600	\$2,230	\$32,230

NOTE: \$71.5M is programmed / reserved for Project 15 (Pittsburgh-Antioch Highway (Antioch Segment) and Project 16 (West Leland Road Extension), which then allows other ECCRFFA Projects to be programmed and implemented.

# Cooperative Agreement

No. 38-26

**COOPERATIVE AGREEMENT No. 38-26  
BETWEEN  
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)  
AND  
THE CITY OF BRENTWOOD**

*Relative to:  
Lone Tree Way UP At-grade Crossing Project*

This Cooperative Agreement (“AGREEMENT”) is entered into as of \_\_\_\_\_, 2026 (“EFFECTIVE DATE”), by and between the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Brentwood (“CITY”), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the “PARTIES,” and each as a “PARTY”).

**RECITALS**

- A. ECCRFFA and the CITY desire to enter into this AGREEMENT to define a framework to enable the two PARTIES to work cooperatively in developing transportation improvements for the Lone Tree Way UP At-grade Crossing Project (“PROJECT”) in Contra Costa County. The PROJECT is more particularly described in Exhibit A.
- B. The members of ECCRFFA signed a Joint Exercise of Powers Agreement (“ECCRFFA JEPA”) pertaining to the Regional Transportation Development Impact Mitigation (“RTDIM”) Fee in East Contra Costa County. ECCRFFA adopted the East Contra Costa Regional Fee Program Update on June 13, 2024, which added the PROJECT to the RTDIM Fee Program.
- C. The PROJECT will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEPA, dated October 22, 2024 (“FIFTH JEPA AMENDMENT”). The ECCRFFA Strategic Plan, approved on April 9, 2026, (“STRATEGIC PLAN”) commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: PROJECT-related consultant/contractor costs related to environmental, design, right-of-way, construction management and construction (together, the “ELIGIBLE PROJECT COSTS”).
- D. The CITY is managing the environmental, design, right-of-way and construction processes for the PROJECT within the CITY, all of which are ELIGIBLE PROJECT COSTS. The CITY will seek ECCRFFA funding for ELIGIBLE PROJECT COSTS that the CITY incurs, in accordance with Exhibit C. Subject to the STRATEGIC PLAN and the requirements of this AGREEMENT, the CITY will request those

funds, and ECCRFFA will consider authorizing those funds, for specific ELIGIBLE PROJECT COSTS that the CITY incurs.

NOW, THEREFORE, in consideration of the foregoing, ECCRFFA and the CITY do hereby agree as follows:

**Section I.**

**CITY AGREES:**

1. To submit to ECCRFFA requests for appropriation of funds to pay ELIGIBLE PROJECT COSTS for specific components of the PROJECT. Each request for appropriation must detail the PROJECT component scope, schedule, and proposed funding plan, and shall meet the requirements in Exhibit C. The CITY shall deliver each request for appropriation to ECCRFFA at least sixty (60) calendar days before the funds are needed. The CITY's submittal of a funding request, and ECCRFFA's approval of a funding resolution under Section II.1., does not guarantee RTDIM funds will be available to satisfy the CITY's funding request. ECCRFFA's obligations under any funding resolution are subject to the conditions more particularly described in Section II.1.
2. To apply any funds received under this AGREEMENT to the ELIGIBLE PROJECT COSTS consistent with the terms and conditions specified in the funding resolution approved by ECCRFFA.
3. To allow ECCRFFA to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT, and for three (3) years following completion of the PROJECT, or earlier discharge of this AGREEMENT, CITY will make available to ECCRFFA and its agents and auditors all records relating to PROJECT expenses the CITY incurs in performance of this AGREEMENT.
4. To provide invoices and progress reports to ECCRFFA, consistent with the requirements of Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all ELIGIBLE PROJECT COSTS for which future reimbursement will be requested.
5. Each year during the term of this AGREEMENT, to prepare and provide ECCRFFA, within ninety (90) calendar days of the last day of ECCRFFA's fiscal year, a report that itemizes both (a) the expenditure of all funds received from ECCRFFA for ELIGIBLE PROJECT COSTS during the fiscal year for which the report is prepared, and (b) progress to date in CITY's implementation of the PROJECT during the fiscal year for which the report is prepared.

6. To comply with Contra Costa Transportation Authority's ("CCTA") Policy on the Implementation of Measure J Projects (CCTA Resolution 08-13-P) and all other applicable policies that CCTA or ECCRFFA may adopt in the future.
7. To be responsible for evaluating prospective consultants and contractors to be retained by the CITY and, subsequently awarding contracts for the PROJECT-related work contemplated in this AGREEMENT, consistent with this AGREEMENT and any appropriation resolutions adopted by ECCRFFA in the future.
8. Upon ECCRFFA's request, to provide ECCRFFA copies of all executed contracts and other PROJECT documents between the CITY and consultants, contractors, and others involved in the PROJECT. The CITY shall retain all copies of such executed contracts during PROJECT implementation, and for three (3) years following completion of PROJECT, or the earlier discharge of this AGREEMENT under Section III.2.
9. To oversee and manage PROJECT consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of ECCRFFA funding resolutions.
10. If the PROJECT involves any further right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to ECCRFFA resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.
11. To obtain all permits, licenses, and land rights necessary for construction of the PROJECT.
12. ECCRFFA's contribution of RTDIM funds to the PROJECT under this AGREEMENT shall not exceed the regional component of the PROJECT, as more particularly described in the STRATEGIC PLAN, which may be updated from time to time by ECCRFFA.

## **Section II.**

### **ECCRFFA AGREES:**

1. In response to a CITY request for appropriation of funds for ELIGIBLE PROJECT COSTS, to consider, within 60 days after receiving such request, whether to adopt a funding resolution, provided that notice of cancellation or termination of this AGREEMENT pursuant to Section III.2. has not been given. ECCRFFA, in its sole discretion, may adopt a funding resolution for ELIGIBLE PROJECT COSTS before

ECCRFFA actually has RTDIM funds available to pay the CITY for those costs. Subject only to the PROJECT's priority in the FIFTH JEP A AMENDMENT, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion. ECCRFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECCRFFA's adoption of a funding resolution providing RTDIM funds for ELIGIBLE PROJECT COSTS under this AGREEMENT, the resolution shall be deemed to be incorporated into Exhibit B and, by this reference, made a part of this AGREEMENT notwithstanding the requirements of Section III.7. Each funding resolution will include additional conditions, if any, and the purpose and timing, or projected timing, for release of RTDIM funds to the CITY for the ELIGIBLE PROJECT COSTS. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B, which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current ECCRFFA overall financial plan for the PROJECT.

2. As ECCRFFA determines RTDIM funds are available under Section II.1, and within 30 days after ECCRFFA adopts a funding resolution in response to a funding request submitted by CITY under Section I.1., to transfer to CITY funds allocated to pay ELIGIBLE PROJECT COSTS under that funding resolution.
3. To provide at least thirty (30) calendar days' notice to the CITY if an audit is to be conducted.
4. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECCRFFA shall have sole discretion to revise and update its STRATEGIC PLAN from time to time in the future, to adjust funding commitments for all projects funded with RTDIM funds, provided that ECCRFFA's funding commitment to the PROJECT shall not exceed the ELIGIBLE PROJECT COSTS.

### **Section III.**

#### **IT IS MUTUALLY AGREED:**

1. Term: This AGREEMENT will remain in effect until it is discharged, cancelled, or terminated in accordance with Section III.2., excepting only those sections that expressly survive such discharge, cancellation, or termination, as set forth in Section III.14.
2. Discharge: This AGREEMENT shall be subject to discharge as follows:

- a. Except for breach, which is covered in Section III.2(b) below, either PARTY may terminate this AGREEMENT at any time, pursuant to a power created by this AGREEMENT or by law, for causes beyond the control and without the fault or negligence of said PARTY, including any force majeure event, if such causes irrevocably disrupt or render said PARTY's performance impossible under this AGREEMENT. The terminating PARTY shall give written notice of termination under this Section III.2(a) to the other PARTY, specifying both the cause for the termination and the effective date of the termination. Notice of termination under this Section III.2(a) shall be given at least ninety (90) calendar days before the effective date of such termination.
  - b. This AGREEMENT may be cancelled by a PARTY for breach of any obligation, covenant or condition set forth in this Agreement by the other PARTY, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed reasonable time to cure, not to exceed sixty (60) calendar days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of Section III.2(a) and said cancelling PARTY also retains any remedy for breach of the whole AGREEMENT or any unperformed balance.
  - c. By mutual written consent of both PARTIES, this AGREEMENT may be terminated at any time.
3. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of ECCRFFA and the CITY:
- a. That neither ECCRFFA, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and the CITY shall fully defend, indemnify, and hold harmless ECCRFFA, its officers, agents, employees, and member agencies against, any damage or liability occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify, and hold ECCRFFA, its officers, agents, employees, and member agencies harmless for any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT.

- b. That neither the CITY, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and ECCRFFA shall fully indemnify and hold harmless the CITY against, any damage or liability occurring by reason of anything done or omitted to be done by ECCRFFA under or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, ECCRFFA shall fully indemnify and hold the CITY harmless from any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by ECCRFFA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT.
4. Notices: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.
- CITY: City of Brentwood  
ATTN: City Manager  
150 City Park Way  
Brentwood, CA 94513
- ECCRFFA: ECCRFFA Program Manager  
Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553
5. Recitals: The recitals are true and correct and are incorporated in and a part of this AGREEMENT.
6. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this AGREEMENT.
7. Integrations: This AGREEMENT represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.
8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency: ECCRFFA acts under this AGREEMENT as an independent agency. None of ECCRFFA's agents or employees shall be agents or employees of the CITY. The CITY acts under this AGREEMENT as an independent agency. None of the CITY's agents or employees shall be agents or employees of ECCRFFA.
10. Assignment: This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTY.
11. Binding on Successors: This AGREEMENT shall be binding upon the successors, assignees, and transferees of ECCRFFA and the CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.
12. Severability: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond authority of either PARTY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.
13. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.
14. Survival: Notwithstanding anything to the contrary in this AGREEMENT, the following provisions in this AGREEMENT shall survive the cancellation, expiration, discharge, or termination of this AGREEMENT:
  - a. As to the CITY:
    - Section I.2. (obligation to apply funds to PROJECT)
    - Section I.3. (obligation to allow audit and retain records)
    - Section I.4. (obligation to provide remaining invoices and progress reports)
    - Section I.5. (for the year in which termination occurs only, to prepare an annual report to the ECCRFFA)
    - Section I.8. (obligation to provide copies)
    - Section I.9. (obligation to continue to manage PROJECT)
    - Section I.10. (obligation to reimburse funds on sale of excess land)
  - b. As to ECCRFFA:
    - Section II.2 (obligation to transfer funds that ECCRFFA approved prior to termination)
    - Section II.3. (obligation to provide notice of audit)
  - c. As to both PARTIES:

Section III.3. (indemnity obligations)  
Section III.11. (successors, assignees, and transferees)

15. Limitations:

- a. All obligations of ECCRFFA under the terms of this AGREEMENT are expressly subject to ECCRFFA's continued authorization to collect and expend RTDIM fees in East Contra Costa County, as well as the availability of funding, taking into consideration all of the obligations of ECCRFFA under all outstanding contracts, agreements and other obligations of ECCRFFA in connection with funds for such purposes. The availability of RTDIM funds is based on the collection of development fees, which are not a guaranteed revenue stream. If, for any reason, ECCRFFA's right to collect or expend such RTDIM funds is terminated or suspended in whole or part, or if the amount of fees being collected falls short of the projections in the STRATEGIC PLAN, as may be amended from time to time, ECCRFFA shall promptly notify the CITY in writing, and the PARTIES shall consult on a course of action. If, after twenty-five (25) calendar days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.
- b. Notwithstanding anything to the contrary in this AGREEMENT, ECCRFFA's funding commitment for the PROJECT under this AGREEMENT includes all ECCRFFA payments or reimbursements to third parties, such as developers, (each a "THIRD-PARTY REIMBURSEMENT") for design, construction, right of way acquisition, and construction management of any portion of the PROJECT, including any portion of the PROJECT constructed before the EFFECTIVE DATE, regardless of when ECCRFFA makes the THIRD PARTY REIMBURSEMENT.
- c. This AGREEMENT does not guarantee that RTDIM funds will be available for the purposes of this AGREEMENT at the time that the CITY requests funds for ELIGIBLE PROJECT COSTS, according to any funding schedule adopted by the CITY, or at the time ECCRFFA adopts a funding resolution. ECCRFFA's adoption, amendment, or revision of the STRATEGIC PLAN also does not guarantee that RTDIM funds will be available according to the projected schedule of availability of funds in the STRATEGIC PLAN, as adopted, amended, or revised.

16. No Third-Party Beneficiaries. Nothing in this AGREEMENT, express or implied, is intended to confer on any person other than the PARTIES and their successors and assigns any rights or remedies by reason of this AGREEMENT.

17. Governing Law; Construction. This AGREEMENT shall be governed and construed in accordance with California law. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the

sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

18. Waiver. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving PARTY.

The PARTIES have executed this Agreement as of the EFFECTIVE DATE.

**CITY OF BRENTWOOD**

**EAST CONTRA COSTA FEE & FINANCING AUTHORITY**

\_\_\_\_\_  
Tim Ogden, City Manager

\_\_\_\_\_  
Dale Dennis, Program Manager

Attest:

\_\_\_\_\_  
Margaret Wimberly, City Clerk

Approved as to Form:

Approved as to Form:  
Thomas L. Geiger, County Counsel

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Stephen M. Siproth  
Assistant County Counsel

ECCRFFA.COB SCRE Funding Agreement 03.23.23

Attachments

- Exhibit A Description of the Lone Tree Way UP At-grade Crossing Project
- Exhibit B Compensation Schedule (Listing of Funding Resolutions)
- Exhibit C Method of Payment

**COOPERATIVE AGREEMENT No. 38-26  
BETWEEN  
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)  
AND  
THE CITY OF BRENTWOOD**

**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

The Lone Tree Way UP At-grade Crossing Project would construct an at-grade widening of Lone Tree Way between Fairview Avenue and Gann Street/Medallion Drive to a 4-lane arterial with median islands, bike lanes, and sidewalk consistent with the Circulation Element of the General Plan. The project would also include mitigation in the form of safety enhancements at rail crossings on Sand Creek Road, Central Boulevard, Oak Street, and Balfour Road.

**COOPERATIVE AGREEMENT No. 38-26  
BETWEEN  
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)  
AND  
THE CITY OF BRENTWOOD**

**EXHIBIT B**

**COMPENSATION SCHEDULE**

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPROPRIATED	0

**COOPERATIVE AGREEMENT No. 38-26  
BETWEEN  
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)  
AND  
THE CITY OF BRENTWOOD**

**EXHIBIT C**

**METHOD OF PAYMENT**

1. The CITY will submit, no more often than monthly, invoices to ECCRFFA which include all costs of the PROJECT for which RTDM funds are being requested for the stated time period.
2. The invoice shall include the following information. An invoice shall request ECCRFFA funding for only ELIGIBLE PROJECT COSTS:

A. ELIGIBLE PROJECT COSTS include the regional share of the Environmental, Design, Construction Management, and Construction. The City share is 18% and the ECCRFFA share (regional) is 82%.

B. Invoices should include the following:

- a) A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.
- b) An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.
- c) The invoice submitted by the CITY should include a copy of the consultant/contractor invoice as backup to the above information.

C. Certification

The following statement will be included in each monthly invoice submitted by the CITY: "We hereby certify that the funds requested by the City of Brentwood are to reimburse the City of Brentwood for project costs already incurred and have not been included in a previous invoice request."

D. Progress reports

The CITY will submit a progress report that summarizes the activities covered by the invoice.

3. Subject to the provisions of a funding resolution adopted by ECCRFFA's Board of Directors and the requirements of the AGREEMENT, ECCRFFA will process reimbursement to the CITY within forty-five (45) calendar days after receipt by ECCRFFA of an invoice, containing all of the information required under item 2 above. ECCRFFA reserves the right to adjust future reimbursements should subsequent review indicate that an invoice includes ineligible costs.

# Appropriation Resolution

No. 26/01

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 26/01 A RESOLUTION OF THE EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY APPROPRIATING FUNDS TO THE LONE  
TREE WAY UP AT-GRADE CROSSING PROJECT IN ACCORDANCE WITH COOPERATIVE  
AGREEMENT NO. 38-26 BETWEEN ECCRFFA  
AND CITY OF BRENTWOOD  
FOR THE LONE TREE WAY UP AT-GRADE CROSSING PROJECT**

**WHEREAS**, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 11, 2026, (“Strategic Plan”) includes \$1,435,000 for the Lone Tree Way UP At-grade Crossing Project (“PROJECT”; the PROJECT is named in the most recent nexus study as the Lone Tree Way Rail Crossing project); and

**WHEREAS**, ECCRFFA and the City of Brentwood (“CITY”) have entered into Cooperative Agreement No. 38-26 regarding the funding of the PROJECT; and

**WHEREAS**, CITY has submitted a Request for Appropriation of Funds (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 38-26; and

**WHEREAS**, ECCRFFA’s Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 38-26, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:**

**RESOLVED**, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 38-26; and

**RESOLVED**, that the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length, are hereby approved; and

**Board of Directors:**

Susannah Meyer, City of Brentwood - Chair  
Aaron Meadows, City of Oakley - Vice Chair  
Juan Banales, City of Pittsburg  
Diane Burgis, Contra Costa County  
Ron Bernal, City of Antioch

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**RESOLVED**, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 38-26, but, unless ECCRFFA determines additional funds are available, not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

**RESOLVED**, that this appropriation shall expire on December 31, 2028; and

**RESOLVED**, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 38-26, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors held the 11<sup>th</sup> day of June, 2026, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

---

Secretary or Designee

**Board of Directors:**

**Susannah Meyer, City of Brentwood - Chair**  
**Aaron Meadows, City of Oakley - Vice Chair**  
**Juan Banales, City of Pittsburg**  
**Diane Burgis, Contra Costa County**  
**Ron Bernal, City of Antioch**

**ATTACHMENT A**

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY  
APPROPRIATION RESOLUTION NO. 26/01**

Date: June 11, 2026

Amount of Funds: \$1,435,000

Appropriated to: City of Brentwood

Specific Project: Lone Tree Way UP At-grade Crossing Project (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA regional share of Project Development Costs is 82% of the actual Project Development Costs and may be more or less than the allocation of \$1,435,000. If the costs come in higher than \$1,435,000, CITY would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 38-26.

Staff Comments: None

**ATTACHMENT A**

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY  
APPROPRIATION RESOLUTION NO. 26/01**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 11, 2026, for the entire Lone Tree Way UP At-Grade Crossing Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$1,435,000
<b>Total</b>	<b>\$1,435,000</b>
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 38-25 for the Project, including this appropriation, are \$1,435,000.	
Resolution Adopted:	06/11/2026
Appropriation Resolution No:	26/01
Coop Agreement No:	38-26
Project Sponsor:	CITY
Resolution Amount:	\$1,435,000

**ATTACHMENT B  
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY  
APPROPRIATION RESOLUTION NO. 26/01**

**COOPERATIVE AGREEMENT No. 38-26  
between  
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY  
and  
CITY OF BRENTWOOD**

**EXHIBIT B**


**Chronological Listing of Fund Appropriation Resolutions**

<b>Project Name</b>	<b>Resolution Number</b>	<b>DATE</b>	<b>FUNDS APPROPRIATED</b>	<b>CUMULATIVE TOTAL</b>
Lone Tree Way UP At-Grade Crossing Project	26/01	6/11/2026	\$1,435,000	\$1,435,000

<b>TOTAL FUNDS APPROPRIATED:</b>	\$1,435,000
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**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors   
**FROM:** Stephen Kowalewski, Contra Costa County Chief Deputy Public Works Director  
**SUBJECT:** Approve Consulting Services Agreement Amendment with PDM Group, Inc. for Program Manager and Support Services

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**Recommendation: APPROVE** an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$151,152, and to extend the termination date from June 30, 2026, to a new termination date of June 30, 2027, for continued Program Manager services, and **AUTHORIZE** the Secretary, or designee, to execute the amendment on behalf of the Authority.

**Discussion:**

PDM Group Inc. (Dale Dennis) has been serving as the Authority's Program Manager since 2003 and has done an excellent job. Dale's knowledge and expertise in project delivery, budgeting, strategic planning, and his inter-agency coordination skills have made ECCRFFA a successful project funding and delivery agency. The program is fortunate to have Dale's project management skills to deliver many critical regional projects that have helped improve the transportation network for east Contra Costa County. It is recommended that the Board approve an amendment to Consulting Service Agreement with PDM Group Inc. (Dale Dennis) in a not-to exceed amount of \$151,152 to continue providing Program Manager services for the Authority through June 30, 2027. The proposed scope and budget (attached) describes in more detail the services Mr. Dennis will be providing as Program Manager. Staff support would be provided by consultant staff Nancy Wein (PDM Group Inc.) and Lucy Owens, along with Contra Costa County Public Works.

Contract History. The Authority entered into the current contract with PDM Group Inc. effective March 19, 2013. Subsequently, amendments were approved and executed with PDM Group Inc. as follows: July 1, 2014; July 1, 2015; September 8, 2016; April 12, 2018; February 13, 2020;

SK:  
FINAL ECCRFFA Staff Report PDM Group CSA Amendment 2026-27

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_ **OTHER**\_\_\_

VOTE OF DIRECTORS  
\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED \_\_\_\_\_  
Secretary to the Authority

March 11, 2021; June 8, 2023; March 11, 2024, and June 12, 2025. These amendments provided for continued Program Manager services through Fiscal Year 2025-26, and the current amendment would extend the contract through FY 2026-27.

Contract Approval Process. Prior to each Amendment, the following process is implemented. PDM submits a scope of services and proposed rate sheet. The Secretary Designee from Contra Costa County Public Works reaches out to each Public Works Director from each member agency and provides a copy of the scope of services and rate sheet. Each member agency is asked to review the information and to forward any issues with the amendment. Each member agency is asked to check with their elected representative on the Board if there are any concerns with the proposed amendment. (The Public Works Directors and elected representatives do not communicate among themselves.) Finally, staff adds the item to the agenda for consideration by the ECCRFFA and SR4BA Boards.

Contractor Services. Under the contract, Program Manager Services are provided by Dale Dennis. Historically, staff support was provided by County staff, primarily Nancy Wein, through June 2022. In June 2022, Nancy Wein retired from the County and joined PDM Group, Inc. For FY 2025-26, PDM Group Inc. provided Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein providing staff support. For FY 2026-27, PDM Group Inc. will continue to provide Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein continuing to provide staff support. Attached is the Scope of Services and Fee Proposal for the June 2026 Amendment.

Review of Hourly Rates. While this contract is for specialized services and does not need to be awarded to the lowest-cost service provider, County staff actively review rates charged by PDM Group, Inc. and compare them to known rates charged by firms, like Mark Thomas, Fehr & Peers, WSP, other Consultants, and the County, which have professionals with qualifications similar to those of the PDM Group, Inc. professionals. The hourly rates charged by PDM Group, Inc. fall within the ranges of hourly charge rates for other firms, consultants, and the County. Historically, PDM Group Inc. used County support staff at a fully burdened rate (base/overhead/benefits) of \$386.98 (recent rate). The arrangement to have PDM Group Inc. provide support staff services resulted from lack of County staffing resources to perform the services and a competitive rate in comparison to County fully-burdened rates. Rates are also provided to all member agency Public Works Directors to review and approve for reasonableness prior to contracts appearing before the ECCRFFA and SR4BA Boards. See rate comparison table below.

<b>Firm/Consultant</b>	<b>Position</b>	<b>Rate/hr</b>
ECCRFFA/SR4BA	Program Manager	\$318.00
	Senior Civil Engineer	\$264.00
County	Division Manager	\$471.80
	Senior Civil Engineer	\$386.98
Firm 1	Principal	\$291-\$416
	Senior Engineer/Planner	\$187-\$244
Firm 2	Division Manager	\$302-436
	Senior Project Engineer	\$218-\$312
Firm 3	Construction Manager	\$445.74
	Lead Civil Engineer	\$270.55
Consultant 1	Project Manager	\$343.60
Consultant 2	Project Manager	\$321.36
Consultant 3	Project Manager	\$320.67

Warren Lai, Secretary to the Authority, or Steve Kowalewski, Chief Deputy Director will sign the proposed amendment for PDM Group Inc.

## APPENDIX A

### **Program Management Services East County Regional Fee and Financing Authority (ECCRFFA) Scope of Services**

**OBJECTIVE:** PDM Group Inc. will be providing Program Management Services for the East County Regional Fee and Financing Authority (ECCRFFA). Dale Dennis will hold the position of Program Manager and Nancy Wein will be providing support. The Program Manager has overall responsibility for the day-to-day administrative operations of the ECCRFFA and will manage and or oversee or coordinate the delivery of transportation projects in the ECCRFFA Program.

**Typical duties and responsibilities include:**

- Interface with the ECCRFFA Board of Directors;
- Staff the ECCRFFA Board Meetings and be responsible for preparation of Agenda Packets for the monthly or periodic meetings;
- Complete the preparation and implementation of a comprehensive nexus study update for the ECCRFFA Fee Program;
- Prepare annual budgets and schedules for ECCRFFA activities;
- Work with the member agencies and the Board to establish new project priorities;
- Review proposed project budgets and schedules from sponsors;
- Prepare and implement updated Strategic Plan;
- Prepare Cooperative Agreements and Funding Resolutions for the new priority projects;
- Oversee a multimillion-dollar transportation program fund;
- Prepare and distribute ECCRFFA Fee Schedule annually;
- Prepare of annual AB 1600 Report;
- Manage preparation and implementation of new ECCRFFA policies, as appropriate;
- Address questions on ECCRFFA policies and implementation of the Regional Transportation Development Impact Mitigation (RTDIM) Fee Program;
- Manage and oversee the preparation of periodic ECCRFFA Fee Program Assessments;
- Manage and oversee the ongoing operation and maintenance of the ECCRFFA website;
- Participate in the overall planning for the East County Transportation projects;
- Prepare and present written and oral reports related to East County transportation projects;
- Coordinate and oversee the delivery of transportation projects in the ECCRFFA Program through project sponsors;
- Ensure that contractual obligations, ordinances, safety procedures, budgets and policies related to transportation projects and ECCRFFA policies are met;
- Confer with officials, member agency staff, contractors, and others involved in major transportation projects;
- Assist sponsors with interviewing and selecting consultants and contractors as appropriate;
- Ensure payment requests are handled according to JEPA policies and procedures;

## APPENDIX A

- Manage consultant contracts as appropriate and process contract amendments and invoices, etc.
- Coordinate with Contra Costa Transportation Authority on the SR4 Balfour Road Interchange Project and review and process invoices as required.
- Coordinate with TRANSPLAN staff as necessary.

### **Staff Assistance:**

- Staff assistance would be provided by Contra Costa County Public Works and Lucy Owens.

**Amendment for  
Program Manager and Support Services  
for the  
East Contra Costa Fee and Financing Authority (ECCRFFA)  
through June 30, 2027**

	FY 26/27	FY 26/27	
Staff	Hours	Charge Rates	Amount
Dale Dennis	410	\$ 318	\$ 130,380
Nancy Wein	72	\$ 264	\$ 19,008
Patrice Dennis	12	\$ 147	\$ 1,764
<b>Total</b>			<b>\$ 151,152</b>

Note: Rates are increased by 3% each year.

**EAST CONTRA COSTA  
REGIONAL FEE AND FINANCING AUTHORITY**

**DATE:** June 11, 2026

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager *DD*

**SUBJECT:** ADOPT Resolution 2026/01 to authorize teleconferencing for ECCRFFA Board meetings under Government Code sections 54953.8 and 54953.8.7, in addition to other teleconference meeting options authorized by the Brown Act

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**Recommendations:** ADOPT Resolution 2026/01 to authorize teleconferencing for ECCRFFA Board meetings under Government Code sections 54953.8 and 54953.8.7, in addition to other teleconference meeting options authorized by the Brown Act.

**Background:**

The Ralph M. Brown Act, Government Code section 54950, *et seq.*, (“Brown Act”) governs the conduct of meetings of the East Contra Costa Regional Fee and Financing Authority (“Authority”) Board of Directors. Effective January 1, 2026, Senate Bill 707 (Stats. 2025, Ch. 327) amended the Brown Act’s provisions governing teleconference meetings held by multijurisdictional bodies. The Authority is an “eligible multijurisdictional body” and must adopt a resolution authorizing the use of teleconferencing in order for Board members to participate in Board meetings via the teleconference option in Government Code sections 54953.8 and 54953.8.7. The adoption of the attached resolution will allow each member of the Board to participate in two meetings each year via teleconference under Section 54953.8.7, as long as certain noticing and technology requirements are met. These requirements are described in an advisory memorandum that staff will provide to each Board member.

The teleconferencing option available under Government Code sections 54953.8 and 54953.8.7 is in addition to other teleconferencing options under the Brown Act, including: (1) a “just cause” exception that can be used up twice each year for specified reasons; (2) remote attendance as a reasonable accommodation for a disability, which is treated as in-person attendance; and (3) where a Board meeting is held in accordance with the Brown Act’s traditional teleconferencing rules.

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_ **OTHER** \_\_\_

VOTE OF DIRECTORS

\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED \_\_\_\_\_  
Secretary to the Authority

These options are further described in a memorandum that staff will provide Board members. To allow Board members to participate in Board meetings up to twice each year under the teleconference option in Government Code sections 54953.8 and 54953.8.7, staff recommends that the Board adopt the attached resolution. A Board member wishing to use any of the available teleconferencing options should notify staff as far in advance of a meeting as possible, to ensure all applicable noticing, technology, and other requirements are met.

**ATTACHMENT:**

Resolution No. 2026/01

RESOLUTION NO. 2026/01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AUTHORIZING THE USE OF TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953.8.7

RECITALS

- A. The Ralph M. Brown Act, Government Code section 54950, *et seq.*, (“Brown Act”) governs the conduct of meetings of the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Board of Directors.
- B. Effective January 1, 2026, Senate Bill 707 (Stats. 2025, Ch. 327) amended the Brown Act’s provisions governing teleconference meetings held by multijurisdictional bodies. The ECCRFFA Board of Directors is an “eligible multijurisdictional body” under the Brown Act and desires to authorize the use of teleconferencing under Government Code sections 54953.8 and 54953.8.7, in addition to other teleconference meeting options authorized by the Brown Act. Government Code section 54953.8.7 requires the Board of Directors, at a regular meeting, to adopt a resolution authorizing the use of teleconferencing at Board meetings in accordance with Government Code sections 54953.8 and 54953.8.7.

**NOW, THEREFORE**, the Board of Directors of the East Contra Costa Regional Fee and Financing Authority resolves, as follows: pursuant to Government Code section 54953.8.7, the Board of Directors authorizes the use of teleconferencing under Government Code sections 54953.8 and 54953.8.7, in addition to other teleconference meeting options authorized by the Brown Act.

**PASSED AND ADOPTED**, at a regular meeting, by the Board of Directors of the East Contra Costa Regional Fee and Financing Authority on this 11th day of June, 2026.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the above vote of the East Contra Costa Regional Fee and Financing Authority Board of Directors, at a meeting of said Board of Directors on the date indicated above.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Warren Lai, Secretary  
East Contra Costa Regional Fee and  
Financing Authority