

**STATE ROUTE 4 BYPASS AUTHORITY**  
**Antioch - Brentwood - Oakley and Contra Costa County**

A JOINT EXERCISE OF POWERS AGENCY

MINUTES  
June 10, 2004

The STATE ROUTE 4 BYPASS AUTHORITY meeting was called to order in the Tri-Delta Transit Meeting Room, 801 Wilbur Avenue, Antioch, California by Chair Annette Beckstrand at 7:20 P.M. Given no quorum of members present, the meeting was deferred to determine whether or not a quorum would be available. There was a quorum available at 7:59 P.M.

**ROLL CALL**

PRESENT: Donald Freitas (Antioch), Brad Nix (Oakley), and Chair Annette Beckstrand (Brentwood)

ABSENT: Federal Glover (Contra Costa County)

STAFF: Dale Dennis, Project Manager

**PUBLIC COMMENT**

There was no public comment.

**DETERMINATION ITEMS**

A. APPROVE Minutes of May 13, 2004 Meeting

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED the minutes of the May 13, 2004 meeting, as submitted.

B. ACCEPT Status Report on the SR4 Bypass Project and Provide DIRECTION as Appropriate

Project Manager Dale Dennis presented the monthly update status report and advised that the environmental issues or Categorical Exemption (CE) process continued with the advance acquisition of right of way (ROW) on Marsh Creek Road from Walnut Boulevard to the existing State Route 4. Staff was also continuing to work on the Supplemental Environmental Impact Report (EIR) which would be circulated in early to mid July for submittal to the Board of Directors in September 2004 for approval.

With respect to design status, Mr. Dennis reported that the 95 percent design for Segment 1 was scheduled for early July while the 95 percent design package for Segment 3 would be scheduled in late August or early September. Staff was continuing to move forward with utility agreements for relocation and moving forward with appraisals. Offers would be made in the next two to three months.

Mr. Dennis referred to the Board packets with respect to the SR4 Bypass Project - Segment 1 (June 2004) Cost and Schedule Status Report, and advised that based on further design at the 65 percent level, the net cost difference between the 35 percentage design stage and the 65 percent design stage had been estimated at \$5 million.

Gary Huisingsh of the County Public Works Department, Design Division, commented that the Board had requested to be kept up to date. With that in mind, he identified five primary items that had changed since the preliminary engineering phase of the project (35 percent design stage). Among those changes was the cost for staging and/or detouring along Marsh Creek Road and the effect that would have on the property owners fronting Marsh Creek Road, which could require a greater expense than anticipated. He noted that potentially 100 residents would be affected. The majority of the cost, \$1.7 million, would be associated with the K-rail and the temporary paving. If pursuing a detour option, one-way traffic would be the only alternative that would work.

Mr. Dennis explained that because of the narrowness of the road there was insufficient room. K-rail was therefore required essentially along the length of that narrow roadway. A discussion of the options would have to include negotiations with the City of Brentwood. He emphasized that options were being considered to present to the Brentwood City Council and then to the public to explain the staging to lower the cost and to expedite the construction schedule.

Identifying other changes that had affected the cost of Segment 1, Mr. Huisingsh noted that Caltrans continued to push for Traffic Operation Systems (TOS), which it had also sought for Segment 3. Other changes related to the requirement for additional asphalt given the meandering alignment to avoid as many homes on Marsh Creek Road as possible, additional costs with respect to sound walls, and Caltrans' changes in the design of the structural section and width of the roadway.

Donald Freitas emphasized that the design had been based on traffic studies that had found that expansion was not needed until 2025.

Mr. Huisingsh stated that with a barrier the pavement would have to be increased anyway.

Mr. Dennis explained that the shoulder sections would run into a situation similar to what had occurred with Vasco Road. He described the biggest issue as the assumption that the geotech had assumed that the pavement was in good repair. After testing, it had been found that the pavement was not in good repair and did not hold up.

Given the amount of work involved, Donald Freitas inquired how much difference there would be to pursue four lanes instead of two lanes, to which Mr. Dennis noted that would require an environmental document and houses would be taken in that case. As to the cost to do four lanes, he suggested it would be in the millions.

Chair Beckstrand expressed her concern that Caltrans continued to expect the SR4 Bypass Authority to build roads better, faster, and stronger than what Caltrans would build and maintain. She noted the possibility of expansions and commented that the Authority's traffic study through 2025 had no warrants for BART or expansion.

On the discussion of Vasco Road, Donald Freitas clarified that the relocation of Vasco Road was a result of the Los Vaqueros Water Project when the Contra Costa Water District (CCWD) had the obligation to move the road.

Mr. Dennis commented that staff could revisit the issues with Caltrans. He emphasized that the biggest portion of the increased costs was the greater structural section of roadway required.

Brad Nix inquired how much of a shoulder was required on either side, reported by Mr. Dennis that two 12-foot lanes with two 10-foot shoulders on each side were required.

Mr. Huisingh stated that initially the shoulders had been reduced on both sides and only one shoulder had been recommended to achieve the Vasco Road scenario, although Caltrans had pushed for shoulders on both sides.

Chair Beckstrand commented that Vasco Road had 5 to 6 foot shoulders, and in some cases there was only 3 feet. She did not see any reason to do anything beyond current Caltrans standards. She reiterated that two 12-foot lanes should be standard road depth and the shoulders should be what was called for in the reasonable geotechnical survey.

Mr. Dennis stated that with a depth construction issue, it was more difficult to provide a line treatment. He noted that the whole section had to be thickened because the assumption had been that the existing pavement would provide better stability than it would based on deflection testing. While the shoulders represented one factor, there was also an increased cost for constructability if doing a shoulder section at an unconstructable depth. Mr. Dennis stated that he could return with that information.

Donald Freitas supported the submittal of that information. He emphasized that once again local entities were being required to fulfill the duties and responsibilities of Caltrans. He stressed that some believed that Caltrans had abandoned eastern Contra Costa County as well as the SR4 Bypass, and there was now a situation where it appeared that Caltrans was asking for conditions beyond what was normally required for construction projects, which was a continuing concern. He stated that the money was based on every new home construction. With Antioch's recent approval of a measure that wanted no more homes, the funds were becoming more limited. As such, he suggested that the Caltrans' requirement for half a million dollars for future closed circuit cameras was ridiculous and nonsensical.

Mr. Freitas noted some reservations with respect to some sound walls. Philosophically he stated that the Authority was upset when Caltrans asked for something over and above what was required of other road projects. For some of the add-ons, he explained that Caltrans did not provide those add-ons for some of its projects. He emphasized that the requests were getting outlandish.

Chair Beckstrand concurred that Caltrans' continuing demands were becoming more and more unacceptable.

Mr. Freitas advised that elected officials were ready to protest more vigorously than had occurred to date. He emphasized that all elected officials were more than happy to engage the situation politically since all other efforts had failed.

Chair Beckstrand suggested that the Authority was in jeopardy of losing this year's construction season, which would give the Authority the season and then some to rally elected officials to address the situation.

Mr. Dennis stated that staff would identify the real cost for the shoulder structural section, return it and discuss that issue again with Caltrans.

Brad Nix noted that Mr. Dennis had done a good job reducing the costs at the Segment 1 level. He urged Mr. Dennis to do that again.

In response to the Chair, Mr. Dennis advised that Caltrans' shoulder standard was 8 feet. The 10-foot shoulders had been requested by the property owners given the need for farm equipment to utilize the roadway. Ten foot shoulders and an additional 10 feet for drainage and gravel had been proposed to allow farm equipment to move along the ag corridor, as required by the environmental document for Marsh Creek Road.

Mr. Huisingh explained that if providing a full shoulder on the inside and not on the outside there could still be a barrier similar to Vasco Road, which would go along with the traffic

report. If going to four lanes, he stated that the thinner shoulder would be on the outside of a four-lane facility. With respect to barriers, it was noted that initially there were two lanes.

Donald Freitas requested maps to better engage in the discussion.

Brad Nix supported the idea of 10-foot shoulders for farm equipment, although he noted that the reason why the Board did not want to see the safety improvements was the requirement for extra paving.

Mr. Huisingsh advised that the environmental document had addressed the situation where drivers would decelerate and accelerate on the roadway. The 10-foot shoulders had been proposed to better accommodate vehicles in addition to the need to accommodate farm equipment.

Mr. Dennis advised that the issue would be returned next month with more detail.

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously ACCEPTED status report on the SR4 Bypass project.

C. APPROVE Work Plan and Budget for 2004-05 Fiscal Year

On motion by Brad Nix, seconded by Donald Freitas, members of the Authority unanimously APPROVED the Work Plan and Budget for Fiscal Year 2004-2005.

D. APPROVE a Categorical Exemption (CE) for the State Route 4 Bypass for the Advance Acquisition of Right of Way in Segment 3 on Marsh Creek Road, from the Intersection of Walnut Boulevard to Existing State Route 4

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED a Categorical Exemption (CE) for advanced right of way acquisition in Segment 3 on Marsh Creek Road, from the intersection of Walnut Boulevard to existing State Route 4.

E. APPROVE Raw Water Facilities Extension/Relocation Agreement with the Contra Costa Water District (CCWD) in the Estimated Amount of \$225,000 to Reimburse CCWD for Costs Related to Relocation and Protection of Facilities in Segments 1 and 3, and AUTHORIZE the Secretary or his Designee to Sign it on Behalf of the Authority

Mr. Dennis stated that the agreement related to the Relocation Agreement for relocating two facilities with the CCWD. One included the blowoff valve in Segment 3 and the other included the 21-inch raw water line in Segment 1. The Agreement allowed for the CCWD

to design Lateral 7.3, the water line and the construction of that element to be included in the construction plans. With respect to the blowoff valve, the CCWD would actually be responsible for the advertising and construction of the blowoff valve, using Nolte & Associates at a reduced estimate from the CCWD estimate. He recommended approval of the Agreement.

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED Raw Water Facilities Extension/Relocation Agreement with the Contra Costa Water District (CCWD) in the estimated amount of \$225,000 to reimburse CCWD for costs related to relocation and protection of facilities in Segments 1 and 3, and AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

- F. APPROVE an Amendment to the Consulting Services Agreement with Fehr and Peers Transportation Consultants in the Amount of \$7,000 for a Not to Exceed Amount of \$122,000 to Provide Traffic Analysis for Supplemental Environmental Impact Report for Segment 3 and Extend the Term, and AUTHORIZE the Secretary or his Designee to Sign it on Behalf of the Authority

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED an Amendment to the Consulting Services Agreement with Fehr and Peers Transportation Consultants in the amount of \$7,000 for a not to exceed amount of \$122,000 to provide traffic analysis for the Supplemental Environmental Impact Report (EIR) for Segment 3, and AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

- G. APPROVE a Consulting Services Agreement Amendment with Biggs Cardosa Associates Inc. in the Amount of \$9,000 to Continue to Provide Structural Design Services for Segment 3, and AUTHORIZE the Secretary or his Designee to Sign it on Behalf of the Authority

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED a Consulting Services Agreement Amendment with Biggs Cardosa Associates, Inc. in the amount of \$9,000 for a not to exceed amount of \$150,000 to continue to provide structural design services for Segment 3, and AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

- H. APPROVE a Short Form Service Contract Amendment with Anita Tucci-Smith in the Amount of \$9,600 to Continue to Provide Minute Taking Services and Extend the Term of the Contract, and AUTHORIZE the Secretary or his Designee to Sign it on

Behalf of the Authority

On motion by Brad Nix, seconded by Donald Freitas, members of the Authority unanimously APPROVED a Short Form Service Contract Amendment with Anita Tucci-Smith in the amount of \$9,600 to continue providing minute taking services and extend the term of the contract through June 30, 2005, and AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

- I. APPROVE a Consulting Services Agreement Amendment with Harris and Associates to Increase the Payment Limit by \$65,000 to Continue to Act as the Authority's Inspector on Authority's Issued Encroachment Permits in Segments 2 and 3 (\$50,000) and to Assist Authority Staff to Resolve Outstanding Issues Related to Sinkholes on Lone Tree Way (\$15,000) and Extend the Term, and AUTHORIZE the Secretary or his Designee to Execute it on Behalf of the Authority

Mr. Dennis stated that staff had recommended approval of an amendment to an agreement with Harris and Associates, which had been conducting inspections of encroachment permit work with respect to adjacent development, since 1999. The inspection work was actually reimbursed through the encroachment permits. He noted one additional element, the \$15,000 for assistance in resolving outstanding issues with the sinkhole on Lone Tree Way.

Mr. Dennis reported that the sinkhole had been repaired. The Authority had a geotech report and it had been determined from the study that the sinkhole was the result of previous construction work by the City of Antioch. The Authority sent a letter to the City of Antioch requesting compensation for the cost of repairing the sinkhole.

The City of Antioch disagreed with the reason for the sinkhole and indicated that it was doing its own study. The City's study was expected to be finalized in the next few days at which point staff would work to determine the real cause and effect and the financial responsibility for the sinkhole.

Mr. Dennis explained that Harris and Associates was familiar with the construction and the issue, and \$15,000 had been budgeted for its assistance in resolving that issue.

On motion by Brad Nix, seconded by Chair Beckstrand, members of the Authority unanimously APPROVED a Consulting Services Agreement Amendment with Harris and Associates to increase the payment limit by \$65,000 for a not to exceed amount of

\$2,571,309 to continue to act as the Authority's inspector on Authority's issued encroachment permits in Segments 2 and 3 (\$50,000) and to assist Authority staff to resolve outstanding issues related to sinkholes on Lone Tree Way (\$15,000) and extend the term, and AUTHORIZED the Secretary or his designee to execute it on behalf of the Authority.

- J. Board APPROVAL of Consulting Services Agreement Amendments with the Following Consultants (no payment limit increase) to Extend the Term of the Existing Contracts, and AUTHORIZE the Secretary or his Designee to Sign Them on Behalf of the Authority
1. Parikh Consultants - Geotechnical Analysis and Environmental Assessment for Segments 2 and 3
  2. Gray and Bowen - Assist to Authority Staff on the Preparation of a Cooperative Agreement with Caltrans

Mr. Dennis explained that staff currently had existing consulting agreements with both consultants. There would be no increase in payment limits, although the terms of the agreements would expire. The proposed amendments would extend the terms only.

As to whether or not staff was satisfied with work being done, Mr. Dennis stated that work had not been done with Gray and Bowen very often and there were no real expenditures in that case. The Parikh Consultants agreements had been used. He stated that Parikh was a good geotech firm that had been doing work for the Authority for the last few years.

Mr. Freitas stated that he would not vote for Item 1 although he would support Item 2.

Chair Beckstrand separated the items for action.

On motion by Brad Nix, seconded by Donald Freitas, members of the Authority unanimously APPROVED Consulting Services Agreement amendments with the following consultant (no payment limit increase) to extend the term of the existing contract and AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

2. Gray and Bowen - Assist to Authority Staff on the Preparation of a Cooperative Agreement with Caltrans

Mr. Dennis advised that Item 1 for Parikh Consultants - Geotechnical Analysis and Environmental Assessment for Segments 2 and 3, would be continued to the next meeting.

- K. APPROVE First Amendment to Rental Agreement with A. Teichert & Sons, Inc. and AUTHORIZE the Secretary or his Designee to Sign the First Amendment to Rental Agreement on Behalf of the Authority

On motion by Brad Nix, seconded by Donald Freitas, members of the Authority unanimously APPROVED the First Amendment to Rental Agreement with A. Teichert & Sons, Inc. and AUTHORIZED the Secretary or his designee to execute First Amendment to Rental Agreement on behalf of the State Route 4 Bypass Authority.

- L. APPROVE Cooperative Agreement Between Caltrans and the Authority for the Construction Segment 1, Package 1, Within Caltrans Right of Way and AUTHORIZE the Secretary or his Designee to Sign it on Behalf of the Authority

Mr. Dennis reported that staff had received a Cooperative Agreement from Caltrans that attempted to deal with relinquishment issues and a multi-jurisdictional agreement just prior to the last meeting when it had been recognized that it would take weeks or months to get the agreement approved. The direction of the Board at that time was to attempt an agreement with Caltrans split into two agreements just to get the current contract underway, with the second agreement to be pursued on a parallel path.

Mr. Dennis reported that he had met with Caltrans District 4 staff on May 18 to discuss a mutual agreement. Comments had been received from Caltrans on May 25. Staff returned the following week to review those comments and to return them to Caltrans. He added that Caltrans had responded verbally a couple of days ago. A written response had been received this date.

Mr. Dennis highlighted the changes that had been made by County Counsel. He noted that County Counsel had inserted the words "reasonable" and "reasonably" at several places in the document. Caltrans legal staff was not comfortable with any of those additions and did not accept those suggested changes. With respect to the Caltrans suggestion that the SR4 Authority should pay for independent assurance testing, staff had indicated that Caltrans had previously provided those services at no cost to the Authority. Caltrans had agreed to move forward without charging the Authority for those services. He also noted that editorial comments had been added in paragraphs 24 and 27 of Page 5 of the agreement, and Caltrans had agreed with those editorial comments.

Referring to Page 6, paragraph 29, Mr. Dennis stated that Caltrans was in agreement with the comment that "No State funds will be used for any Segment 1A costs, except for State's quality assurance of project development and construction activities," which provision had also been shown in Segment 2.

On that same paragraph 29, Mr. Dennis stated that staff had stricken the sentence "Costs of State's quality assurance of Bypass project development and construction activities will be accumulated by State to be invoiced by State for payment by Authority only in the event that Bypass is not adopted by the CTC as new SR4 on or before December 31, 2010." He noted that was indicative of work outside the existing State Highway, between the connection at the Byron Highway and SR4. While the State was willing to extend the date to October 31, 2014, it was not willing to remove the clause. He had been advised this date that the State's reason for retaining the clause was to avoid a situation that had occurred with the Richmond Parkway. The State had otherwise recognized that the process used to date for the SR4 Bypass was different from the Richmond Parkway and no problems with a facility that did not meet State standards was anticipated.

Mr. Dennis advised that the District 4 Deputy Director had indicated a willingness to meet with the Board to explain the District's perspective. The Deputy Director had stated that Caltrans was committed to the project and did not plan to walk away from the project but preferred the inclusion of the statement.

Chair Beckstrand suggested that if coming up with a whole new clause the Authority might be willing to look at it.

Donald Freitas suggested that what the State was stating and requesting were contradictory.

Mr. Dennis explained that Caltrans had no concern with the other comments recommended by County Counsel. The only major comment that Caltrans was unwilling to agree to related to the oversight.

Brad Nix applauded County Counsel for the inclusion of "reasonable" and "reasonably." He questioned Caltrans' concern with those additions.

Mr. Dennis suggested that the terms were subjective. He suggested it tended to water down the agreement in ways that it would be difficult to administer.

Donald Freitas emphasized that "reasonable" offered some flexibility. In good faith, he stated that the Authority was designing, building and funding the Bypass.

Mr. Freitas supported the recommendations from County Counsel and did not feel that the Authority would be fulfilling its fiduciary responsibility by not including "reasonable." He suggested that moving the California Transportation Commission (CTC) adoption date to 2014 was reasonable and he could live with that with the insertion of the other

recommendations. He supported some balance.

Mr. Dennis suggested that would require negotiating with Caltrans if items were not included such as with the Traffic Operations Systems (TOS), Portland Cement Concrete (PCC) and Asphalt Concrete Pavement (ACP) issues. He acknowledged that negotiations would be required, but he stated it was one of those things that occurred with Caltrans projects.

Donald Freitas stated that the policy question was its significance. Given that the bid was a good bid, he questioned the risk involved in continuing to negotiate the language of section 29 by increasing the time to execute the cooperative agreement, which he suggested was important. He would argue that "reasonable" and "reasonably" was important as well, but he questioned whether it was worth the risk of losing the good bid.

Mr. Dennis stated that Caltrans had offered a conservative estimate of the maximum amount involved, reported at \$2.7 million, and Brad Nix questioned whether or not Caltrans was willing to amend that part of the agreement, "not to exceed \$2.7 million."

Mr. Dennis suggested that staff might want to go back and cap Caltrans costs, thereby reducing the exposure.

Mr. Nix also suggested deleting the word "reasonable" where added by County Counsel and placing the following statement at the end of the agreement: *The State's approval, as called for herein in various terms of this Agreement, shall not be unreasonably withheld.*"

With respect to paragraph 29, Chair Beckstrand suggested it was not as potentially worrisome if changed to October 31, 2014, with an additional paragraph not to unreasonably withhold the adoption of the road.

For paragraph 29, Brad Nix recommended the following language: *f the Authority fails to build the Bypass to State standards, then the cost of quality assurance could be invoiced to the Authority.*

Chair Beckstrand recommended that the State's standards be *those in effect at the time.*

Mr. Dennis supported the comments. If the Board recommended those comments and Caltrans did not accept those comments, he wanted to know what the Authority was willing to risk be able to move forward with the first contract.

Donald Freitas commented that part of the discussion might have to be in Closed Session since it could trigger a lawsuit. He would be willing to make those reasonable decisions. If going out to bid again, he questioned the likelihood of getting a contract that was 24 percent below the Engineer's Estimate. He stated that the Authority would need to be advised by its attorneys.

Mr. Freitas emphasized that capping the exposure of the cost was important, that the "reasonable" language was appropriate, and that the change to October 31, 2014 was more appropriate. If losing out on the reasonableness but modifying paragraph 29, he could accept that and he could accept the removal of "reasonable" and "reasonably" from the document, adding a paragraph at the end. He might also be willing to move forward without that just because he was not certain of the legal risk.

Brad Nix suggested that non acceptance would push the item back into the political realm.

Mr. Dennis commented that the Authority had to trust that Caltrans wanted the facility, Caltrans had to trust that the Authority would not build to Richmond Parkway standards.

Mr. Freitas again questioned the reasonableness of the Caltrans requirements. He emphasized the trust issue and did not want to lose the bid but stated that would have to be measured by its exposure.

Chair Beckstrand directed Mr. Dennis to return to Caltrans with the Board's comments and with the understanding expressed by the Board of what would be reasonable for the Authority to accept. If what was negotiated was not acceptable, she stated that a special meeting and the advice of legal counsel would have to follow.

Mr. Dennis commented that there might need to be an emergency meeting to award a contract anyway. When asked, he stated that the bid would expire after the next Board meeting on July 8. He noted the difficulty with the shortening construction season.

On motion by Donald Freitas, seconded by Brad Nix, members of the Authority unanimously APPROVED the Cooperative Agreement between Caltrans and the Authority for work within Caltrans existing right of way, including the upcoming Construction of Segment 1, Package 1, WITH THE INCLUSION of:

*A paragraph at the end of the Agreement that The State's and Authority's approval, as called for herein, shall not be unreasonably withheld, and Paragraph 29 is changed to state that The State's quality assurance costs will not exceed \$2,700,000 and that the State will invoice the Authority only in the event that the Authority fails to build the Bypass to State standards in effect at the time and the Bypass is not*

*adopted by the CTC as new SR4 on or before October 31, 2014,*

and AUTHORIZED the Program Manager to complete the negotiations for the Cooperative Agreement, with the understanding that while the Board's preference is to include all of the above comments, it was stated that the only critical element that must be included was the cap of Caltrans' quality assurance costs covered in Paragraph 29. The Board also AUTHORIZED the Secretary or his designee to sign it on behalf of the Authority.

M. APPROVE Actions Necessary to Award the Construction Contract for the SR4 Bypass Project, Segment 1, Construction Package 1

Given the prior discussion, the item was recommended for continuance.

On motion by Brad Nix, seconded by Chair Beckstrand, members of the Authority unanimously CONTINUED the actions necessary to award the Construction Contract for the SR4 Bypass Project, Segment 1, Construction Package 1, to an emergency meeting scheduled for Tuesday, June 15, 2004, at 5:30 P.M. in the Meeting Room of the Tri-Delta Transit Building at 801 Wilbur Avenue, Antioch.

#### **MEMBER REPORTS**

There were no Member reports.

#### **CORRESPONDENCE**

There was no correspondence beyond what had been included in the Board packets.

#### **PUBLIC COMMENTS**

There were no public comments.

#### **ADJOURNMENT**

With no further business to come before the State Route 4 Bypass Authority, Chair Beckstrand adjourned the meeting at 9:13 P.M. to the next meeting on June 12, 2004 at 5:00 P.M., to the Special Meeting on June 15, 2004 at 5:30 P.M., and then to the regular meeting on July 8, 2004.

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Respectfully submitted,

Anita L. Tucci-Smith  
Minutes Clerk