

ATTACHMENT 2

015360

12-ORA-55 KP 2.32/3.29

Newport Blvd. widening 17th to 19th St.

12209-09840K

District Agreement No: 12-457

COOPERATIVE AGREEMENT

This AGREEMENT, entered into on July 1, 2002 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF COSTA MESA

A body politic and a municipal

corporation of the State of

California, referred to herein as "CITY".

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RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Costa Mesa.
2. CITY desires State highway improvements consisting of the design and pre-construction activities for the widening of Route SR-55 From 17th Street to 19th Street, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's oversight of environmental, design and right of way pre-construction activities.
3. STATE's funds will not be used to finance any of the capital and support activities for the environmental, design or right of way costs for PROJECT.
4. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
5. Construction of PROJECT will be the subject of a separate future Agreement.
6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) of all preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT.
2. To have a Project Report (PR) including all necessary environmental documentation (ED), and detailed Plans, Specifications, and Estimate (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR and the final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR, conduct environmental studies and obtain approval for PROJECT, prepare the PS&E, and provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
4. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems

which may arise during construction and/or to make design revisions for contract change orders.

5. To not use funds from STATE for any capital and support for the environmental, design or right of way costs for PROJECT.
6. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR, ED, and/or PS&E.
7. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
8. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
9. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY's policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
10. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
11. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
12. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.

13. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.
14. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
15. To deliver to STATE legal title to the right of way, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
16. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT. If CITY encounters hazardous material or contamination within the existing State highway right of way during said investigation; CITY shall immediately notify STATE and responsible control agencies of such discovery.
17. To obtain, at CITY's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
18. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
19. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index - two prints and a copy of the negative, and the original aerial photography negative.
20. STATE's quality assurance activities referred to in Article I of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by CITY. If CITY requests STATE to perform any of these services, CITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION IISTATE AGREES:

1. At no cost to CITY or CITY's consultant, to provide quality assurance activities of all work on PROJECT done by CITY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by CITY or its designee, and to provide prompt reviews and approvals, as appropriate, of submittals by CITY and CITY's consultant, and to cooperate in timely processing of PROJECT.
2. Upon proper application by CITY, to issue, at no cost to CITY, an encroachment permit to CITY authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PR, ED, and/or PS&E. If CITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.

SECTION IIIIT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature to STATE for the purposes of fulfilling STATE's obligations herein.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Services or other official designated by CITY and STATE's District Director for District 12 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. The Project Study Report (PSR) for PROJECT, approved on Sept. 27, 2000, is by this reference, made an express part of this Agreement. Per City of Costa Mesa's letter dated November 5, 2001, and City Council Agenda Report dated August 6, 2001.
4. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PSR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
5. The design, right of way acquisition, and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing

Revisions to Design Standards". STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.

6. CITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
7. If any hazardous material or contamination of an HM-1 category found within the existing State highway right of way requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE, at STATE expense. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and, if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased due to PROJECT, that additional cost identified by STATE shall be borne by CITY. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY expense without any subsequent reimbursement by STATE.
8. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way shall be the responsibility of CITY, at CITY expense, if CITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place.
9. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by CITY for PROJECT, CITY, as between CITY and STATE only, shall be responsible, at CITY expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 15 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or CITY, as a last resort, shall sign the manifest.
10. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

11. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by State and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
12. A separate Cooperative Agreement will be required to cover responsibilities and funding for the construction phase of PROJECT.
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.
14. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
15. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
16. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
17. Except as otherwise provided in Article 13 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on December 31, 2004, whichever is earlier in time. However, indemnification for liability and claims resulting from this PROJECT shall remain in effect until terminated or modified in writing by mutual agreement.

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District Agreement No. 12-457

STATE OF CALIFORNIA
Department of Transportation

CITY OF COSTA MESA

JEFF MORALES
Director of Transportation

Richard W. Nixon
Mayor

By [Signature]
ENRIQUE ALONSO
Deputy District Director-Project Delivery

Deputy

Attest: [Signature], Acting
City Clerk

CERTIFIED AS TO FORM AND PROCEDURE

APPROVED AS TO FORM AND PROCEDURES

[Signature]
Attorney
Department of Transportation

[Signature]
City Attorney

APPROVED AS TO FINANCIAL TERMS AND CONDITIONS

[Signature]
Accounting Administrator

CERTIFIED AS TO FUNDS:

[Signature]
District Budget Manager

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed widening of SR-55 Freeway extending from the terminus (19th Street) of the SR-55 Freeway to 17th Street. This proposed project would add an additional northbound lane between 17th and 19th Streets and an additional southbound lane between 19th Street and Broadway.

The CITY will be the Lead Agency for CEQA and the STATE will be a CEQA Responsible Agency. The Federal Highway Administration (FHWA) will be the Lead Agency for NEPA; however, the State will act as the NEPA liaison on behalf of FHWA. CITY will assess impacts of PROJECT on the environment and, if necessary, CITY will prepare the Environmental Document(s) (ED) to meet the requirements of CEQA and NEPA. The draft and final ED will require STATE's review and approval prior to public circulation. CITY will provide all data for and prepare drafts of the Draft Project Report (DPR) and the Project Report (PR). STATE will review, approve, and process the reports. STATE will request approval of ED by the FHWA. CITY will be responsible for complying with and costs of the public hearing process.

1. CITY and STATE concur that the proposal is a Category 4A as defined in STATE's Project Development Procedures Manual.
2. CITY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY. Existing traffic data shall be furnished by CITY.
3. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising for bids for actual construction of the PROJECT.
4. The existing freeway agreement need not be revised.
5. All phases of PROJECT, from inception through construction, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow. Detailed steps in the project development process, "Planning Phase Activities," are attached to this Scope of Work, and incorporated herein by this reference. These Attachments are intended as a guide to STATE's and CITY's staff. Any items marked in both State and City are to be shared responsibilities.

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**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1. ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	X
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	X
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
2. PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	X
3. PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

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**ATTACHMENT 2
DESIGN PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1. PRELIMINARY COORDINATION		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
2. ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	X
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

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PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
3. R/W ACQUISITION & UTILITIES		
Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation		X
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	
Transfer R/W to STATE		X
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

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PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	X
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	X
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	X
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	X
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X
Approve PS&E	X	

**ATTACHMENT 3
DEFINITIONS**

Basic Design Features - A general description of the facility:

Project Description:

The proposed project will consist of design and pre-construction activities for the widening of Sr-55 extending from the terminus (19th Street) of the SR-55 Freeway to 17th Street. This completed project proposes to provide an additional northbound lane between 17th and 19th Streets, and an additional southbound lane between 19th Street and Broadway. The estimate cost of the project ranges from \$7,486,000 to \$7,556,000 for alternatives 2 and 3 respectively as identified by the PSR.

Design speed of State highway facility and CITY roads and streets.

The posted speed for most of the segment is 35 mph. This is due to proximity of existing Commercial and Pedestrian activities and six intersections within the proposed project.

- Number of through lanes, auxiliary lanes and location of interchanges and separations.

Newport Boulevard, from 17th Street to 19th Street, is a six lane divided highway for a length of 971m (3185 feet). This arterial is intersected by six signalized intersections in close proximity.

- Widths of through lanes, medians, and shoulders for both the State highway facility and local roads and streets.
 1. The width of the mixed flow lanes are 3.3 meters
 2. Left shoulder width is between 0 to 0.4 meter. The left shoulder width is provided adjacent to the median island at various locations along the alignment. Where left turn pockets are developed the left shoulder is eliminated.
 3. Right shoulder width is between 0.4 to 2.4 meters. The right shoulder of 2.4 meters is provided along the northbound alignment between station 27+40 to 28+40 and 29+75 to 31+50. The remainder of the northbound alignment and the entire southbound alignment provides 0.4 meter right shoulder which is considered as a part of the 4.0 meter number 4 lane width.
- A Fact sheet, exception to mandatory Design Standards in support of PSR, was approved on January 9, 2001.

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EXCERPT
MINUTES OF THE CITY COUNCIL OF
THE CITY OF COSTA MESA, CALIFORNIA

A regular meeting of the City Council of the City of Costa Mesa was held on June 17, 2002, at 6:30 p.m., in the Council Chambers of City Hall, 77 Fair Drive, Costa Mesa.

COUNCIL MEMBERS PRESENT: Mayor Dixon, Mayor Pro Tem Monahan,
Council Member Cowan, Council Member
Robinson, and Council Member Steel

COUNCIL MEMBERS ABSENT: None

Item No. 8 on the Consent Calendar was presented: Cooperative Agreement No. 12-457 with the California Department of Transportation (CALTRANS) for design and environmental purposes for proposed improvements to Newport Boulevard, between 17th and 19th Streets.

On motion by Mayor Pro Tem Monahan, seconded by Council Member Steel, and carried 4-1, Mayor Dixon voting no, the agreement was approved, and the Mayor and Deputy City Clerk were authorized to sign on behalf of the City."

ADJOURNMENT: The Mayor declared the meeting adjourned at 1:00 a.m.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, RUTH DELANEY, Acting Deputy City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify the foregoing to be a full, true, and correct copy of the minute entry on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this 18th day of June, 2002.

Ruth Delaney Acting
Deputy City Clerk and ex-officio Clerk of
the City Council of the City of Costa Mesa