



CITY COUNCIL AGENDA REPORT

MEETING DATE: APRIL 5, 2004

ITEM NUMBER:

**SUBJECT: SECOND READING OF ORDINANCE 04-3 THAT AMENDS
THE SEGERSTROM TOWN CENTER DEVELOPMENT AGREEMENT (DA-00-02)
LOCATED EAST OF BRISTOL STREET, SOUTH OF SUNFLOWER AVENUE,
WEST OF AVENUE OF THE ARTS, AND NORTH OF ANTON BOULEVARD,
EXCLUDING THE SEGERSTROM CENTER FOR THE ARTS**

DATE: MARCH 25, 2004

FROM: PLANNING DIVISION/DEVELOPMENT SERVICES DEPARTMENT

PRESENTATION BY: KIMBERLY BRANDT, SENIOR PLANNER

**FOR FURTHER INFORMATION CONTACT: KIMBERLY BRANDT, SENIOR PLANNER
(714) 754-5604**

RECOMMENDATION:

Give second reading to Ordinance 04-3, which amends the development agreement regarding the parking structure designated for discount parking.

BACKGROUND:

Staff has no further information to add regarding this draft ordinance.

KIMBERLY BRANDT, AICP
Senior Planner

DONALD D. LAMM, AICP
Deputy City Mgr.-Dev. Svcs. Director

DISTRIBUTION: City Manager
Acting City Attorney
City Engineer
Staff (4)
File (2)

Mr. Paul Freeman
C.J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa, CA 92626

**Mr. David Wilson
C.J. Segerstrom & Sons
3315 Fairview Road
Costa Mesa, CA 92626**

ATTACHMENT: Ordinance 04-3

File Name 040504DA0306

Date 3/16/04

Time 3:30 pm

ORDINANCE NO. 04-3

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COSTA MESA, CALIFORNIA,
APPROVING AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT NO. DA-00-02
FOR SEGERSTROM TOWN CENTER.**

**THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN
AS FOLLOWS:**

Section 1. The City Council of the City of Costa Mesa, California, does hereby find and declare as follows:

1. On or about March 5, 2001, the City Council of the City of Costa Mesa adopted Ordinance No. 01-14 approving Development Agreement DA-00-02 for the Segerstrom Town Center Project.
2. The parties to said Development Agreement have subsequently determined that certain provisions of the Development Agreement require amendment.
3. Public hearings have been held before this City Council pursuant to the procedures described in Council Resolution No. 88-53. At these hearings, the City Council considered the evidence, the testimony presented by the public, and the Planning Commission's recommendation regarding the proposed First Amendment to Development Agreement DA-00-02 between the City of Costa Mesa and South Coast Plaza, a California general partnership ("Owner")
4. The First Amendment to the Development Agreement between the City of Costa Mesa and Owner:

- (a) Is consistent with the General Plan and the North Costa Mesa Specific Plan;
 - (b) Is compatible with the uses authorized in, and the existing land use regulations prescribed for, the zoning districts in which the real property covered by the Amendment to the Development Agreement are located; and
 - (c) Is in conformity with and will promote the public necessity, and public convenience, general welfare, and good land use practices.
5. The First Amendment to the Development Agreement will not:
- (a) Be detrimental to the public's health, safety and general welfare; nor
 - (b) Adversely affect the orderly development of the property.
6. The First Amendment to the Development Agreement will promote and encourage the development of the proposed project by providing stability and certainty to the Owner, and will provide to the City and its citizens the public benefits promised in the Development Agreement and First Amendment thereto.
7. The First Amendment to the Development Agreement has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt.

Section 2. The City Council hereby approves, adopts and enters into the

First Amendment to the Development Agreement in the form attached hereto and incorporates the First Amendment herein by this reference.

Upon execution of the First Amendment by all parties, the City Clerk is directed to record the First Amendment pursuant to the City of Costa Mesa Development Agreement Procedures and Requirements.

Section 3. Publication.

This Ordinance shall take effect and be in full force and effect thirty (30) days from and after its passage and, before the expiration of fifteen (15) days after its passage, shall be published once in the NEWPORT BEACH-COSTA MESA DAILY PILOT, a newspaper of general circulation printed and published in the City of Costa Mesa, or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED this ____ day of _____, 2004

Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

Deputy City Clerk of the
City of Costa Mesa

City Attorney

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

I, JULIE FOLCIK, Deputy City Clerk and ex-officio clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Ordinance No. 04-__ was introduced and considered section by section at a regular meeting of said City Council held on the ___ day of _____, 2004 and thereafter passed and adopted as a whole at a regular meeting of said City Council held on the ___ day of _____, 2004, by the following roll call vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this ___ day of _____, 2004.

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

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR
SEGERSTROM TOWN CENTER (DA-00-02)**

This First Amendment to the Development Agreement for Segerstrom Town Center (DA-00-02), (the "Amendment") is executed this ____ day of March 2004 by and between The City of Costa Mesa, a Municipal Corporation of the State of California, (the "City") and South Coast Plaza, a California general partnership, referred to herein as "Owner".

RECITALS

A. City and Owner have entered into that certain Development Agreement for Segerstrom Town Center (DA-00-02), (the "Agreement") dated as of March 5, 2001, for development of the Segerstrom Town Center Project, as defined in the Agreement.

B. The parties have determined that certain changes need to be made to the Agreement to correctly identify the parking structure for which discount parking is provided to Costa Mesa residents.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Exhibit E: Section III. Parking Agreements. Subsection (i) in the seventh line from the bottom of the second full paragraph, shall be deleted in its entirety and replaced with the following new subsection (i):

"(i) the existing parking structure located at the southwest corner of Sunflower Avenue and Park Center Drive and"

2. Conflicts. Except as otherwise set forth herein to the contrary, all terms and provisions of the Agreement shall remain unamended and continue in full force and effect. This Amendment with the Agreement shall be construed together and shall constitute one agreement. In the event of any inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

3. Defined Terms. Except as otherwise set forth herein, all defined terms used herein shall bear the same meaning as set forth in the Agreement.

[REMAINDER OF PAGE BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Development Agreement for Segerstrom Town Center as of the date first above written.

**CITY OF COSTA MESA,
A municipal corporation**

Mayor of the City of Costa Mesa

**SOUTH COAST PLAZA, a California general
partnership, Managing General Partner**

By: **Henry T. Segerstrom Management LLC, a
California limited liability company,
Manager**

By: _____
Henry T. Segerstrom, Manager

By: **HTS Management Co., a California corporation
Manager**

By: _____

Title: _____

ATTEST:

**Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa**

APPROVED AS TO FORM:

City Attorney, City of Costa Mesa