



# **PLANNING COMMISSION**

## **AGENDA REPORT**

MEETING DATE: FEBRUARY 25, 2008

VI.2  
ITEM NUMBER:

**SUBJECT: DA-08-02 ANNUAL REVIEW OF 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: FEBRUARY 7, 2008**

**FOR FURTHER INFORMATION CONTACT: REBECCA ROBBINS, ASSISTANT PLANNER  
(714) 754-5609**

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### **DESCRIPTION**

Annual review of the development agreement between the City of Costa Mesa and South Coast Plaza for the Segerstrom Town Center.

### **APPLICANT**

Mr. David Wilson is the authorized agent for South Coast Plaza.

### **RECOMMENDATIONS**

Based on the evidence in the record, determine and find that South Coast Plaza has demonstrated good faith compliance with the terms and conditions of Development Agreement DA-00-02.

REBECCA ROBBINS  
Assistant Planner

KIMBERLY BRANDT, AICP  
Asst. Dev. Svs. Director

**BACKGROUND**

Seegerstrom Town Center is a subarea of the South Coast Plaza Town Center. The 2000 General Plan designates the area as "Cultural Arts Center" and the corresponding zoning is "Town Center". In February 2001, City Council approved General Plan Amendment GP-00-02, which resulted in the following entitlements for Seegerstrom Town Center. City Council also amended the North Costa Mesa Specific Plan, adopted a preliminary master plan, and entered into the development agreement in conjunction with the general plan amendment.

| <b>MAXIMUM ALLOWABLE FAR</b> | <b>MAXIMUM BUILDING SQUARE FOOTAGE</b> | <b>AM PEAK HOUR BUDGET</b> | <b>PM PEAK HOUR BUDGET</b> |
|------------------------------|--|----------------------------|----------------------------|
| 1.98                         | 2,118,550                              | 2,764                      | 3,453                      |

On March 15, 2004, City Council approved an amendment to the Development Agreement for Seegerstrom Town Center (Ordinance 04-3) that allowed parking provisions for discount parking at cultural events in the parking structure located at the southwest corner of Sunflower Avenue and Park Center Drive, but deleted the provision related to prevailing parking charges.

On January 16, 2007, City Council approved General Plan Amendment GP-06-02 that allows the transfer of building area within the Seegerstrom Town Center sub area. Proposed new development within this sub area includes:

1. Addition of 50 residential units in addition to the 200-room hotel at the northeast corner of Bristol Street and Town Center Drive;
2. One mixed-use high-rise tower with 233,170 square feet of office and 225 residential units at the southeast corner of Bristol Street and Sunflower Avenue.
3. The demolition of the two cinemas is also included in the preliminary master plan.

**ANALYSIS**

***Periodic Annual Review***

Section 3.5 of the development agreement requires a periodic review of South Coast Plaza's performance of its obligations under the Agreement. This is the fourth review of this 20-year development agreement.

**Development Agreement:**

The purpose of this annual review is to determine if South Coast Plaza has made a good faith effort to comply with the provisions of the development agreement. To this effect, South Coast Plaza has submitted a letter (see Attachment 1), which indicates the efforts undertaken to fulfill the agreement's provisions. Typically, this review focuses on the community benefits provided for by the developer. For DA-00-02, these benefits are described in Exhibit F of the Development Agreement. The following discussions summarize South Coast Plaza's progress in realizing these obligations.

1. **Cultural Benefits:** South Coast Plaza granted to the Orange County Performing Arts Center (OCPAC) the 6-acre parcel located adjacent to Avenue of the Arts, and Henry Segerstrom contributed \$40 million to the design and construction of the new symphony hall. **No further action required.**
2. **Open Space:** In September 2001, South Coast Plaza, in cooperation with OCPAC and the City, amended the Town Center open space easement to facilitate the expansion of the South Coast Repertory Theater and the new concert hall and to make it a permanent easement. **No further action required.**
3. **Parking Agreements:** The agreement requires that adequate parking be available to the existing and future performing arts venues with the following provisions:
  - Requires the Theater and Arts District (TAD) Plan to include a provision that states parking fees will not exceed the market rate for the area. City Council adopted the TAD Plan on February 2, 2004, which included parking provisions for discount parking at cultural events in the parking structure located at the southwest corner of Sunflower Avenue and Park Center Drive, but deleted the provision related to prevailing parking charges.
  - Prior to the issuance of the certificate of occupancy for the new office building, South Coast Plaza will submit a plan for City approval that allows the building's parking structure to be used by the patrons of the arts venues. Parking fees at the new structure (to be constructed at the southeast corner of Bristol Street and Sunflower Avenue) shall not exceed the market rate for the area. Since South Coast Plaza has not yet proceeded with the office building, this obligation is still outstanding.
  - Within 90 days of the effective date of the agreement, South Coast Plaza shall provide a 50% discount of the parking fee to Costa Mesa residents attending cultural arts venues (during specified times) at the following structures:

- i. The existing parking structure located at the southwest corner of Sunflower Avenue and Park Center Drive. **No further action required.**
  - ii. The proposed parking structure at the southeast corner of Bristol Street and Sunflower Avenue. The parking structure will be constructed in conjunction with the new office building.
- 4. **Aesthetic improvements to the southeast corner of Bristol Street/Sunflower Avenue:** The new office building will improve the overall aesthetics of this corner with no increase in the development footprint. Since the new building has not been developed, this obligation has not yet been fulfilled.
- 5. **Vacation of Town Center Drive:** On February 2, 2004, City Council approved the Town Center Drive Master Plan. This plan describes the improvements envisioned for these two streets and surrounding area. Implementation of this master plan is predicated on the vacation of Town Center Drive as a public street. Documents related to the vacation of Town Center Drive were recorded at the County of Orange on July 18, 2005. The pedestrian plaza improvements are currently under construction. **No further action required.**
- 6. **Theater and Arts District:** South Coast Plaza has fulfilled its obligation in preparing a Theater and Arts District Plan (TAD), which City Council approved on February 2, 2004. The TAD Plan provides a list of public improvements that South Coast Plaza has committed to install and the implementation schedule.
- 7. **Economic Benefits:** The proposed hotel is projected to produce general fund revenues to the City in the amount of \$1,000,000. Other property improvements will also generate additional property tax revenues. Until such time the hotel and office building are constructed, these additional revenues will not be generated.
- 8. **Traffic Mitigation (4 intersections):** The agreement requires improvements to the following intersections:

| Intersection            | Status                                      |
|-------------------------|---|
| Bristol & Sunflower     | Completed in conjunction with SCR expansion |
| Fairview & South Coast  | Completed in conjunction with SCR expansion |
| Bristol & Paularino     | City to determine construction timeframe.   |
| Park Center & Sunflower | City to determine construction timeframe.   |

9. **Fire Protection Facilities:** In conjunction with new construction, South Coast Plaza is obligated to pay \$0.285/square foot of new development. This fee will be collected at the time the new construction occurs.
10. **Financing of the TAD Improvements:** The development agreement requires South Coast Plaza to develop a financing plan for the TAD improvements. The adopted TAD plan includes the financing plan and commitment. In support of the improvements identified in the TAD Plan, South Coast Plaza has established two spending accounts in the amount of \$800,000 and \$200,000 respectively. At the instruction of the Costa Mesa City Council, the resources of the first account were designated for use in supporting design and construction of the pedestrian plaza between the Orange County Performing Arts Center and the Renee and Henry Segerstrom Concert Hall. The \$800,000 has been completely expended. The funds in the second account are currently committed to the banner, signage, crosswalk and other area improvements. The applicant has submitted and is working diligently on an application to the City for a North Costa Mesa Specific Plan Amendment and will soon submit for a Planned Signing Program for the Theater and Arts District to redirect some of the funds in the second account for an expanded signage program for the Theater and Arts District.

As indicated by the applicant, "crosswalk 6" is listed as a TAD Plan improvement. However, it has already been completed from a separate funding source without drawing down the amount allocated for sidewalk and crosswalk improvements under the TAD Plan (\$200,000).

### **OTHER DEPARTMENTAL REVIEW**

The City Attorney and Transportation Services have also reviewed the development agreement and concur that the Developer is in compliance with the terms of the Agreement.

### **ALTERNATIVES**

If the Planning Commission finds South Coast Plaza is not in compliance with the Agreement's terms, evidence supporting that determination would be required.

### **CONCLUSION**

Staff believes that South Coast Plaza has demonstrated good faith compliance with the provisions and conditions of the DA-00-02. The Planning Commission's findings can be made by minute order.

- Attachments:
1. Letter from David Wilson, South Coast Plaza, dated 1/17/2008
  2. Development Agreement DA-00-02
  3. Development Agreement Amendment

cc: Deputy City Manager - Dev. Svs. Director  
City Attorney  
City Engineer  
Fire Protection Analyst  
Staff (4)  
File (2)

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

|                    |              |                 |
|--------------------|--------------|-----------------|
| File: 022508DA0802 | Date: 021408 | Time: 8:30 a.m. |
|--------------------|--------------|-----------------|

**Attachment 1**  
**Applicant's Letter**

# SOUTH COAST PLAZA

January 17, 2008

RECEIVED  
CITY OF COSTA MESA  
DEVELOPMENT SERVICES DEPARTMENT

JAN 18 2008

Ms. Rebecca Robbins  
Assistant Planner  
City of Costa Mesa  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Re: Annual Development Agreement Review, DA-00-02

Dear Ms. Robbins,

Enclosed please find payment in the amount of \$1,280 for our application for annual review of the Segerstrom Town Center Development Agreement DA-00-02.

An application for a Specific Plan Amendment to the North Costa Mesa Specific Plan will soon be in the City's hands. This amendment will affect the obligations of South Coast Plaza under the Theater and Arts District (TAD) Plan. The amendment, which has been discussed with staff, will redirect some funds originally envisioned for crosswalk, banner and other streetscape enhancements to a significantly expanded signage program for the Theater and Arts District. A revised application for the TAD Planned Signage Program will be submitted for review at the same time as the Specific Plan Amendment application.

The terms of DA-00-02 obliged South Coast Plaza to spend \$1,000,000 in support of improvements identified in the TAD Plan. Two spending accounts in the amount of \$800,000 and \$200,000 respectively were established. The first fund, whose resources were allocated to the design and creation of the Arts Plaza near the Renée and Henry Segerstrom Concert Hall, has now been closed; all funds plus accumulated interest were expended for the designated purpose. The funds in the second account—principal plus accumulated interest—are to be redesignated to the expanded signage program mentioned above, subject to approval of that signage plan and North Costa Mesa Specific Plan Amendment that will modify the list of itemized expenditures on page 25 of the TAD Plan.

South Coast Plaza's other obligations under the Development Agreement either have been met or have not yet been triggered by associated development milestones.

Sincerely yours,

David Wilson

**Attachment 2**  
**Development Agreement**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Recorded in Official Records, County of Orange  
Gary Granville, Clerk-Recorder

NO FEE  
20010281648 10:00am 05/04/01  
117 27 A12 39  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

CITY OF COSTA MESA  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: CITY Clerk

(Space Above This Line For Recorder's Use)

This Development Agreement for Segerstrom Town Center Development Property is recorded at the request and for the benefit of the CITY of Costa Mesa and is exempt from the payment of a recording fee pursuant to Government Code § 6103

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CITY OF COSTA MESA

By: MARY T. ELLIOTT  
Its: Deputy City Clerk  
Dated: April 25, 2001

*Mary T. Elliott*

**DEVELOPMENT AGREEMENT FOR  
SEGERSTROM TOWN CENTER  
(DA-00-02)**

by and between

**CITY OF COSTA MESA**

and

**SOUTH COAST PLAZA, a California general partnership**



# **CITY OF COSTA MESA**

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

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DEVELOPMENT SERVICES DEPARTMENT

**FOR ATTACHMENTS NOT INCLUDED IN THIS REPORT,  
PLEASE CONTACT THE PLANNING DIV. AT (714)754-5245.**