



Placentia Planning Commission  
Agenda

Regular Meeting  
**July 9, 2013**  
**6:30 p.m.**

**Michael Ebenhoch**  
Chairman

**Christine Schaefer**  
Vice Chair

**Dana Hill**  
Commissioner

**Frank Perez**  
Commissioner

**Thomas Solomonson**  
Commissioner

**Vic Tomazic**  
Commissioner

**City of Placentia**  
401 E Chapman Avenue  
Placentia, CA 92870

**Phone: (714) 993-8124**  
**Fax: (714) 961-0283**  
**Website: [www.placentia.org](http://www.placentia.org)**

**Procedures for Addressing the Commission**

Any person who wishes to speak regarding an item on the agenda or on a subject within the Planning Commission's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the Commission Secretary BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the Commission Secretary BEFORE the item is called.

The Commission encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Commission discourages clapping, booing or shouts of approval or disagreement from the audience.

**PLEASE SILENCE CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMISSION IS IN SESSION.**

**Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility.  
(28 CFR 35.102.35.104 ADA Title II)

Copies of all agenda materials are available for public review in the Office of the City Clerk, City Planning Division Counter, Placentia Library Reference Desk and the internet at [www.placentia.org](http://www.placentia.org) under the Planning Commission page. Persons who have questions concerning any agenda item may call the City Planning Division at (714) 993-8124 to make inquiry concerning the nature of the item described on the agenda.

In compliance California Government Code Section 54957.5, any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room.

**City of Placentia  
City Council Chambers  
401 E. Chapman Avenue  
July 9, 2013**

**REGULAR MEETING**

6:30 p.m. – City Council Chambers

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**MEETING CALLED TO ORDER**

**ROLL CALL:** Chairman Ebenhoch  
Vice Chairman Schaefer  
Commissioner Hill  
Commissioner Perez  
Commissioner Solomonson  
Commissioner Tomazic

**PLEDGE OF ALLEGIANCE:**

**ORAL COMMUNICATIONS:**

At this time, the public is invited to address the Planning Commission concerning any items on the agenda, which are not public hearings, or other items under the jurisdiction of the Placentia Planning Commission

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**CONSENT CALENDAR:**

**1. Minutes**

Recommended Action: It is recommended that the Planning Commission:

- a. Approve the minutes of the June 11, 2013 Planning Commission Meeting

**PUBLIC HEARING**

**2. Applicant: Cypress Point Restaurants, LLC: Joe Rasic**

**Use Permit (UP) 2013-05:**

To permit the sale of alcoholic beverages (Type 41 On Sale Beer and Wine-Eating Place) for on-site consumption within a new +/- 3,860 square foot restaurant, called Craftsman Wood Fired Pizza and large outdoor seating area, located at 148 E. Yorba Linda Boulevard in the Town Center (T-C) District.

**Recommended Action:**

Adopt Resolution No. PC-2013-13 approving Use Permit (UP) 2013-05, subject to the Special Conditions of Approval and Standard Development Requirements set forth therein.

3. **Applicant: Courtni Laughlin**

**Use Permit (UP) 2013-06:**

To permit the operation of an educational facility for adults with developmental disabilities who are seeking self improvements, enhanced independence and potential future employment within a +/- 8,640 square foot commercial/industrial suite located at 300 E. Orangethorpe Avenue in the Commercial Manufacturing (C-M) District.

**Recommended Action:**

Adopt Resolution No. PC-2013-14 approving Use Permit (UP) 2013-06, subject to the Special Conditions of Approval and Standard Development Requirements set forth therein.

4. **Applicant: Lamar Advertising Company: Ray Baker**

**Development Agreement 2013-01:**

Consideration of recommending to the City Council a Development Agreement to permit the installation of up to five (5) outdoor advertising structures on City-owned property adjacent to State Highway Route 57.

**Recommended Action:**

Adopt Resolution No. PC-2013-15 recommending approval of Development Agreement 2013-01 to the City Council.

**NEW BUSINESS**

**DEVELOPMENT REPORT**

Development Project List

Review and consideration of live/work unit restrictions/development standards

**PLANNING COMMISSION REQUESTS**

Commission members may make requests or ask questions of staff. If a Commission member would like to have formal action taken on a requested matter, it will be placed on a future Commission Agenda.

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**ADJOURNMENT**

The Planning Commissioners ADJOURN to a Regular meeting on Tuesday, August 13, 2013 at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia.

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**CERTIFICATION OF POSTING**

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, hereby certify that the Agenda for the July 9, 2013 Regular meeting of the Planning Commission of the City of Placentia was posted on July 3, 2013.

Original Signed Document on File with Clerk

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Kenneth A. Domer

**PLACENTIA PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING**

June 11, 2013

The regular meeting of the Placentia Planning Commission of June 11, 2013 was called to order at 6:30 p.m. in the Community Room, 401 East Chapman Avenue, Placentia, by Chairman Ebenhoch.

**ROLL CALL:** Present: Michael Ebenhoch, Chairman  
Christine Schaefer, Vice Chair  
Dana Hill, Commissioner  
Frank Perez, Commissioner  
Vic Tomazic, Commissioner  
Tom Solomonson, Commissioner  
Commissioner (Vacant)

**PLEDGE OF ALLEGIANCE:** Led by Vice Chair Schaefer

Others Present: Ken Domer, Assistant City Administrator  
Andrew V. Arczynski, City Attorney  
Cathy Carranza, Clerical Aide

**ORAL COMMUNICATIONS:** The Chair invited the public to make oral comments on matters not on the agenda.

William Nettleship of 526 Pinehurst introduced himself. Mr. Nettleship has concern with the number of houses proposed to be built on the Schaner property. The original plans were for 50 homes and the latest plans are proposing to build 112 homes. He would like to see the zoning remain R1. Mr. Nettleship has concern with the condition of the South side of Morse. He states that the street is not up to code and that vehicle and pedestrian traffic are in danger.

Glen Casterline of 330 Pinehurst introduced himself. Mr. Casterline asked for clarification of the January study session. Mr. Casterline asked if this study session on the HQT project was public record. Commissioner Ebenhoch confirmed that yes it is public record.

- 1. Motion by Commissioner Perez, seconded by Commissioner Solomonson to APPROVE THE MINUTES of May 14, 2013. Passed by a 5-0-0-1 vote. Tomazic abstained.**

**Public Hearings:**

- 2. Applicant: City of Placentia**

**Amendment 2013-02:**

An Ordinance of the City Council of the City of Placentia adding Section 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on City-owned property.

Mr. Domer presented the staff report.

Commissioner Tomazic asked for clarification on who gets to advertise on these signs and what are the limits or qualifications. Mr. Arczynski, City Attorney, stated that a permit would be issued to a builder, and a development agreement would be set forth with the standards. He also stated that the State of California and the Federal Transportation administration regulate these signs.

Commissioner Hill asked if the signs will generate revenue for the City. Mr. Domer stated yes, we would be leasing City owned property. Mr. Hill asked if a study has been done on how many of these signs could be put up. Mr. Domer stated that a sign cannot be within 1000 feet of another sign. Mr. Domer stated that there is a potential of 4 or 5 signs. Mr. Hill asked if any signs will be in residential areas. Mr. Domer confirmed that there is some residential nearby and that these type of LED boards do not have the bright illumination as older lighted signs and will be situated in a way to minimize intrusion into the residential area.

Commissioner Perez asked for clarification on the height limit. Mr. Domer stated it would depend on the location of the sign with a defined overall height limit. Commissioner Perez asked in regards to City owned signs, how we would handle a developer asking to go as high as possible. Mr. Domer stated that would be through a development agreement.

Vice Chair Schaefer asked how much area the City controls. Mr. Domer stated the City controls some pocket parks that would be looked at. Vice Chair Schaefer asked for an example of the sign size. Mr. Domer stated the maximum size is 25 X 60'. Vice Chair Schaefer asked what the brightness of the lights would be. Mr. Domer stated that the LED signs do not put out a lot of brightness and that the signs are both regulated by industry standard and are adjustable based on the ambient light. Vice Chair Schaefer asked if the City is approaching this project primarily from a revenue standpoint. Mr. Domer stated while there is revenue for the City, that is not the only reason.

Chairman Ebenhoch asked for follow up on business owners wanting to advertise with LED signs. Mr. Domer stated that City Council is looking at electronic reader boards in the future. Chairman Ebenhoch asked if the City is able to use the electronic reader boards at school locations for Amber Alerts or emergency notifications. Mr. Domer stated that they are not City owned and not available.

Chairman Ebenhoch opened the public hearing.

No comments were received.

Chairman Ebenhoch closed the public hearing.

**Motion by Vice Chair Schaefer, seconded by Commissioner Tomazic TO ADOPT**

**RESOLUTION NO. PC 2013-12 making required findings; and recommend approval of Zoning Code Amendment 2013-02 to the City Council, and direct staff to prepare and transmit a report of the finding and recommendations of the Planning Commission to the City Council. SUBJECT TO THE SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SET FORTH THEREIN. Passed by a 5-1 vote (Hill opposed).**

## **NEW BUSINESS**

### **DEVELOPMENT REPORT**

#### Development Project List

Mr. Domer stated that he is working on updating the City Website's Planning Department section. He called out the new "Pending Development Projects" section that highlights the planning process as well as certain development projects, to include the Schaner Ranch development. The website address is [www.placentia.org/pendingprojects](http://www.placentia.org/pendingprojects). Mr. Domer also stated the City is moving forward with budget issues. There will not be a City Council meeting the first week in July.

Vice Chair Schaefer asked for an update on Sue Ann's restaurant. Mr. Domer stated they are operating under a temporary alcohol license and are dealing with ABC on getting their permanent alcohol license.

### **PLANNING COMMISSION REQUESTS:**

Commissioner Solomonson, seconded by Chairman Ebenhoch adjourned the Planning Commission meeting at 7:10 p.m. to the next regularly scheduled meeting on July 9, 2013 in the City Council Chambers at 401 East Chapman Avenue, Placentia.

Submitted by,

Kenneth A. Domer  
Assistant City Administrator



# Placentia Planning Commission

## Agenda Staff Report

<b>AGENDA ITEM NO.:</b> 2	<b>DATE:</b> July 9, 2013	<b>PUBLIC HEARING:</b> Yes
<b>APPLICATION:</b> Use Permit (UP) 2013-05		
<b>DESCRIPTION:</b> To permit the sale of alcoholic beverages (Type 41 On-Sale Beer and Wine – Eating Place) for on-site consumption within a new +/- 3,860 square foot restaurant called Craftsman Wood Fired Pizza and large outdoor seating area, located at 148 E. Yorba Linda Boulevard in the Town Center (T-C) District.		
<b>RELATED APPLICATIONS:</b> None		
<b>APPLICANT:</b> Cypress Point Restaurants, LLC: Joe Rasic		
<b>PROPERTY OWNER:</b> Inland Western Placentia, LLC		
<b>LOCATION:</b> 148 E. Yorba Linda Boulevard		
<b>CEQA DETERMINATION:</b> Categorically Exempt: Section 15061(b)(3)		
<b>ZONING:</b> Town Center (T-C)	<b>APN(S):</b> 339-181-06	
<b>GENERAL PLAN:</b> Commercial	<b>CITY COUNCIL ACTION REQUIRED:</b> No	
<b>PREPARED BY:</b> Monique B. Schwartz, Associate Planner		
<b>REVIEWED BY:</b> Ken Domer, Assistant City Administrator, Development Services		

### **REQUEST:**

To permit the sale of alcoholic beverages (Type 41 On-Sale Beer and Wine – Eating Place) for on-site consumption within a new +/- 3,860 square foot restaurant called Craftsman Wood Fired Pizza and large outdoor seating area, located at 148 E. Yorba Linda Boulevard in the Town Center (T-C) District.

### **INTRODUCTION:**

Although eating places are permitted uses by right within the Town Center (T-C) District, there are other uses that have special characteristics which have the potential to adversely affect adjoining businesses and/or property owners and are therefore subject to Use Permit review and approval.

Pursuant to Placentia Municipal Code §§ 23.27.040(3), Establishments that sell alcoholic beverages and 23.27.040(5) Large outdoor seating area per § 23.81.165 are permitted within the "T-C" District, subject to obtaining a use permit. A use permit is required to evaluate the potential impacts the proposed business may have on adjacent businesses and/or residences; impacts on existing parking, city services and concentrations of similar uses.

**RECOMMENDATION:**

City Planning Division is recommending approval of Use Permit (UP) 2013-05, subject to the attached recommended Special Conditions of Approval and Standard Development Requirements.

**DISCUSSION:**

Craftsman Wood Fired Pizza will be located within the Town Center I shopping center that is located at the southwest corner Kraemer Boulevard and Yorba Linda Boulevard. This shopping center is comprised of several parcels consisting of approximately 142,666 square feet of commercial/retail space and was built in the early 1970's. Businesses within this shopping center include: Arco Gas Station, The Whole Enchilada, Marie Calendar's, KC Nails, Avalon Bagels, CVS Pharmacy, Ross Dress For Less, Bank of America, Massage Envy, Courtesy 1 Hr. Cleaners, McDonald's, The Wok Experience, Beauty Avenue, Baskin Robbins, Marshall's, Tae Kwon Do, Don's Shoe Repair and Philly's Best.

**Subject Site and Surrounding Land Uses:**

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Commercial/Retail	"Commercial"	"T-C"
Proposed	Sale of Beer and Wine for On-Site Consumption at Craftsman Woodfired Pizza	"Commercial"	"T-C"
North	Yorba Linda Boulevard/Commercial- Retail	"Commercial"	"T-C"
South	Residential	"Medium Density Residential"	"R-G"
East	Commercial/Retail	"Commercial"	"T-C"
West	Bradford Avenue/City of Fullerton	----	----

**Operational Characteristics:**

Craftsman Wood Fired Pizza will be a full service, family operated restaurant establishment offering fresh handcrafted pizza, specialty sandwiches and salads in a casual Southern California family style atmosphere. The applicant is requesting approval to provide alcoholic beverages for on-site consumption within the restaurant and large outdoor seating area in order to compliment their food menu. They will be offering a unique selection of hand-crafted beers and California wines to complement any food selection.

There will be 6 full time and 30 part time employees. The general operations of the restaurant will be supervised by the applicant, Mr. Joe Rasic. This restaurant will not be offering food for delivery.

The restaurant will operate 7 days a week during the following hours:

Sunday through Wednesday: 11:00 a.m. to 10:00 p.m.  
 Thursday through Saturday: 10:00 a.m. to 12:00 a.m.

**Existing ABC Licenses Within One-Half (0.50) Mile Radius of the Subject Site:**

The Alcoholic Beverage Control (ABC) license that is being applied for by Craftsman Wood Fired Pizza is "Type 41 On-Sale Beer and Wine – Eating Place," which is an on-sale beer and wine license. Listed below are other businesses in Placentia within a one-half mile radius of the subject site that are permitted to sell alcoholic beverages for on and off-site consumption.

BUSINESS	ADDRESS	LICENSE TYPE
Marie Calendars *	126 E. Yorba Linda Boulevard	Type "47" On-Sale General for Bona Fide Public Eating Place
The Whole Enchilada *	106 E. Yorba Linda Boulevard	Type "47" On-Sale General for Bona Fide Public Eating Place
Rubios Restaurant	127 E. Yorba Linda Boulevard	Type "41" On-Sale Beer and Wine - Eating Place
Philly's Best *	198 E. Yorba Linda Boulevard	Type "41" On-Sale Beer and Wine - Eating Place
CVS Pharmacy #9747 *	150 E. Yorba Linda Boulevard	Type "21" Off-Sale General
Walgreens #09197	191 E. Yorba Linda Boulevard	Type "20" Off-Sale Beer and Wine
Saigon Noodle House	1486 N. Kraemer Boulevard	Type "41" On-Sale Beer and Wine - Eating Place
El Torito Restaurant	1474 N. Kraemer Boulevard	Type "47" On-Sale General for Bona Fide Public Eating Place
Sue Ann's	1450 N. Kraemer Boulevard	Type "41" On-Sale Beer and Wine - Eating Place
Orea Taverna	1390 N. Kraemer Boulevard	Type "47" On-Sale General for Bona Fide Public Eating Place
Maki Yaki	1490 N. Kraemer Boulevard	Type "41" On-Sale Beer and Wine - Eating Place

\*Restaurants located within Town Center I shopping center

The sale of beer and wine in conjunction with a lunch or dinner meal is common and can complement a dining experience. Denying Craftsman Wood Fired Pizza the opportunity to sell alcoholic beverages could put it at a disadvantage with other restaurants in the area that are currently licensed and permitted to sell alcoholic beverages. Philly's Best,

The Whole Enchilada and Marie Calendars are restaurants located within the Town Center I shopping center that are licensed to sell beer and wine for on site consumption. These restaurants provide direct competition to Craftsman Wood Fired Pizza.

The sale of alcoholic beverages in this restaurant will not be the primary attraction for patrons as in the case of bars and taverns. The sale of alcoholic beverages will be permitted only in conjunction with meals served for consumption on the premises and outdoor seating area. Craftsman Wood Fired Pizza will be required to serve meals during all hours of operation.

### **Public Convenience or Necessity**

As of January 1995, the State of California Legislature implemented Assembly Bill 2897 by amending the California Business and Professions Code (§ 23958) to require the ABC to deny an application for a liquor license "if issuance of that license would tend to create a law enforcement problem, or if the issuance would result in or add to an undue concentration of liquor licenses."

Undue concentration is defined as follows:

The premises of the proposed license is located in an area that has 20 percent more reported crimes than the average number of reported crimes for the City as a whole,

or

The premises of the proposed license is located in a census tract where the ratio of existing retail on-sale/retail off-sale licenses to population exceeds the ratio of retail on-sale/retail off-sale licenses to population in the County of the proposed premise.

The application for Craftsman Wood Fired Pizza was reviewed by the Placentia Police Department and it was determined that the business is not located in a high crime area and is believed not to create a law enforcement problem. The Special Enforcement Detail Supervisor had discussions with the applicant regarding his proposed business and Mr. Rasic demonstrated a good working knowledge and understanding of the parameters of having an ABC license and is willing to work with the City on any concerns that may arise in the future.

Based on the Department of Alcoholic Beverage Control (ABC) Census Tract information, the business is located within Census Tract 117.11, where only 8 licenses are permitted and 11 licenses have been issued. Because this tract already has an "undue concentration" of on-sale and off-sale ABC licenses pursuant to § 23958.4(a)(2) of the California Business and Professions (B&P) Code, ABC is required to deny issuance of an ABC license unless the applicant shows that public convenience or necessity would be served by issuance of the license. ABC typically relies on the findings of the local agency to support such a showing.

As previously defined, over-concentration means that the ratio of existing licenses to population within a Census tract exceeds the ratio of retail on-sale/retail off-sale licenses

to population in the County. In this case, Census Tract 117.11 extends west from Kraemer Boulevard to Placentia Avenue and includes the retail/commercial areas along Yorba Linda Boulevard in both Placentia and Fullerton. Along the Yorba Linda Boulevard corridor, the commercial/retail area is higher than the residential area and it is understandable that an over concentration of uses would occur. It is important to note that many ABC licenses in Census Tract 117.11 are located in the City of Fullerton, like Ralph's Grocery Store, Albertson's, Brian's Beer and Billiards, China Bistro and Vendome Liquor. The review by the Placentia Police Department takes this into consideration along with their knowledge of the locale and a review of the calls for service during the past 6 months when making a determination of whether another license will impact public safety. In this case, the Police Department has determined that the new license would not be a law enforcement problem.

City Staff believes that, subject to compliance with all Special Conditions of Approval and Standard Development Requirements of Use Permit (UP) 2013-05, the issuance of this Use Permit would not create a law enforcement problem. The Development Services Department and the Placentia Police Department have reviewed the request and are supporting the proposal. Staff recommends that the Commission adopt the findings in Resolution PC-2013-13 that public convenience or necessity would be served by issuance of an ABC license for the premises.

#### **Floor Plan:**

The submittal floor plan indicates that the interior tenant space is approximately 3,860 square feet and includes +/- 1,914 square feet of customer area and +/- 1,946 square feet of non customer area. There is a double door entry on the north side of the building and a separate door to the outdoor seating area, accessible from the restaurant. There is a secondary exit on the south side of the space. The dining area is located in the middle of the tenant space, adjacent to a bar seating area. The kitchen, food prep room, storage room and three restroom facilities are located towards the rear, or south side of the tenant space.

#### **Large Outdoor Seating Area:**

Pursuant to § 23.27.040(5) of the Placentia Municipal Code, a use permit is required for a large outdoor seating area or dining patio within the Town Center (T-C) District. Section 23.81.165 defines a large outdoor seating area to contain five (5) or more tables. Based on the submittal floor plan, the outdoor seating area measures approximately (+/- 291 square feet). The applicant wanted the flexibility of being able to accommodate at least 5 tables with 20 chairs. The outdoor seating area is located off of the main entrance to the restaurant and off of the sidewalk of the shopping center. It is currently enclosed with a +/- 36" high wrought iron fence and gate. Access to this area is only from within the restaurant. To ensure that the outdoor seating area maintains clear pathways for efficient internal circulation, a Special Condition of Approval is included to maintain a minimum of 36 inches between the outdoor tables and chairs.

### **Parking:**

The Town Center I Shopping Center is comprised of several parcels totaling approximately 142,666 square feet of commercial/retail space. A recent site inspection revealed that there are 661 existing parking spaces available for the shopping center and 571 spaces are required, pursuant to § 23.78.030 of the Placentia Municipal Code. There are a total of 90 surplus parking spaces. There are reciprocal parking agreements for all of the parcels that provides for the total available parking at this site. There is +/- 1,914 square feet of interior customer area and 291 square feet of exterior customer area within the outside eating area, totaling +/- 2,205 square feet. In addition, there is +/- 1,946 square feet of non customer area. Section 23.78.030(3) requires that this restaurant facility provide 42 parking spaces. It is not anticipated that with a surplus of 90 parking spaces within the shopping center and reciprocal parking agreements between all of the parcels within the center that the proposed sale of beer and wine within the new Craftsman Wood Fired Pizza restaurant and outdoor seating area will affect the existing available parking within this shopping center.

### **Compatibility:**

The proposed restaurant, outdoor seating area and the sale of alcoholic beverages is compatible with the adjacent business uses within this existing shopping center and in the surrounding area. This business will attract people to the center, which will in turn benefit all of the other existing businesses.

### **CEQA:**

The proposed Use Permit was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia, and staff recommends that the Planning Commission exercise its independent judgment and find that Use Permit (UP) 2011-16 is exempt from CEQA pursuant to State CEQA Guidelines § 15061(b)(3) as it pertains to a use where it can be seen with certainty that there is no possibility that the project will have a significant effect on the environment.

### **Actions:**

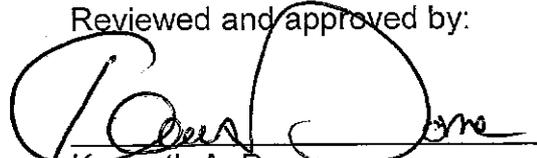
1. Adopt Resolution No. PC-2013-13.
2. Approve Use Permit (UP) 2013-05, subject to the attached Special Conditions of Approval and Standard Development Requirements.

Prepared and submitted by:



Monique B. Schwartz  
Associate Planner

Reviewed and approved by:



Kenneth A. Dorer  
Assistant City Administrator

**Attachments:**

- Attachment A: Special Conditions of Approval and Standard Development Requirements of Use Permit (UP) 2013-05  
Attachment B: Placentia Police Department Standard Development Requirements  
Attachment C: Orange County Fire Authority Special Conditions of Approval

**Exhibits:**

- Exhibit 1: Vicinity Map  
Exhibit 2: Site Plan  
Exhibit 3: Floor Plan  
Exhibit 4: Statement of Use

RESOLUTION NO. PC-2013-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2013-05 PERTAINING TO PROPERTY LOCATED AT 148 E. YORBA LINDA BOULEVARD AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

(i) Joe Rasic of Craftsman Wood Fired Pizza, applicant and Inland Western Placentia, LLC owner of the property located at 148 E. Yorba Linda Boulevard ("Applicant" hereinafter) heretofore filed an application for approval of Use Permit No. 2013-05, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application".

(ii) On July 9, 2013 this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements (Attachments "A, B and C"), this use complies with all applicable code requirements and development standards of the "T-C" Town Center District and (3) It is not anticipated that a Type 41 (On-Sale Beer and Wine-Eating Place) license and fenced outdoor seating area will generate any negative impacts on the adjacent neighborhood. All sales shall be conducted within an

enclosed building and fenced outdoor seating area, while maintaining an environment free from objectionable noise, odor, or other nuisances, subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Commercial", and the proposed use does not involve any change in the land use of the subject site. Establishments that sell alcoholic beverages for on site consumption and outdoor seating areas are permitted uses in the Town Center (T-C) District, subject to Use Permit approval.

c. The proposed use, activity or improvements, subject to the attached Special Conditions of Approval and Standard Development Requirements (Attachments A, B and C), is consistent with the provisions of the Zoning Ordinance, or regulations applicable to the property. The proposed uses (sale of alcoholic beverages within the restaurant and outdoor seating area and the large outdoor seating area are conditionally permitted uses in the "T-C" Town Center District in the City of Placentia. Approval of the Use Permit would be consistent with the zoning as the site can accommodate the proposed uses, and since other similar uses have been conditionally permitted within the "T-C" Town Center District.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachments "A, B and C" contain Special Conditions of Approval and Standard Development Requirements specific to Use Permit 2013-05 to ensure compliance with the Placentia Municipal Code.

e. Public convenience or necessity would be served by the issuance of an ABC license for the premises based upon the following:

(1). The facility will be limited to a Type 41 (On Sale Beer and Wine - Eating Place) license. No distilled spirits will be sold and no minors will be permitted to purchase alcoholic beverages;

(2). Craftsman Wood Fired Pizza is a new restaurant facility and the sale of beer and wine is not anticipated to be the source of nuisance behavior associated with excessive consumption of alcoholic beverages as with bars or taverns. The proposed facility will be a family style restaurant that will

serve beer and wine in conjunction with meals to compliment their menu items.

(3). The ability of Craftsman Wood Fired Pizza to sell beer and wine in conjunction with the service of food will allow them to compete with all other restaurant facilities that are licensed to sell alcoholic beverages within this shopping center. The sale of alcoholic beverages will enable customers to enjoy specialty beers and wines with their meals within the restaurant or within the outdoor seating area.

(4). The proposed availability of beer and wine with the service of food in a restaurant setting is a service expected by the public;

(5). Subject to compliance with all Special Conditions of Approval and Standard Development Requirements as approved by the Planning Commission through Resolution PC-2013-13 and Use Permit 2013-05, the Placentia Police Department does not believe that this use permit issuance will create a law enforcement problem. Craftsman Wood Fired Pizza is not located within a high crime reporting district. The Development Services Department and the Placentia Police Department are supportive of this proposal.

3. Based upon the environmental review of the project, the Planning Commission finds that Use Permit (UP) 2013-05 is exempt from CEQA pursuant State CEQA Guidelines § 15061(b)(3) as it pertains to a matter which can be seen with certainty that there is no possibility that Use Permit (UP) 2013-05 will have a significant effect on the environment.

4. The Planning Commission hereby directs that, upon approval of Use Permit 2013-05, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2013-05 as modified herein, and specifically subject to the conditions set forth in Attachments "A, B and C" attached hereto and by this reference incorporated herein.

6. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 9th day of July, 2013.

---

Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

---

Secretary to the Planning Commission

APPROVED AS TO FORM

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

**Attachment "A"**  
**Special Conditions of Approval and Standard Development Requirements for  
Use Permit (UP) 2013-05**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE USE PERMIT TO CONTINUE IN GOOD STANDING.**

**CITY PLANNING DIVISION:**

1. Use Permit (UP) 2013-05 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void.
2. Use Permit (UP) 2013-05 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
5. Prior to any changes in the days and hours of operation of Craftsman Wood Fired Pizza, the applicant shall obtain written approval from the Director of Development

Services or his/her designee. The following are the specified days and hours of operation as requested by the applicant:

Sunday through Wednesday: 11:00 a.m. to 10:00 p.m.

Thursday through Saturday: 10:00 a.m. to 12:00 a.m.

6. Any modifications to the approved floor plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director may determine if such modifications require approval by the Placentia Planning Commission.
7. Prior to any modification of the floor plan that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
8. If at any time in the future, the Director of Development Services determines that a parking/circulation study is necessary to address parking and/or circulation issues relative to the use, the applicant and/or current business owner, shall be responsible for the cost of a parking and/or circulation study prepared by a consultant selected by the City. The applicant and/or current business owner shall also be responsible for the implementation costs of any mitigation measures deemed appropriate by the City based upon the findings of this study.
9. At all times when the establishment is open for business, the sale of alcoholic beverages shall be conducted entirely within the building and within the enclosed large outdoor seating area.
10. Outside displays are not permitted at any time.
11. There shall be no deliveries to or from the premises before 6:00 a.m. or after 10:00 p.m. Monday through Friday, Saturdays from 8:00 a.m. to 10:00 p.m. and no deliveries on Sundays.
12. All rear doors shall be kept closed at all times, except to permit deliveries, employee ingress and egress, and in emergencies.
13. Litter shall be removed daily from the premises, including adjacent public sidewalks, and from all parking areas under the control of the licensee. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
14. All trash bins shall be kept inside trash enclosures, and gates closed at all times, except during disposal and pick-up. Trash pick-up shall be done at least three (3) times a week.
15. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.

16. The applicant shall comply with Chapter 8.34 if the Placentia Municipal Code regarding the posting of alcoholic beverage warning signs.

17. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation.

Prior to issuance of a building permit, the applicant shall submit a sign plan for the design of all proposed signage on the site for review and approval by the Director of Development Services or his/her designee. The sign plan shall comply with the criteria and requirements set forth in Chapter 23.90, Signs-Advertising Structures, of the Placentia Municipal Code.

All portable signs are prohibited and shall be removed from the site.

Pursuant to Section 23.90.180(9), the total area occupied by window signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed. If more than 25 percent exists, the applicant shall remove the excess signage prior to the sale of alcoholic beverages.

18. This establishment shall be operated as a restaurant facility only. All activities shall be conducted within this enclosed tenant space and fenced outdoor seating area, while maintaining an environment free from objectionable noise, odor or other nuisances.

19. The applicant/business owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 48 hours of defacement and/or upon notification by the City.

20. The applicant/business owner shall obtain approval of a Building and Zoning Compliance Application and shall obtain a valid City Business License prior to operating the business.

21. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Placentia Development Services Director and the Police Department's Administrative Lieutenant at least 14 days in advance.

22. The sale and service of alcoholic beverages shall be in compliance with all local, state and federal laws, and all conditions of the Department of Alcoholic Beverage Control (ABC) for the issuance of a "Type 41" On Sale Beer and Wine - Eating Place shall be applicable.

23. Operator of the restaurant shall not sell alcoholic beverages at the premises until after the ABC approves and issues a license. A copy of the approved ABC license shall be transmitted to the City Planning Division upon receipt of it.

24. This use permit may be reviewed at the discretion of the Director of Development Services in order to determine if the business is operating in compliance with all required Special Conditions of Approval and Standard Development Requirements.
25. The outdoor seating area shall consist of removable furniture such as chairs, tables, umbrellas, portable heaters, benches and trash receptacles.
26. Clear pathways for efficient internal circulation shall be maintained at a minimum of 36 inches between the indoor and outdoor tables and chairs.
27. Lighting shall be provided to illuminate the outdoor seating area as specified in the Placentia Police Department Standard Development Requirements for Security.
28. The outdoor seating area shall be enclosed with a minimum +/- 36" high fence, to delineate the dining area and operating procedures shall be in place to ensure that no alcohol is passed beyond these perimeter boundaries.
29. The outdoor seating area shall remain litter-free, clean and in sanitary condition at all times.
30. No live entertainment, i.e. dancing, karaoke, live music, sport bar or disc-jockey entertainment, etc, including amplified music shall be permitted on the premises or outdoor seating area without a valid Entertainment Permit approved by the Police Chief and Director of Development Services.

**CITY BUILDING DIVISION:**

31. The applicant shall obtain all necessary approvals from the City prior to constructing any tenant improvements. The plans for the tenant improvement shall be prepared by a California-licensed architect or engineer.
32. All contractors and sub-contractors shall obtain a city business license. Applicant and/or contractor shall request a standard sub-contractor form from the City Building Division prior to issuance of a building permit. This standard form shall be completed and submitted to the City Business License Division prior to the issuance of any building permits.
33. Existing and new restroom facilities shall be in compliance with Title 24 Access Regulations.
34. Applicant shall obtain approvals from Orange County Health Department and Orange County Fire Authority prior to building permit issuance.

35. Applicant shall provide exit signs for front and back exit doors with exit signs on top. Applicant shall also post a maximum occupant load sign pursuant to the 2010 California Building Code.
36. Two (2) exits shall be provided in compliance with the 2010 California Building Code.
37. Restaurant shall be equipped with grease interceptor system.

**CITY POLICE DEPARTMENT:**

38. The establishment shall remain in compliance with Placentia Police Department Standard Development Requirements for security (See Attachment B).
39. Applicant/business owner of Craftsman Wood Fired Pizza shall be in compliance with all Alcoholic Beverage Control requirements.
40. This Use Permit shall be reviewed one (1) year from the date of approval and each year thereafter as necessary. The review shall be conducted jointly by the Development Services Director and Police Chief or designee. The purpose of this review shall be to identify uniquely adverse issues such as loitering, vandalism, criminal activity, noise, or nuisance resulting from the Use Permit. If such issues are identified, the Use Permit shall be presented to the Planning Commission for their consideration of conditions, modifications, or revocation.
41. The activity level of the business shall be monitored by the Special Enforcement Detail to establish the level of police services used for the business. Should the level of police services demonstrate that the applicant has not controlled excessive or unnecessary activity resulting in high use of police services, or that the applicant has failed to comply with enforcement or application of measures related to curfew and truancy, then this use permit shall be reviewed for consideration of further conditions, modifications, or revocation.
42. Sales of alcoholic beverages shall be permitted only between the hours of 11:00 a.m. to 10:00 p.m. Sunday through Wednesday, and between the hours of 10:00 a.m. and 12:00 a.m., Thursday through Saturday.
43. At all times when the premise is open for business, the sale and service of alcoholic beverages shall be made only in conjunction with the sale and service of food.
44. There shall be no bar or lounge area upon the licensed premises maintained solely for the purpose of sale, service, or consumption of alcoholic beverages directly to patrons for consumption.

45. Food service, with an available menu, shall be made available until closing time on each day of operation.
46. The premises shall be maintained as a bona fide restaurant and shall provide a menu containing an assortment of foods normally offered in such restaurants.
47. The subject alcoholic beverage license shall not be exchanged for another public type premises type license.
48. Alcoholic beverages shall be sold and served in containers, which are distinguishable from other non-alcoholic beverages sold at the premises.
49. The sale of beer and wine for consumption off the premises is prohibited.
50. No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the license.
51. Signs shall be posted at all exits of the premises, which prohibit alcoholic beverages from leaving the confines of the premises and outdoor seating area.
52. If approved, the outside patio, where alcohol consumption will be permitted shall have signs posted which prohibit alcoholic beverages from leaving the confines of the enclosed outdoor patio area.
53. No alcoholic beverages shall be sold from any temporary locations on the premises such as ice tubs, barrels, or any other containers.
54. There shall be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages, which are clearly visible to the exterior, shall constitute a violation of this condition.
55. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food and meals during the same time period. The licensee shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available upon request.
56. There shall be no pool tables or coin-operated games maintained upon the premises at any time, except as allowed through a use permit process.
57. There shall be no live entertainment (including Karaoke), amplified music, or dancing permitted on the premises at any time.

58. The use of any amplifying system, outdoor sound system, loudspeakers, paging system, or any other such device is prohibited on the licensed premises.
59. At no time shall there be a fee for entrance/admittance into the premises.
60. There shall be no fixed hours or "Happy Hours" when alcoholic beverages are offered at a reduced rate.
61. Clearly distinguishable height markers on the interior side of the door jamb, or on the interior edge of a pair of doors of all doors used by the public to access the store. Horizontal marks, one inch wide by three inches long, in different colors, and in a contrasting color to the background, shall be placed every six inches beginning at 5'-0" and ending at 6'-6". A standard marking system used by the applicant may be substituted subject to review and approval by the police department.
62. A Closed Circuit Television System capable of viewing and recording events inside the premises shall be installed.
63. A company person, who can operate the camera recorder and obtain video footage/pictures from the recorder, must be able to respond to the store within 30 minutes of an event where the Police Department needs access to the recorded cameras for investigative purposes.
64. The petitioner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which he/she has control.
65. Graffiti shall be removed from the exterior walls and windows of the premises within 48 hours of discovery.
66. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.
67. Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonable illuminate the window area of nearby residences.
68. There shall be no special promotional events held on the property/premises, unless a written request for such is received and approved by the City of Placentia Development Services Director and the Police Department's Administrative Services Lieutenant at least one week in advance.

69. All employees of the petitioner who sell or serve alcoholic beverage products shall be required to complete a training program in alcoholic beverage compliance, crime prevention techniques, and the handling of violence. The applicant must provide the City of Placentia Police Department, Administrative Services Lieutenant a copy of completed Alcohol Management Program (AMP), and a certificate of completion from an ABC LEAD program within six months of the premises being licensed to sell alcohol.

**ORANGE COUNTY FIRE AUTHORITY:**

70. Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) (See Attachment C).

**Attachment "B"**  
**Placentia Police Department Standard Development Requirements**

# PLACENTIA POLICE DEPARTMENT



**APPLICATION:** Use Permit 2013-05  
**APPLICANT:** Craftsman Wood Fired Pizza  
**LOCATION:** 148 E. Yorba Linda Boulevard

## **COMMERCIAL & INDUSTRIAL SECURITY STANDARD DEVELOPMENT REQUIREMENTS**

*The following standards shall be required for all commercial/industrial developments when applicable. No modifications shall be made without the approval of the Chief of Police.*

### **EXTERIOR DOORS**

#### **Sliding Doors:**

Sliding glass doors shall be of tempered glass with locking bolt that grips door and frame together and prevents the door from being pried in an upward direction. The strike area shall be reinforced to prevent prying and disengagement of the locking bolt. Anti-lift out device(s) shall be installed in the upper channel above the moving panel to prevent raising and removal from the tract while in the closed position.

#### **Other Doors:**

Wood doors and aluminum stile doors shall be used only as front entry doors. *ALL OTHER DOORS SHALL BE METAL.*

Wood doors shall be of solid core construction with the minimum thickness of one and three-fourths (1  $\frac{3}{4}$ ) inches. Wood panel doors with panels less than one (1) inch thick shall be covered on the inside with a minimum sixteen (16) U.S. gauge sheet steel, or its equivalent, which is to be attached with screws on minimum six (6) inch centers.

Metal doors shall be of a minimum sixteen (16) U.S. gauge and have sufficient reinforcement to maintain the designed thickness of the door when any locking device is installed. Such reinforcement shall restrict collapsing of the door around any locking device. Metal jambs shall be used.

Doors with glass panels and/or glass within thirty-six (36) inches of locking mechanism shall be fully tempered glass or rated burglary resistant material.

Door stops on wooden jambs for in-swinging door shall be of one piece construction with the jamb. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

All swinging exterior wood and steel doors shall be equipped as follows:

Single doors: equipped with "single unit" containing door knob and single cylinder deadbolt. (Single turn of the knob also retracts the locked deadbolt.) Deadbolt must have one (1) inch throw and exterior case hardened, rotating steel cylinder guard.

Or:

**(Exterior Doors, Continued...)**

Equipped with single or double cylinder deadbolt in which no other device is located in the area where door hardware is installed. If double cylinder deadbolt is used, the inside key operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "opened."

In either case, a sign must also be displayed above the front door indicating that the front door is to remain "unlocked" during business hours. Letter size to be minimum one (1) inch in size on contrasting background.

Aluminum stile, single door: equipped with a double cylinder, minimum one and one-half (1½) inch upswing or one (1) inch slide deadbolt and exterior case hardened, rotating steel cylinder guard and minimum of five (5) pin tumblers. The inside key-operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "open." A sign must also be displayed above the door indicating that the door is to remain "unlocked" during business hours. Letter size to be minimum of one (1) inch in height on contrasting background.

The inactive leaf of all double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Strike area for metal or aluminum framed doors must be constructed or protected to prevent violation of strike area.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to prevent removal of the door from the exterior by removing the hinge pins.

Panic hardware, whenever required by the Uniform Building Code or Title 19, California Administrative Code, shall be installed as follows:

- (1) Panic hardware shall contain a minimum of two (2) locking points on each door; or
- (2) On single doors, panic hardware may have one locking point which is not to be located at either the top or bottom rails of the door frame. The door shall have an astragal constructed of steel .125 thick which shall be attached with non-removable bolts to the outside of the door. The astragal shall extend a minimum of six (6) inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached.
- (3) Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point which will close the opening between them, but not interfere with the operation of either door.

Deadbolt locks shall not be used on doors that are required to have panic hardware.

Overhead or sliding doors shall be secured on the inside by minimum one-half (1/2) inch slide bolt(s) protruding at least one (1) inch into the door frame at floor; or secured on outside by a case hardened or minimum ten (10) gauge steel construction slide bolt using a padlock having a hardened steel shackle locking both at heel and toe with a minimum five (5) pin tumbler operation. Locking bar or bolt to extend through the receiving guide minimum of one (1) inch.

Doors exceeding ten (10) feet in width shall have two locking points on opposite sides.

### WINDOWS

No louvered windows shall be used.

Windows and/or transoms having a pane exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected in the following manner:

- (1) Fully tempered glass or burglary resistant material\*; or
- (2) Inside or outside iron bars of at least one-half (1/2) inch round or one by one-quarter (1 x ¼) inch flat steel material, spaced not more than five (5) inches apart and securely fastened with non-removable bolts; or
- (3) Inside or outside iron or steel grills of at least twelve (12) gauge material with not more than a two (2) inch mesh and securely fastened with non-removable bolt.

The protective bars or grills shall be able to be opened if such windows are required to be opened by the Uniform Building Code.

### ROOF OPENINGS

Skylights shall be fully tempered glass or rated burglary resistant material\*; or

- (1) Protected by iron bars at least one-half (1/2) inch round material spaced not more than five (5) inches apart; or
- (2) Steel grill at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted under the skylight.

Ventilator skylights with side openings exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected as in (1) or (2) above.

Air ducts or vents exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches on roof or exterior walls shall be covered by iron or steel bars of at least one-half (1/2) inch material spaced not more than five (5) inches apart; or steel grills of at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted.

### HATCHWAYS

Hatchways on the roof, if not of metal construction, shall be covered on the inside with sixteen (16) gauge sheet metal, or its equivalent, and secured from the inside with a slide bar or slide bolt. Outside hinges shall be equipped with non-removable hinge pins.

### LADDERS

Ladders leading to the roof shall do so from the interior of the building.

## **BURGLARY RESISTANT MATERIAL**

- (1) Products intended for use shall be permanently labeled as such.
- (2) Materials used shall meet UL 972 Standards for Safety Burglary Resistant Glazing Materials.
- (3) Only materials approved by ICBO shall be used.

## **ADDRESS**

The address number shall be mounted near the front entry of each building or other conspicuous location and be no less than six (6) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers, no less than six (6) inches high shall be displayed on the rear of the building.

Numerals of the street address shall be displayed on the uppermost roof, in luminous paint or other material capable of being read from the air. Minimum numeral size shall be twenty-four (24) inches. The building designation, if within a complex (such as "A" or "B" etc) shall accompany displayed street address.

## **EXTERIOR LIGHTING**

Exterior lighting of an intensity of at least twenty-five hundredths (.25) foot-candles shall be provided adjacent to doors and windows. Exterior bulbs shall be protected by polycarbonate or other weather and vandal resistant globe or cover. Light(s) shall be operated during hours of darkness through either photovoltaic sensors or appropriate timers.

Parking lots for use by the general public and/or employees shall be provided with exterior lighting of an intensity of at least one (1) foot-candle of light on the parking surface and operated from dusk until at least one-half (1/2) hour after the termination of business.

**Attachment "C"**  
**Orange County Fire Authority (OCFA) Special Conditions of Approval**



# ORANGE COUNTY FIRE AUTHORITY

Fire Prevention Department

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Planning and Development Services • [www.ocfa.org](http://www.ocfa.org) • (714) 573-6100 / Fax (714) 368-8843

Date: June 12, 2013

To: City of Placentia Department of Development Services  
Attention: Monique Schwartz, Project Manager

From: Lynne Pivaroff, Fire Prevention Analyst

Subject: **OCFA Service Request SR #188550, City Reference #UP 2013-05**  
**148 E. Yorba Linda Blvd., Placentia**  
**Service Code: PR105 Site Development Review/CUP**

The OCFA has reviewed the proposed project and there do not appear to be any significant issues associated with this proposal that would prevent further submittals to the OCFA should the city approve the CUP. Please provide the conditions listed below on the resolution issued to the applicant.

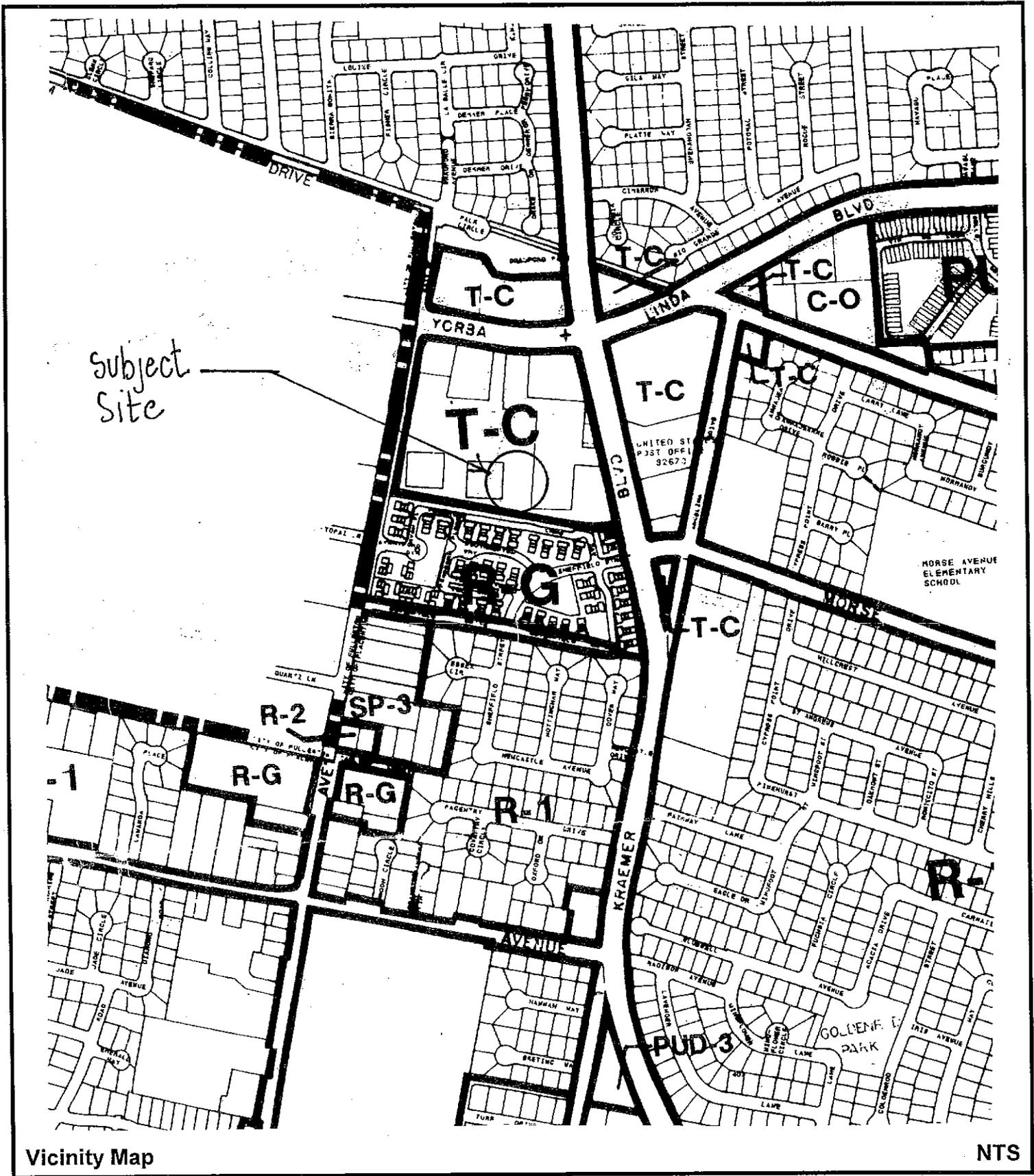
## CONDITIONS OF APPROVAL

Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

### *Prior to issuance of a building permit:*

- Architectural (service codes PR200-PR285), when required by the OCFA "Plan Submittal Criteria Form"

If you need additional information or clarification, please contact me by phone at (714) 573-6133, by fax at (714) 368-8843, or by email: [lynnepivaroff@ocfa.org](mailto:lynnepivaroff@ocfa.org).



Vicinity Map

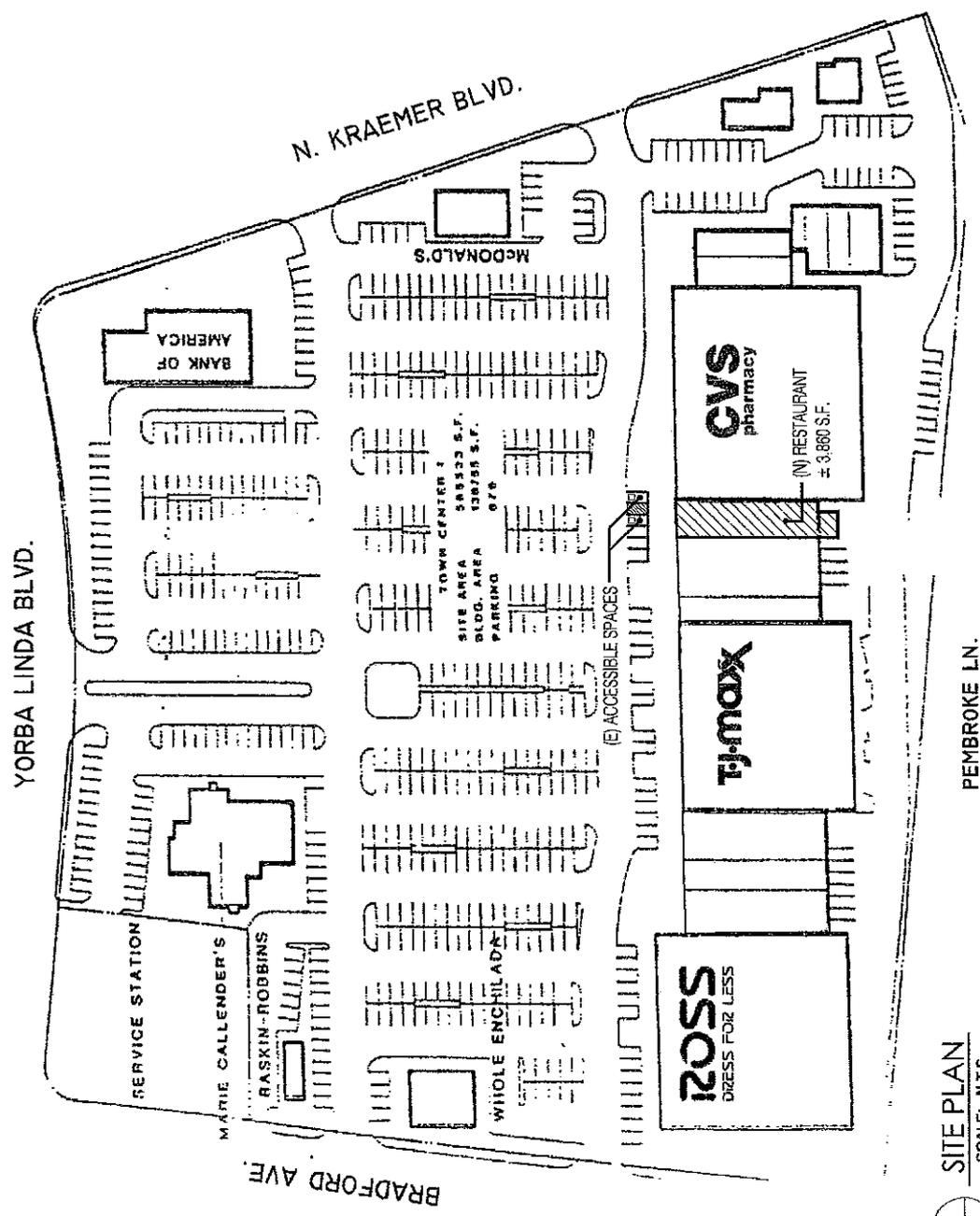
NTS



PLANNING DIVISION REPORT  
 UP 2013-05  
 Exhibit 1



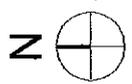
**VICINITY PLAN**  
SCALE: N.T.S.



EXTENT OF TENANT  
IMPROVEMENT SCOPE  
OF WORK

JOB # A-130343  
LAYOUT VERSION 1.0  
DATE: 04/05/2013

**SITE PLAN**  
SCALE: N.T.S.



Sheet No. **A.1**

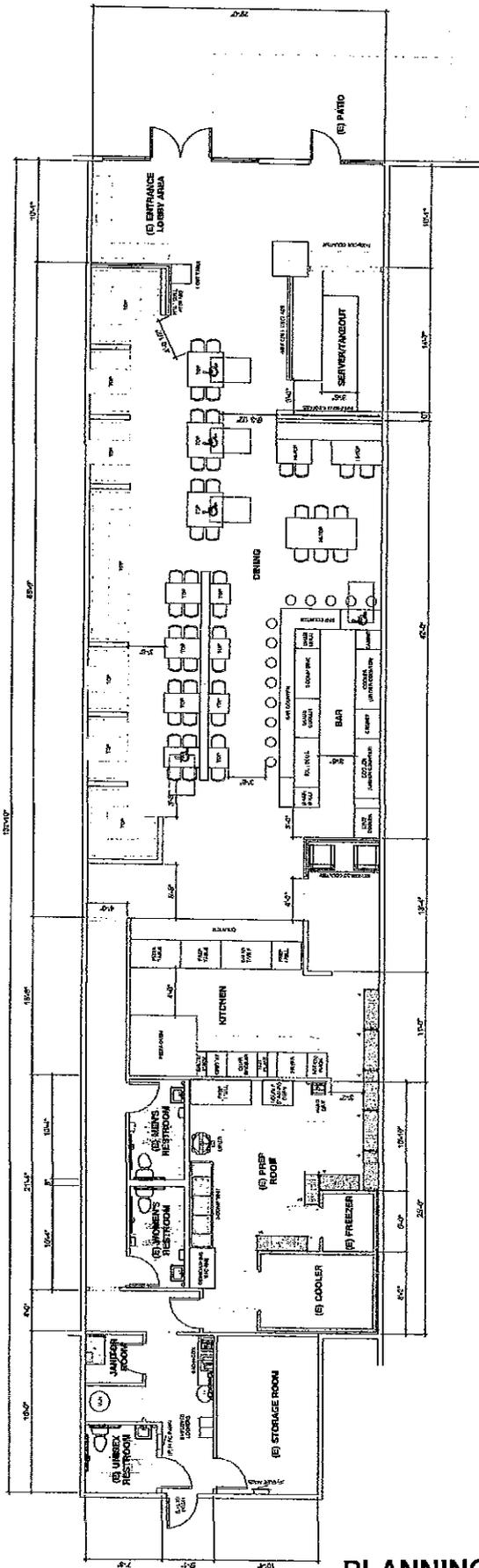
**PLUMPGROUP**  
ARCHITECTURE & ENGINEERING  
A Division of Plume Engineering, Inc.  
1015 KATELLA AVENUE, ANAHEIM, CA 92805  
P (714) 355-1935 F (714) 933-1334  
www.plumpgroup.com

**CRAFTSMAN WOODFIRED PIZZA**  
**EXISTING SITE PLAN**  
138 E. YORBA LINDA AVE.  
PLACENTIA, CA

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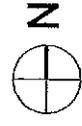


**PLANNING DIVISION REPORT**  
APPLICATION: UP 2013-05  
EXHIBIT: 2  
PAGE        OF 1  
DATE: 7-9-13



SPACE AREA: ± 3,860 S.F. Dining 1914 SF, Kitchen 1946 SF

**CONCEPTUAL FIXTURE PLAN**  
SCALE: 3/32" = 1'-0"



SEATING:	= 40
BENCH	= 36
TOPS	= 13
HI-TOPS	= 10
BAR COUNTER	= 10
<b>TOTAL</b>	<b>= 99 SEATS</b>

PLANNING DIVISION REPORT  
 APPLICATION: UP 2013-05  
 EXHIBIT: 3  
 PAGE 1 OF 1  
 DATE: 7-9-13

JOB # A.130343  
 LAYOUT VERSION 1.0  
 DATE: 04/08/2013

**CRAFTSMAN WOODFIRED PIZZA**  
**CONCEPTUAL FIXTURE PLAN**  
 138 E. YORBA LINDA AVE.  
 PLACENTIA, CA

Sheet No. **A.2**

**PLUMPGROUP**  
 ARCHITECTURE & ENGINEERING

314 E. ORANGE AVENUE, ANAHEIM, CA 92805  
 P (714) 301-3933  
 www.plumpgroup.com

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# CRAFTSMAN

WOOD FIRED PIZZA

UP 2013-05

## Statement of Use

- ❖ Craftsman was created from the experience of three generations of restaurateurs. Utilizing the experiences and lessons taught from 80 years in the industry, Craftsman was created to appeal to several markets therefore creating a sustainable environment for success. Food, service, value and location are the key components to the success of any restaurant. The concept will offer fresh quality products in a family friendly environment. The concept is based upon a "laid back" So Cal-style atmosphere serving high quality food and other specialties using only the finest ingredients. Accompany your meal with craft beers and California wines while enjoying the day, or perhaps watching a game on one of our flat screen TV's. The patio will offer a relaxing option for those that may want to enjoy an outdoor experience.
- ❖ The proprietors are twenty year residents of Placentia and Yorba Linda and have been involved in several aspects of community involvement including twenty one years of employment at Golden Elementary, involvement in PTA at Golden, Kraemer and Tuffree middle schools. The family will have a graduate of El Dorado in June of 2013 and Valencia in 2017. The proprietors attend St. Joseph's church and have volunteered time in a multitude of events including Placentia Pony Baseball, Swim Team of Placentia, Kraemer Middle School band and Yorba Linda High School. To sum it up, we are your neighbors.
- ❖ Two main uses that we would like to have considered are the addition of a beer and wine license as well as the use of the patio. In order to offer our guests a complete dining experience, we would like to add a type-41 license that would also compliment our food options. In order for full-service restaurants to remain competitive and profitable, sales from beverage options are critical. We look to provide mainly craft-style beers brewed in Southern California along with wines from California. The location currently has an enclosed patio area from the prior establishment and would like to offer an option to enjoy food and beverage outside. Again, profitable restaurants need several revenue streams and the patio would offer an additional area from which to capture sales. We would retain the current dimensions and seating capacity as well, but would enhance the area with potted landscape as well as speakers for music.
- ❖ Hours of operation- Sunday through Wednesday 11 AM to 10 PM. Thursday through Saturday 10 AM to 12 AM.
- ❖ Full time employees- 6. Part time employees- 30.
- ❖ One company owned vehicle. Used to transport product and equipment. No delivery.

### PLANNING DIVISION REPORT

APPLICATION: UP 2013-05

EXHIBIT: 4

PAGE 1 OF 2

DATE: 7-9-13

# CRAFTSMAN

WOOD FIRED PIZZA

## ❖ Equipment

- Pizza oven w/hood
- Convection oven w/hood
- Char-grill
- Flat grill
- Fryer
- Dough mixer
- Slicer
- Potato cutter
- 2 walk-in coolers
- 1 roll-in cooler.
- 2 cold toppings tables
- 2 hot warmers
- 2 bar coolers
- 1 glass coolers
- 1 beer/wine cooler
- Draft system for beer
- Soda system
- Dish machine
- Coffee maker
- Warming unit for takeout food
- Cooler unit for takeout food
- Grease trap
- Ventilation hoods
- 3 compartment sink
- 2 hand sinks

  
\_\_\_\_\_  
Joe Rasic, Owner

PLANNING DIVISION REPORT  
APPLICATION: UP 2013-05  
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DATE: 7-9-13



# Placentia Planning Commission Agenda Staff Report

<b>AGENDA ITEM NO.:</b> 3	<b>DATE:</b> July 9, 2013	<b>PUBLIC HEARING:</b> Yes
<b>APPLICATION(S):</b> Use Permit (UP) 2013-06		
<b>DESCRIPTION:</b> To permit the operation of an educational facility for adults with developmental disabilities within a +/- 8,640 square foot commercial/industrial suite located at 300 E. Orangethorpe Avenue in the Commercial-Manufacturing (C-M) District.		
<b>RELATED APPLICATIONS:</b> N/A		
<b>APPLICANT:</b> Courtni Laughlin		
<b>PROPERTY OWNER:</b> Dr. Harold Cozen		
<b>LOCATION:</b> 300 E. Orangethorpe Avenue		
<b>CEQA DETERMINATION:</b> Categorically Exempt: § 15301		
<b>ZONING:</b> Commercial Manufacturing (C-M)		<b>APN(S):</b> 344-191-09
<b>GENERAL PLAN:</b> Commercial-Manufacturing	<b>CITY COUNCIL ACTION REQUIRED:</b> No	
<b>PREPARED BY:</b> Kenneth A. Domer, Assistant City Administrator, Development Services		
<b>REVIEWED BY:</b> Monique B. Schwartz, Associate Planner		

## **REQUEST:**

To permit the operation of an educational facility for adults with developmental disabilities who are seeking self improvement, enhanced independence and potential future employment within a +/- 8,640 square foot commercial/industrial suite located at 300 E. Orangethorpe Avenue in the Commercial-Manufacturing (C-M) District.

## **RECOMMENDATION:**

City Planning Division is recommending the Planning Commission conduct a Public Hearing, receive testimony for and against the proposed use, and upon conclusion make findings regarding Use Permit (UP) 2013-06. If for Approval, the findings shall be subject to the attached recommended Special Conditions of Approval and Standard Development Requirements.

## **BACKGROUND:**

No Limits Learning Center is a proposed educational center for adults with developmental disabilities. The establishment will provide educational opportunities to people with development disabilities by delivering a wide spectrum of specialized programs and services to include, but not be limited to: dance & music, daily life skills, health and fitness, art, sign language, sexuality and body image, and sensory activities.

Adults with developmental disabilities are a diverse group in terms of lifestyles, ages, personalities, support, living conditions, and medical conditions. According to the State

of California, Department of Development Services, the term developmental disability refers to a severe and chronic disability that is attributable to a mental or physical impairment that begins before an individual reaches adulthood. These disabilities include intellectual disability, cerebral palsy, epilepsy, autism, and disabling conditions closely related to intellectual disability or requiring similar treatment. Generally, those eligible for services are persons who have a disability that began before the person's 18th birthday, and such disability is expected to continue indefinitely and present a substantial disability. Determinations are made by Regional Centers, which are nonprofit private corporations that contract with the Department of Developmental Services to provide or coordinate services and support for individuals with developmental disabilities.

In the overall delivery of services for the developmentally disabled, there are several providers and levels of type of services. Those services range from those providing services for newborns up to age 36 months old, to multiple programs include community care facilities, work services programs, in-home programs, intermediate care facilities, developmental centers and self-directed services programs.

No Limits Learning Center is categorized as a day program. Day programs are community-based programs for individuals served by a regional center, in this case the Orange County Regional Center. Day programs are available when those services offered are included in that person's Individual Program Plan (IPP). According to the Department of Developmental Services, an IPP assists persons with developmental disabilities and their families to build their capacities and capabilities. The planning effort is not a single event or meeting, but a series of discussions or interactions among a team of people including the person with a developmental disability, their family (when appropriate), regional center representative(s) and others. As part of the planning process, this team assists the individual in developing a description that includes: a preferred place to live, favorite people with whom to socialize, and preferred types of daily activities, including preferred jobs. This description is called a preferred future, and is based on the individual's strengths, capabilities, preferences, lifestyle and cultural background. The planning team decides what needs to be done, by whom, when, and how, if the individual is to begin (or continue) working toward the preferred future. Day programs, therefore, are critical components of the entire system of care for persons with developmental disabilities.

## **INTRODUCTION:**

The subject site (300 E. Orangethorpe Avenue) is a commercial-manufacturing parcel (APN # 344-191-09) located on the south side of Orangethorpe Avenue, west of Kraemer Boulevard. The parcel on which the site is located is under the same ownership of the parcel adjacent to the east. Both parcels contain connected buildings and when reviewing aerials or by physically examining the site, the subject parcel is indistinguishable as being a separate parcel. The project applicant and new business owner, Ms. Courtni Laughlin, is proposing to utilize 8,640 square feet of the facility for the educational learning facility.

### **Subject Site and Surrounding Land Uses:**

	<b>Land Use</b>	<b>General Plan Land Use Designation</b>	<b>Zoning Designation</b>
Current	vacant	"Commercial-Manufacturing"	"C-M"
Proposed	Educational facility for developmentally disabled adults	"Commercial-Manufacturing"	"C-M"
North	Lake Park Mobile Home Park	"Medium Density Residential"	"R-2" (MHP)
South	Insurance Auto Auctions	"Manufacturing" (City of Anaheim)	"SP-94-1" Northeast Industrial Area
East	Enterprise Rent-a-Car	"Commercial-Manufacturing"	"C-M"

### **USE PERMIT (UP) 2013-06**

The applicant is requesting to operate an educational facility for adults with developmental disabilities who are seeking self improvement, enhanced independence and potential future employment. This activity will take place within a 8,640 square foot commercial/manufacturing space that is part of a single story complex fronting to Orangethorpe Avenue.

The City's Commercial-Manufacturing (C-M) zone is a hybrid zone that is considered out of character and date with today's business uses and, with regard to the current location, not the most advantageous zoning classification for Orangethorpe corridor. The purpose of the C-M Zone is to provide a district which combines commercial and industrial characteristics and for certain commercial uses which require large display or storage areas. The C-M Zone along Orangethorpe Avenue is considered a transitional zone, that is, it serves as a buffer zone from industrial area in the City of Anaheim to the south to residential areas on the north side of Orangethorpe. In the future, the City is looking to rezone the area to more of a commercial and commercial/office designation.

Under Placentia Municipal Code Chapter 23.39 – Commercial Manufacturing District, § 23.39.020 lists the permitted uses while § 23.39.030 lists those that require a use permit. Educational facilities are not listed in either section, however, there are similarities with listed uses and other similar uses have been allowed within the Commercial-Manufacturing Zone. Accordingly, under § 23.39.030 (19), the Planning Commission may approve a use permit for other uses that the Planning Commission finds to be in accord with the purpose of this chapter and having characteristics similar to those listed.

Generally, the City attempts to direct uses such as what is proposed, to include dance studios, educational/tutoring facilities, to other districts to include the manufacturing, commercial-office, or community commercial zones. However, in some instances, based on floor space, ceiling height, or other characteristics of operations, the best fit is in a district which normally does not permit, by right, the intended use. Additionally, City Staff seek to maintain a balance of uses within a zone in order to maintain the economic

viability of the City in general and, in specific circumstances, the balance of uses within a commercial center. In reviewing the proposed location within the C-M zone and within this specific center, the proposed use is a reasonable allowance.

**No Limits Learning Center Operational Characteristics:**

The proposed learning center will operate during the following hours:

Adult Development Program

Monday through Friday: 8:00 am to 2:30 pm

After Program Hours: 2:30 pm to 6:00 pm, Monday through Friday

The Learning Center will offer site-based programs for adults with developmental disabilities who are at least 18 years of age. The program is not for students with uncontrolled medical conditions and/or maladaptive behaviors. Those students in wheelchairs will need to operate their wheelchairs independently. Overall, the students are considered high functioning. The goals of the development programs are to prepare their clients to be effective communicators, lifelong learners, and responsible citizens. To that end, the programs offered will include, but not be limited to: creative expressions through dance, art, and music; healthy living to include nutrition and fitness; sign language for communication skills; and, daily life skills and courses to promote independence. The attached business statement contains descriptions of the classes offered as well as the management, personnel and advisors to be associated with the Learning Center.

**Use in Accord with Purpose of Chapter 23.39**

Upon review of the proposed use permit, City Staff must look at the similarities of the proposed use with those listed in §§ 23.39.020 and 23.39.030. As stated above, under § 23.39.030 (19), the Planning Commission may approve a use permit for other uses that the Planning Commission finds to be in accord with the purpose of this chapter and having characteristics similar to those listed. Prior to that, City Staff must understand the nature of the use proposed since the proposed use is not as simple as a new, emergency manufacturing process nor a commercial use not listed. Since the C-M zone also allows for offices, a better understanding of the proposed use is required in order to determine if the use is in accord with the purpose of the district.

According to the National Institute of Child Health and Human Development (NICHD), developmental disabilities are, "...severe, long-term problems. They may be physical, such as blindness. They may affect mental ability, such as learning disorders. Or the problem can be both physical and mental, such as Down syndrome. The problems are usually life-long, and can affect everyday living."

The NICHHD lists several causes of developmental disabilities, to include, but not limited to: Conditions such as Down syndrome and Rett syndrome; Prenatal exposure to substances. Drinking alcohol when pregnant can cause fetal alcohol spectrum disorders; Certain viral infections during pregnancy; and, Preterm birth among other items. Further, NICHHD stated that, "...while there is no cure, treatment can help the symptoms. Treatments include physical, speech, and occupational therapy. Special education classes and psychological counseling can also help."

Facilities such as the proposed No Limits Learning Center, therefore, are a growing response to increased developmental disabilities in our modern society and contribute to the well being of our society. While the purpose of the C-M district is not to increase the well being of our society, the proposed use does have characteristics that are similar to the permitted use of a medical office, though with operational characteristics, to include large assemblages of people, in that it would be proper for the City to require a use permit. Accordingly, City Staff considers the proposed use to have characteristics similar to that of a medical office, but with special design and operational characteristics that require the granting of a use permit.

The Development Services Department can recommend approval of the proposed use permit, subject to the attached recommended Special Conditions of Approval and Standard Development Requirements.

### **Parking Requirements**

Parking in the Commercial Manufacturing district is set forth in PMC § 23.78.030 (02) which requires:

Four (4) spaces per one thousand (1,000) square feet of gross floor area for up to three thousand (3,000) square feet of unit area, plus two (2) spaces per one thousand (1,000) square feet of unit area between three (3) and twenty thousand (20,000) square feet, plus one (1) space per thousand (1,000) square feet of unit area over twenty thousand (20,000) square feet, plus one (1) space per thousand (1,000) square feet of outside display/storage area.

For uses to include places of assembly (auditoriums, churches, theaters, etc) the requirement is higher. However, upon review of the proposed use, the parking will almost consistently be for the staff of the facility, which is expected to not exceed five (5) staff members during the first year of operation. Those utilizing the services of the facility do not have the ability to transport themselves and instead will utilize public transportation or private drop-off transportation.

The proposed facility has a requirement of 22 parking spaces using the above square footage calculation for general C-M uses. There are available 46 spaces on the parcel in which the building is located and immediate adjacent to it, to include disabled parking. The entire two parcel complex has a reciprocal parking agreement and, based on the proposed use and clients, the available parking is more than required.

**CEQA for Use Permit (UP) 2013-06:**

The proposed use is not expected to create a negative impact on the physical environment. It is City Staff's opinion that the use is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guideline § 15301 and City Environmental Guidelines.

15301. Existing Facilities, Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include, but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The minor modifications required as tenant improvements for the proposed use fit within this exemption and the overall use is a negligible expansion of use beyond that which is currently allowed.

**Recommended Actions:**

1. Adopt Resolution No. PC-2013-14; and
2. Approve Use Permit (UP) 2013-06, subject to the attached Special Conditions of Approval and Standard Development Requirements (Attachment A).

**Prepared and submitted by:**

**Reviewed by:**

**Original Signed Document on File with Clerk**

\_\_\_\_\_  
Kenneth A. Domer  
Assistant City Administrator

\_\_\_\_\_  
Monique B. Schwartz  
Associate Planner

**Attachments:**

Resolution Attachment "A"	Resolution PC-2013-14 Special Conditions of Approval for Use Permit (UP) 2013-06
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**Exhibits:**

Exhibit 1	Use Statement
Exhibit 2	Vicintiy Map
Exhibit 3	Floor Plan

RESOLUTION NO. PC-2013-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2013-06 PERTAINING TO PROPERTY LOCATED AT 300 E. ORANGETHORPE AVENUE (NO LIMITS LEARNING CENTER) AND MAKING FINDINGS IN SUPPORT THEREOF.

**A. Recitals.**

(i) Ms. Courtni Laughlin, applicant and Dr. Harold Cozen, owner of the property located at 300 E. Orangethorpe Avenue ("Applicant" hereinafter) heretofore filed an application for approval of Use Permit No. 2013-06, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application".

(ii) On July 9, 2013 this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements (Attachment "A"), this use complies with all applicable code requirements and development standards of the "C-M" Commercial-Manufacturing District and (3) it is not anticipated that No Limits Learning Center will generate any negative impacts on the adjacent neighborhood. All operations shall be conducted within an enclosed building, while maintaining

an environment free from objectionable noise, odor, or other nuisances, subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Commercial-Manufacturing", and the proposed use, as found, does not involve any change in the land use of the subject site. Offices, to include medical offices, are permitted in the Commercial-Manufacturing (C-M) District, and through §23.39.030 (19) due to the potential large assemblage of persons, and other factors discussed in public testimony, the proposed use is subject to Use Permit approval.

c. The proposed use, activity or improvements, subject to the attached Special Conditions of Approval and Standard Development Requirements (Attachment "A"), is consistent with the provisions of the Zoning Ordinance, or regulations applicable to the property. Offices, to include medical offices, are permitted in the Commercial-Manufacturing (C-M) District, and through § 23.39.030 (19) due to the potential large assemblage of persons, and other factors discussed in public testimony, the proposed use is subject to Use Permit approval. Approval of the Use Permit for this learning facility within this commercial-manufacturing establishment would be consistent with the zoning as the site can accommodate the proposed office (medical) use, other similar uses have been conditionally permitted within the "C-M" Commercial Manufacturing District, and the nature of location is conducive to the proposed use given its physical layout, geographic location, access to transportation and varied uses in what is considered a commercial buffer zone along an arterial roadway.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachment "A" contains Special Conditions of Approval and Standard Development Requirements specific to Use Permit 2013-06 to ensure compliance with the Placentia Municipal Code.

3. Section 15301 of the CEQA Guidelines exempts the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include, but are not

limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The minor modifications required as tenant improvements for the proposed use fit within this exemption and the overall use is a negligible expansion of use beyond that which is currently allowed.

The Planning Commission specifically finds that the Application is Categorically Exempt under the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder (14 CCR § 15305) and Placentia Environmental Guidelines.

4. The Planning Commission hereby directs that, upon approval of Use Permit 2013-06, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2013-06 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

6. The Secretary to the Planning Commission shall:  
a. Certify to the adoption of this Resolution; and  
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 9<sup>th</sup> day of July, 2013.

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Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

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Secretary to the Planning Commission

APPROVED AS TO FORM

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

**Attachment A**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Use Permit (UP) 2013-06**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE USE PERMIT TO CONTINUE IN GOOD STANDING.**

1. Use Permit (UP) 2013-06 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Use Permit (UP) 2013-06 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
5. Any changes or modifications to Use Permit (UP) 2013-06 shall be subject to review and approval by the Director of Development Services or designee, with

substantial changes or modifications subject to Planning Commission review and approval.

6. Prior to any changes to the days and hours of operation of the service station, the applicant shall obtain written approval from the Director of Development Services or his/her designee. The following are the identified days and hours of operation:

Monday through Friday: 8:00 am to 6:00 pm

7. Prior to any modification of the floor plan that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
8. If at any time in the future, the Director of Development Services determines that a parking/circulation study is necessary to address parking and/or circulation issues relative to the use, the applicant and/or current business owner, shall be responsible for the cost of a parking and/or circulation study prepared by a consultant selected by the City. The applicant and/or current business owner shall also be responsible for the implementation costs of any mitigation measures deemed appropriate by the City based upon the findings of this study.
9. No outside storage or displays shall be permitted at any time, except as otherwise allowed by the City of Placentia.
10. There shall be no deliveries to or from the premises before 6:00 a.m. or after 10:00 p.m. Monday through Friday, Saturdays from 8:00 a.m. to 10:00 p.m. and no deliveries on Sundays.
11. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
12. All rear doors shall be kept closed at all times, except to permit employee ingress and egress, and in emergencies.
13. All trash bins shall be kept inside trash enclosures, and gates closed at all times, except during disposal and pick-up. Trash pick-up shall be done on a basis so as to not allow overflow of refuse from containers.
14. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
15. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation.

Prior to issuance of a building permit, the applicant shall submit a sign plan for the design of all proposed signage on the site for review and approval by the Director of Development Services or his/her designee. The sign plan shall comply with the

criteria and requirements set forth in Chapter 23.90, Signs-Advertising Structures, of the Placentia Municipal Code.

All portable signs are prohibited and shall be removed from the site. Section 23.90.100 regarding signage shall be complied with as a condition of this Use Permit. Additionally, all temporary advertising devices, unless otherwise specified in Section 23.90.160 are prohibited.

Pursuant to Section 23.90.180(9), the total area occupied by window signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed.

16. The applicant/business owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 48 hours of defacement and/or upon notification by the City.
17. The applicant business owner shall maintain a valid City Business License at all times during operation of the business.
18. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Placentia Development Services Director and the Police Department's Administrative Lieutenant at least 14 days in advance.
19. This use permit may be reviewed at the discretion of the Director of Development Services in order to determine if the business is operating in compliance with all required Special Conditions of Approval and Standard Development Requirements.

**BUILDING DEPARTMENT:**

20. The occupancy shall be an "E" occupancy (Educational) based on the 2010 California Building Code.
21. Please post occupant load sign. Occupant load is based on the total classroom area divided by 20 (square feet/per occupant).
22. Provide exit signs at every exit with a label "Door to remain open during business hours."
23. Existing restrooms shall be in compliance with Title 24 Access/ADA restrooms.
24. All future tenant improvements shall provide detail architectural plans for review and approval prior to building permit issuance.

**DEVELOPMENT SERVICES DEPARTMENT:**

25. Applicant shall provide to the City within 180 days a copy of a disaster and mass casualty plan as set forth in Health and Safety Code §§ 1520.7 and 1569.194 as enacted by Assembly Bill 304 (Chapter 18, 2007).
26. Applicant shall maintain approval through the State Community Care Licensing Division and required approvals through the Orange County Regional Center. Applicant shall maintain employee files on site to include applicable certifications as required by regulatory agencies.

**ORANGE COUNTY FIRE AUTHORITY:**

27. No conditions required by the Orange County Fire Authority.

**CITY POLICE DEPARTMENT:**

28. Developer/Applicant shall comply with Placentia Police Department Standard Development Requirements for security.
29. On all single exterior doors, provide a protective plate over the door latch, extending six (6) inches above and below the latch.
30. Building owner shall provide adequate parking lot lighting on the main entrance side, illuminating the parking spaces against the building.

# PLACENTIA POLICE DEPARTMENT

APPLICATION: Use Permit 2013-06

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## COMMERCIAL & INDUSTRIAL SECURITY STANDARD DEVELOPMENT REQUIREMENTS

*The following standards shall be **required** for all commercial/industrial developments when applicable. No modifications shall be made without the approval of the Chief of Police.*

### EXTERIOR DOORS

#### **Sliding Doors:**

Sliding glass doors shall be of tempered glass with locking bolt that grips door and frame together and prevents the door from being pried in an upward direction. The strike area shall be reinforced to prevent prying and disengagement of the locking bolt. Anti-lift out device(s) shall be installed in the upper channel above the moving panel to prevent raising and removal from the tract while in the closed position.

#### **Other Doors:**

Wood doors and aluminum stile doors shall be used only as front entry doors. *ALL OTHER DOORS SHALL BE METAL.*

Wood doors shall be of solid core construction with the minimum thickness of one and three-fourths (1  $\frac{3}{4}$ ) inches. Wood panel doors with panels less than one (1) inch thick shall be covered on the inside with a minimum sixteen (16) U.S. gauge sheet steel, or its equivalent, which is to be attached with screws on minimum six (6) inch centers.

Metal doors shall be of a minimum sixteen (16) U.S. gauge and have sufficient reinforcement to maintain the designed thickness of the door when any locking device is installed. Such reinforcement shall restrict collapsing of the door around any locking device. Metal jambs shall be used.

Doors with glass panels and/or glass within thirty-six (36) inches of locking mechanism shall be fully tempered glass or rated burglary resistant material.

Door stops on wooden jambs for in-swinging door shall be of one piece construction with the jamb. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

All swinging exterior wood and steel doors shall be equipped as follows:

Single doors: equipped with "single unit" containing door knob and single cylinder deadbolt. (Single turn of the knob also retracts the locked deadbolt.) Deadbolt must have one (1) inch throw and exterior case hardened, rotating steel cylinder guard.

Or:

Equipped with single or double cylinder deadbolt in which no other device is located in the area where door hardware is usually installed.

If double cylinder deadbolt is used, the inside key operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "opened."

**(Exterior Doors, Continued...)**

In either case, a sign must also be displayed above the front door indicating that the front door is to remain "unlocked" during business hours. Letter size to be minimum one (1) inch in size on contrasting background.

Aluminum stile, single door: equipped with a double cylinder, minimum one and one-half (1½) inch upswing or one (1) inch slide deadbolt and exterior case hardened, rotating steel cylinder guard and minimum of five (5) pin tumblers. The inside key-operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "open." A sign must also be displayed above the door indicating that the door is to remain "unlocked" during business hours. Letter size to be minimum of one (1) inch in height on contrasting background.

The inactive leaf of all double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Strike area for metal or aluminum framed doors must be constructed or protected to prevent violation of strike area.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to prevent removal of the door from the exterior by removing the hinge pins.

Panic hardware, whenever required by the Uniform Building Code or Title 19, California Administrative Code, shall be installed as follows:

- (1) Panic hardware shall contain a minimum of two (2) locking points on each door; or
- (2) On single doors, panic hardware may have one locking point which is not to be located at either the top or bottom rails of the door frame. The door shall have an astragal constructed of steel .125 thick which shall be attached with non-removable bolts to the outside of the door. The astragal shall extend a minimum of six (6) inches vertically above and below the latch of the panic hardware. The astragal shall be a

minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached.

- (3) Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point which will close the opening between them, but not interfere with the operation of either door.

Deadbolt locks shall not be used on doors that are required to have panic hardware.

Overhead or sliding doors shall be secured on the inside by minimum one-half (1/2) inch slide bolt(s) protruding at least one (1) inch into the door frame at floor; or secured on outside by a case hardened or minimum ten (10) gauge steel construction slide bolt using a padlock having a hardened steel shackle locking both at heel and toe with a minimum five (5) pin tumbler operation. Locking bar or bolt to extend through the receiving guide minimum of one (1) inch.

Doors exceeding ten (10) feet in width shall have two locking points on opposite sides.

### **WINDOWS**

No louvered windows shall be used.

Windows and/or transoms having a pane exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected in the following manner:

- (1) Fully tempered glass or burglary resistant material\*; or
- (2) Inside or outside iron bars of at least one-half (1/2) inch round or one by one-quarter (1 x 1/4) inch flat steel material, spaced not more than five (5) inches apart and securely fastened with non-removable bolts; or
- (3) Inside or outside iron or steel grills of at least twelve (12) gauge material with not more than a two (2) inch mesh and securely fastened with non-removable bolt.

The protective bars or grills shall be able to be opened if such windows are required to be opened by the Uniform Building Code.

### **ROOF OPENINGS**

Skylights shall be fully tempered glass or rated burglary resistant material\*; or

- (1) Protected by iron bars at least one-half (1/2) inch round material spaced not more than five (5) inches apart; or
- (2) Steel grill at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted under the skylight.

Ventilator skylights with side openings exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected as in (1) or (2) above.

Air ducts or vents exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches on roof or exterior walls shall be covered by iron or steel bars of at least one-half (1/2) inch material spaced not more than five (5) inches apart; or steel grills of at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted.

### **HATCHWAYS**

Hatchways on the roof, if not of metal construction, shall be covered on the inside with sixteen (16) gauge sheet metal, or its equivalent, and secured from the inside with a slide bar or slide bolt. Outside hinges shall be equipped with non-removable hinge pins.

### **LADDERS**

Ladders leading to the roof shall do so from the interior of the building.

### **BURGLARY RESISTANT MATERIAL**

- (1) Products intended for use shall be permanently labeled as such.
- (2) Materials used shall meet UL 972 Standards for Safety Burglary Resistant Glazing Materials.
- (3) Only materials approved by ICBO shall be used.

### **ADDRESS**

The address number shall be mounted near the front entry of each building or other conspicuous location and be no less than six (6) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers, no less than six (6) inches high shall be displayed on the rear of the building.

Numerals of the street address shall be displayed on the uppermost roof, in luminous paint or other material capable of being read from the air. Minimum numeral size shall be twenty-four (24) inches. The building designation, if within a complex (such as "A" or "B" etc) shall accompany displayed street address.

### **EXTERIOR LIGHTING**

Exterior lighting of an intensity of at least twenty-five hundredths (.25) foot-candles shall be provided adjacent to doors and windows. Exterior bulbs shall be protected by polycarbonate or other weather and vandal resistant globe or cover. Light(s) shall be operated during hours of darkness through either photovoltaic sensors or appropriate timers.

Parking lots for use by the general public and/or employees shall be provided with exterior lighting of an intensity of at least one (1) foot-candle of light on the parking surface and operated from dusk until at least one-half (1/2) hour after the termination of business.

**Orange County Fire Authority (OCFA) Special Conditions of Approval**

**None required.**



300 East Orangethorpe Avenue  
Placentia, California 92870

Mission Statement:

No Limits Learning Center is dedicated to providing educational opportunities to people with developmental disabilities through delivering a broad range of specialized programs and services.

Vision:

No Limits Learning Center will provide outstanding opportunities for daily living skills for people with developmental disabilities who are seeking self-improvement, enhanced independence, and potential future access to employment.

Goals:

We will prepare our consumers to be:

- Effective communicators
- Lifelong learners
- Responsible citizens

Program Description:

No Limits Learning Center will offer site-based programs for adults with developmental disabilities who are at least 18 years of age. This program will run year-round with designated holiday breaks.

Adult Developmental Program:

The adult developmental program hours: 8:00 am to 2:30 pm, Monday through Friday. The staff/consumer ratio will be one staff member to four consumers. Consumers will be dropped off and picked up daily from Access Bus System.

No Limits Learning Center's adult developmental program will offer the following classes:

Creative Expressions through Dance, Art, and Music. Healthy living which includes nutrition and fitness. Sign Language to enhance communication skills. As well as, a daily life skills course necessary for independence.

After Program Hours:

The after program hours: 2:30 pm to 6:00 pm, Monday through Friday. The staff/consumer ratio will vary.

**UP 2013-06**

**File Copy**

**Requirements:**

This program will not meet the needs of students with uncontrolled medical conditions and/or maladaptive behaviors. Students in wheelchairs will need to operate their wheelchair independently. (Our students are classified as having mild disabilities - ie. high functioning)

**Class Description:**

**Dance & Music**

The Dance & Music classes work on developing our adult's confidence, self-awareness, and social behavior. They observe behavior, interactions, and assess communication skills as well as cognitive, motor social/emotional, musical, and dance skills. Dance & Music provides opportunities to explore:

- Self-esteem
- Awareness of self
- Expression verbally and non-verbally
- Coping and relaxation skills
- Concentration and attention span
- Positive feelings and thoughts
- Positive forms of behavior

**Daily Life Skills**

The Daily Life Skills classes will give our adults the skills needed to maximize independence and enhance one's ability to participate in common, everyday activities. These activities will include:

- Menu planning and meal preparation
- Household chores (laundry, dusting, vacuuming)
- Etiquette and manners
- Group interactions
- Making friends
- Sharing
- Developing hobbies
- Money management
- Time management
- Personal hygiene
- Safety basics

**Community-based activities:**

- Shopping
- Banking
- Eating in restaurants
- Using public transportation
- Safety and sign recognition

## **Health & Fitness**

The Health & Fitness classes will provide necessary benefits to our adults. Our goal is to have our clients live the healthiest life possible. We hope to achieve this by the use of

- Strength training
- Flexibility
- Cardio
- Nutrition

Some of the benefits are, but are not limited to, improved:

- Balance and coordination
- Focus and concentration
- Fine and gross motor skills
- Confidence and self-esteem
- Socialization
- Teamwork

## **Art**

The Art classes will work on developing our adult's confidence and self-awareness through individual and group projects. Art has no fixed standards and has no right or wrong. Our adults will be able to do art at their own pace without competition or expectations. These classes are also a great way to recognize and gain information about special gifts and abilities as well as interests in particular subjects. Some important benefits include:

- Gross and fine motor skills
- Expression
- Non-verbal communication of feelings and emotions
- Coping and relaxation
- Concentration and attention span
- Confidence and self-esteem
- Positive feelings and thoughts

## **Sign Language**

Sign language is usually thought of as a way of communication for only the deaf and hearing impaired. However, research shows that there are advantages for development in people with special needs. Speech, language, social, emotional, as well as academic skills are often enhanced through the use of sign language. Some of the benefits are, but are not limited to:

- Reduction of frustration when verbal communication may not be successful
- Improved communication skills
- Growth of independence
- Enhanced self-esteem
- Increased vocabulary

## **Sensory**

Sensory time is a crucial time for our adults and is part of our every day schedule. Stimulating the senses help strengthen neural pathways important for all types of learning. Our adults partake in visual, auditory, tactile, proprioceptive, and vestibular activities on a daily basis. Some important benefits include:

- Increase proprioceptive awareness
- Target visual, auditory, and tactile stimulation
- Reduce stress
- Increase emotional and social growth

## **Sexuality and Body Image**

The Sexuality and Body Image classes will discuss the importance of a healthy body image. It will address how feelings of sexuality are completely natural and how to handle feelings, as well as frustrations in appropriate and healthy manor. Safety and responsibility with dating and sexuality. Discussions will include:

- Healthy body image
- Self confidence
- Feeling comfortable with sexuality
- Appropriate response
- Safety
- Support systems

Tentative Weekly Schedule:

Monday

8:10-9:10 Morning Routine (Extended)  
9:15-10:15 Art  
10:20-10:50 Snack  
11:00-12:00 Community Work  
12:05-12:40 Discussion/Sensory  
12:45-1:45 Lunch and Free Time  
1:50-2:20 Sign Language

Tuesday

8:10-8:55 Morning Routine (Regular)  
9:00-10:00 Daily Life Skills (Cooking)  
10:00-10:20 Snack  
10:25-10:55 Dance & Music (Intro)  
11:00-12:00 Community Work  
12:10-12:40 Discussion/Sensory  
12:45-1:45 Lunch and Free Time  
1:50-2:20 Health & Fitness

Wednesday

8:10-8:55 Morning Routine (Regular)  
9:00-10:00 Sign Language  
10:05-10:35 Snack  
10:40- 11:40 Community Work  
11:45-12:15 Discussion/Sensory  
12:20-12:40 Journal  
12:45-1:45 Lunch and Free Time  
1:50-2:20 Daily Life Skills

Thursday

8:10-8:55 Morning Routine (Regular)  
9:00-10:00 Daily Life Skills  
10:05-10:35 Snack  
10:40-11:50 Dance & Music  
11:55-12:40 Health & Fitness  
12:45-1:45 Lunch  
1:50-2:20 Discuss Friday's bus route and destination

Friday

8:10-8:55 Morning Routine (Regular)  
9:00-12:40 Bus into Community  
12:45-1:45 Lunch and Free Time  
1:50-2:20 Clean-Up

Management, Personnel, and Advisors:

Management:

Courtnei Laughlin is the owner and will manage the business. She has her Bachelor of Arts Degree in Child and Adolescent Development from California State University, Fullerton. Her experience includes ten years of paid and unpaid experience of working with children and adults with special needs. She has worked for two school districts and has accumulated over 120 hours of internship in various academic settings. She also is employed through 24 Hour Home Care where she takes care of several adults with disabilities and has volunteered through her church, working in the Kings Kids program, with children who have special needs. Courtnei has also been involved with helping build a Special Education Program in Nairobi, Kenya and has worked with the special needs population there.

Board of Directors:

- Tony Lange, MBA over 30 years in the technology field
- Katie Laughlin, BAComm over 10 years in business development
- Phillip English, AS over 6 years in sales
- Shari McMahan, PhD, MCHES, over 2 years as a Dean, 6 years as Department Chair, 7 years Director
- Candice Straus, Early Ed Administration Certificate, over 12 years in Education

Advisory Board:

- Mary Lange, MSG 27 years in the field of non credit college education
- Elaine Majam, RN over 30 years in the medical field
- Kathy Kim, over 30 years in fund raising for education
- Melinda Bowen, Head Women's Soccer Coach Professor of Healthy Living

Employees:

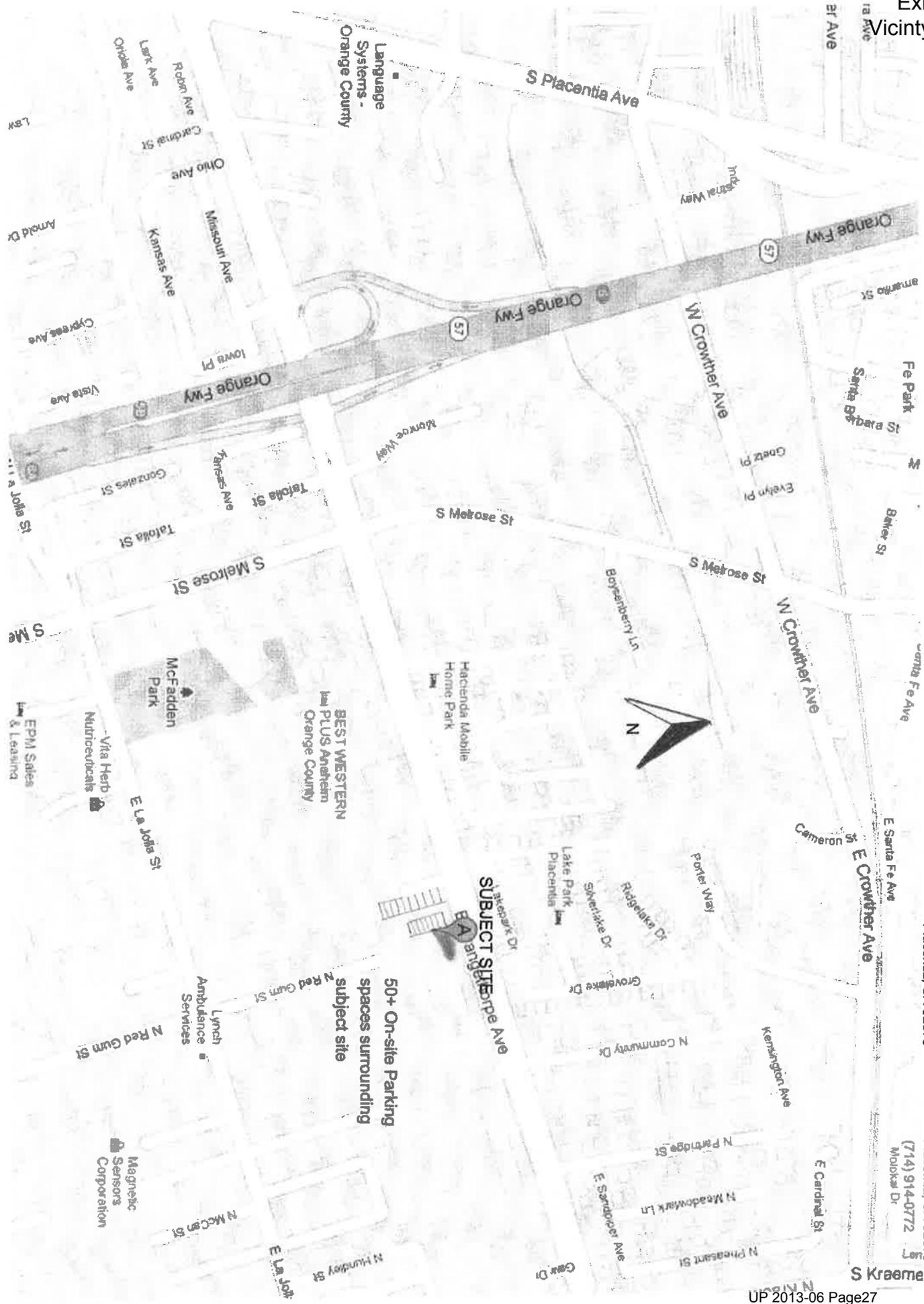
No Limits Learning Center will have staff who speak English and Spanish. All employees will go through an interview process as well as an in depth background investigation. All employees will also be required to pass an annual physical exam and be up to date in their CPR and First Aide certifications.

Parking:

Consumers will not have the capability of driving themselves to the program. As previously stated, they will be dropped off and picked up daily by the Access Bus System. Each staff member will require a parking space. Since our program requires a 1:4 ratio, for every four consumers, one staff member will need to be present. We do not predict that there will be more than 5 staff members for our first year of operation.

Courtnei Laughlin



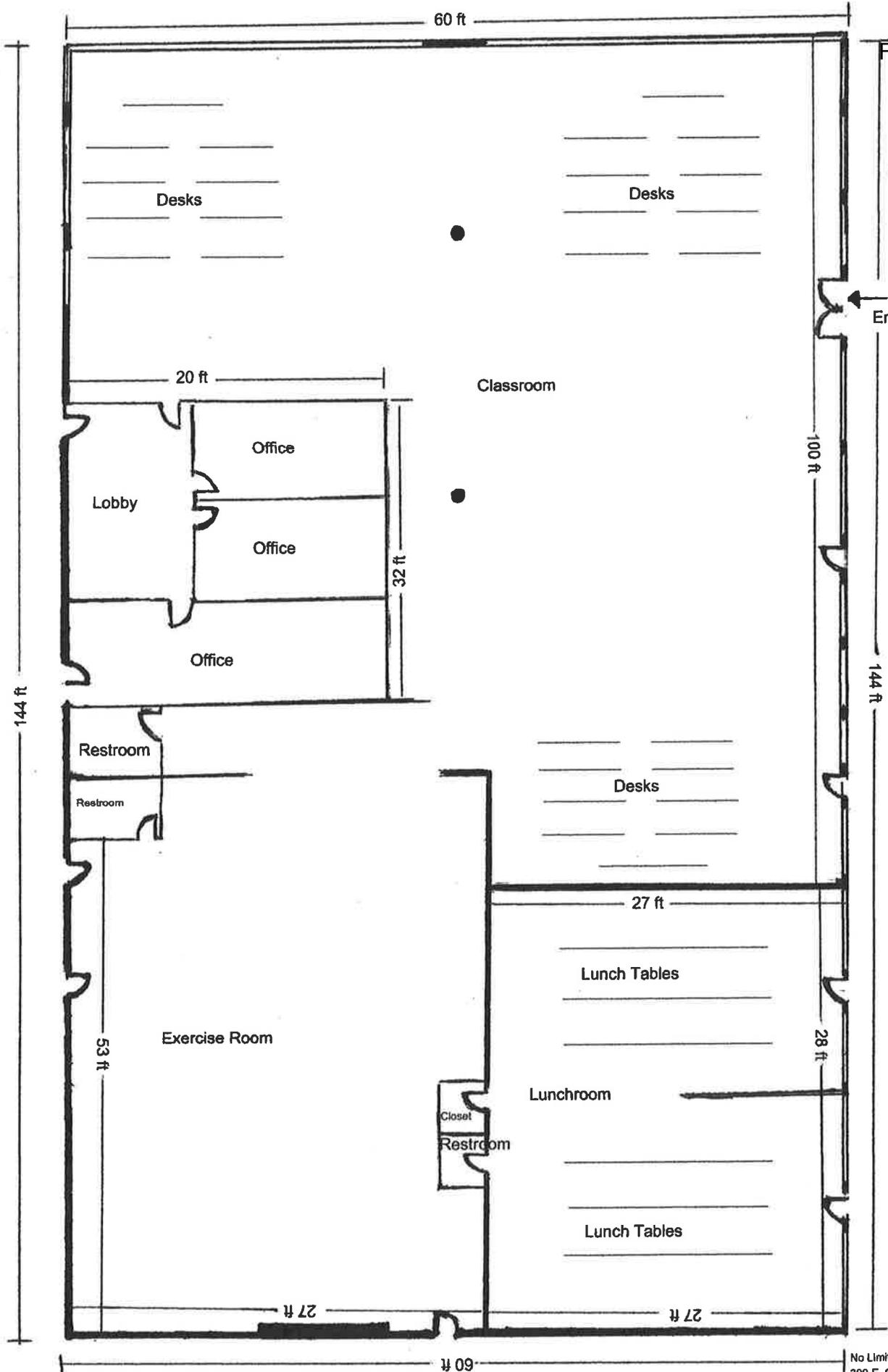


No Limits Learning Center  
300 E. Orangethorpe Ave.  
Placentia, CA 92870

Courtnei Laughlin  
1554 N. Perry Dr.  
Placentia, CA 92870  
(714) 914-0772  
Moldova Dr.

50+ On-site Parking  
spaces surrounding  
subject site

Exhibit 3  
Floor Plan





# Placentia Planning Commission Agenda Staff Report

<b>AGENDA ITEM NO.:</b> 4	<b>DATE:</b> July 9, 2013	<b>PUBLIC HEARING:</b> Yes
<b>APPLICATION(S):</b> Development Agreement (DA 2013-01)		
<b>DESCRIPTION:</b> Consideration of recommending to the City Council a Development Agreement to permit the installation of up to five (5) outdoor advertising structures on City-owned property adjacent to State Highway Route 57		
<b>RELATED APPLICATIONS:</b> Amendment 2013-02		
<b>APPLICANT:</b> Lamar Advertising Company, Ray Baker, Vice-President		
<b>PROPERTY OWNER:</b> City of Placentia		
<b>LOCATION:</b> Various		
<b>CEQA DETERMINATION:</b> Initial Study/Mitigated Negative Declaration for Zoning Code Amendment 2013-02.		
<b>ZONING:</b> Various	<b>APN(S):</b> Various	
<b>GENERAL PLAN:</b> Various	<b>CITY COUNCIL ACTION REQUIRED:</b> Yes	
<b>PREPARED BY:</b> Kenneth A. Domer, Assistant City Administrator, Development Services		
<b>REVIEWED BY:</b> Monique Schwartz, Associate Planner Andrew V. Arczynski, City Attorney		

## **REQUEST:**

Consideration of recommending to the City Council a Development Agreement with Lamar Advertising Company to permit the installation of up to five (5) outdoor advertising structures on City-owned property adjacent to State Route 57.

## **BACKGROUND:**

In late 2012 the City began to seriously review opportunities for outdoor advertising along State Route 57 (57 Freeway) as a means to provide for economic development opportunities as well as provide for on-going revenues derived from leasing City-owned property. The initial discussion of potential outdoor advertising originated from discussions dating back to 1996 with a local auto dealership regarding their double faced freeway pylon sign. The City approved the installation of a freeway sign in October 1996 and, through its former Redevelopment Agency, initiated an Owner Participation Agreement related to the dealership. On several occasions, the City, through its former Redevelopment Agency, attempted to fund a new freeway sign for the dealership using redevelopment funds, and in fact, had entered into an Owner Participation Agreement around 2005 that ultimately expired. In the last several years, the dealership and City have explored new ways to fund an updated, state-of-the-art light emitting diode (LED) sign for the location.

With the demise of redevelopment, the City has looked beyond the traditional ability of providing tax increment funding for economic development and entering into owner

participation agreements. During this time, the City began to seriously look at utilizing other City-owned property adjacent to the 57 Freeway as a means of generating revenue, providing economic development opportunities, and funding a new LED sign for the auto dealership without the use of City funds.

These discussions led ultimately to the City identifying several 57 Freeway adjacent parcels and working with an outside consultant to identify the potential of each site. The outside consultant performed an informal proposal process that identified Lamar Advertising Company as a strong potential to fulfill the City's identified needs. Since that time, the City has worked with Lamar to further refine the potential for outdoor advertising sites along the 57 Freeway as well as begin the additional process of amending the City's Zoning Code and conducting public outreach.

On June 11, 2013 this Planning Commission recommended to the City Council to approve Zoning Amendment 2013-02 which will add § 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on City-owned property. The City Council will consider Zoning Amendment 2013-02 in a Public Hearing on July 16, 2013.

On July 10, 2013 at 7:00 PM at the Whitten Community Center, the City will host the first of its direct public outreach efforts by holding a community workshop. At this community workshop the City and representatives of Lamar will answer questions regarding the outdoor advertising sites as well as have a demonstration of the LED technology to be used.

## **DISCUSSION:**

### **Development Agreements**

A development agreement is a contract between a municipality and property owner, executed as part of the development approval process. As part of the agreement, the local government promises not to change the affected property's planning and zoning regulations during the development process and for a certain time thereafter, in exchange for the developer's promise to abide by a defined set of conditions regulating the use of the site. That is, unless otherwise provided in the agreement, the rules, regulations, and official policies governing the site's permitted uses, density, design, improvements, and construction are those that are incorporated within the development agreement.

Development Agreement No. 2013-01 (DA No. 2013-01) guarantees the applicant will develop the selected sites in accordance with the agreement's provisions and site plan. The applicant also agrees to provide to the City certain public benefits as outlined in the agreement to include entering into a lease for the effected City properties; provision of up to 10% of available daily time for public service messages for City, of which the City can utilize time for economic development purposes; the participation in Amber Alerts and emergency service messaging; and, the provision of funding to upgrade an existing automotive vehicle dealership freeway sign to LED technology.

## Zoning Amendment 2013-02

Zoning Amendment 2013-02 provides provisions within the Placentia Municipal Code, specifically the City's Zoning Code (Title 23), to allow outdoor advertising signs only on City-owned property and only within designated areas along the State Route 57 Freeway corridor. The Ordinance requires that placement of any proposed sign should be carefully considered and the development thereof, including placement, height and other limitations thereon, should be determined by means of a development agreement pursuant to the procedures described in California Government Code § 65867. According to the Ordinance, under strict guidelines, billboards are only to be erected and maintained on City-owned property that are placed in proximity to the 57 Freeway. City-owned property includes public right-of-way, City parks, and other property owned by the City and not within the public right-of-way.

### **Subject Sites and Surrounding Land Uses:**

The City has reviewed relevant sites that meet the criteria of Zoning Amendment 2013-01 and through this Development Agreement, are looking at the future potential of up to five (5) locations adjacent to the 57 Freeway.

The proposed Development Agreement would allow the installation of digital billboard signs on City-owned property at the following five locations (see Exhibit 2: Site Location Map):

Project Location/Address:	Nearest Cross Street:	Assessor Parcel Number
Site 1: 900 Gonzalez Street	Site 1: Gonzalez/La Jolla	344-161-15
Site 2: 312 W. Orangethorpe Ave.	Site 2: Orangethorpe/Nebraska	No Situs*
Site 3: 500 Kansas Street	Site 3: Kansas/Iowa	No Situs*
Site 4: 380 S. Placentia Ave.	Site 4: Placentia/Fender	339-441-02
Site 5: 500 W. La Jolla Street	Site 5: La Jolla/Vista Street	No Situs*

\*No-situs means that the exact location does not have an Assessor Parcel Number due to its being located in the City's right-of-way.

#### **Site 1: 900 Gonzales Street.**

The pole location is proposed in the southwestern portion of the site (see Exhibit 4-1: Site Plan). A single-faced digital sign (one side static) approximately 14 ft. high x 48 ft. wide with an overall structure height of approximately 68 ft. above grade is proposed.

**Site 2: 312 W. Orangethorpe Ave.** The pole location is proposed in the center of the cul-de-sac at the northern terminus of Nebraska Avenue (see Exhibit 4-2: Site Plan). A double-face sign approximately 14 ft. high x 48 ft. wide with an overall structure height of approximately 84 ft. above grade is proposed.

**Site 3: 500 Kansas St.** The pole location is proposed in the northern portion of the site (see Exhibit 4-3: Site Plan). A double-faced sign approximately 18 ft. high x 48 ft. wide with an overall structure height of approximately 72 ft. above grade is proposed.

Site 4: 380 S. Placentia Ave. The pole location is proposed in the northern portion of the site (see Exhibit 4-4: Site Plan). A double-faced sign approximately 14 ft. high x 48 ft. wide with an overall structure height of approximately 83 ft. above grade is proposed.

Site 5: 500 W. La Jolla Street. The pole location is proposed on the north slope of public right-of-way for the La Jolla Street overpass (see Exhibit 4-5: Site Plan). A single-faced digital sign (one side static) approximately 14 ft. high x 48 ft. wide with an overall structure height of approximately 68 ft. above grade is proposed.

#### **Existing Conditions of the Project Site:**

The proposed Development Agreement would allow placement of new digital billboard signs on five City-owned sites, described below:

Site 1: 900 Gonzales St. Site 1 is located adjacent to the City park property on the westerly side of Gonzalez Street just north of the La Jolla Street bridge over the SR-57 freeway. The location proposed is the beginning of the slope for public right-of-way adjacent to property which is currently developed as a parkette, with a play structure, turf and ornamental landscaping. The park site is designated *Parks/Open Space* in the General Plan Land Use Element and is zoned residential while the proposed location is within the public right-of-way (Exhibit 3-1: Site Photos).

Site 2: 312 W. Orangethorpe Ave. Site 2 is located in the center of the cul-de-sac at the northerly terminus of Nebraska Avenue, south of Orangethorpe Avenue. The site is public right-of-way and is designated *Commercial* and *Residential* in the General Plan Land Use Element and is zoned *Commercial* and *Low Density Residential*, respectively, while the right-of-way is not zoned.(Exhibit 3-2: Site Photos).

Site 3: 500 Kansas St. Site 3 is located in the City park on the west side of SR-57, at the northerly terminus of the Vista Avenue cul-de-sac, south of Kansas Street and the Carbon Creek flood control channel. The property is a remnant parcel, triangularly shaped and separated from adjoining parcels by two flood control channels and the freeway sound wall with a small walkway connection along the soundwall. The property is currently developed as a parkette, with a play structure, turf and ornamental landscaping. The site is designated *Low Density Residential* in the General Plan Land Use Element and is zoned *Residential R-1* (Exhibit 3-3: Site Photos).

Site 4: 380 S. Placentia Ave. Site 4 is located in the northerly portion of the triangle formed by Placentia Avenue, the SR-57 freeway, and the BNSF rail line. The property is currently vacant and is designated *Industrial* in the General Plan and is zoned *Manufacturing* pending completion of a grade separation project at which time the land use and zoning may change.(Exhibit 3-4: Site Photos).

Site 5: 500 W. La Jolla Street. Site 5 is the northerly slope for the La Jolla Street bridge over the SR-57 freeway on the west side. The location proposed is the beginning of the slope for public right-of-way between the residential road addressed as W. La Jolla Street and the street section coming over the freeway. The freeway is immediately to the east and additional slope is to the west. The property across the street to the north is zoned *Medium Density Residential (R-2)* and is developed with single-family homes.

### **Surrounding Land Uses and Setting:**

Site 1: 900 Gonzales St. Site 1 is bordered by Gonzales Street on the east, La Jolla Street on the south, the SR-57 freeway on the west and a single-family home on the north. The adjacent residential neighborhood is designated *Medium Density Residential* in the General Plan and is zoned *R-2 Residential*.

Site 2: 312 W. Orangethorpe Ave. Site 2 is bordered by Orangethorpe Avenue on the north, an office building to the east, the Nebraska Avenue cul-de-sac to the south, and the Orangethorpe Avenue northbound SR-57 freeway exit ramp on the west. The adjacent property to the east is designated *Commercial* in the General Plan and is zoned *C-1 Neighborhood Commercial* and consisting of an office building.

Site 3: 500 Kansas St. Site 3 is bordered by the SR-57 freeway on the east, a flood control channel on the south, the Vista Avenue cul-de-sac on the west and the Carbon Creek flood control channel on the north. The property on the northerly side of the flood control channel is developed with a single-family residential neighborhood.

Site 4: 380 S. Placentia Ave. Site 4 is bordered by the SR-57 freeway on the east, the BNSF rail line on the south, and Placentia Avenue on the north and west. The property across Placentia Avenue to the west is developed with a single-family residential neighborhood and the property to the south is developed with industrial uses.

Site 5: 500 W. La Jolla Street. Site 5 is bordered by two streets on the north and south, the SR-57 freeway on the east and public right of way on the west. The property across La Jolla Street to the north is developed with a structure use as a residence.

### **RECOMMENDATION:**

City Planning Division is recommending that the Planning Commission recommend approval of Development Agreement 2013-01 to the City Council.

### **CEQA:**

The proposed Development Agreement has been reviewed and considered together with the environmental documentation and process prepared for Zoning Code Amendment 2013-02 which was prepared pursuant to an Initial Study and Mitigated Negative Declaration in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration, Zoning Code Amendment 2013-02 and this Development Agreement are located in, and in the custody of, the Office of the City Clerk, City of Placentia.

### **FINDINGS**

California Government Code § 65867.5 requires the legislative body find that the provisions of the agreement are consistent with the adopted General Plan. The identified

project sites are all City-owned property that is either public right-of-way, commercial or residentially zoned if park land. Development of a structure on park land will not diminish available park land or amenities at subject parks and installation of structures on public right-of-way will be done in a manner that does not hinder pedestrian or vehicular accessibility.

General Plan Goals/Policy/Programs that the development agreement project supports include:

Goal 2: Provide and maintain an adequate level of service for all community public services and facilities.

Policy 2.5: Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the projects demand costs on City services and facilities.

The Development Agreement will yield a public benefit as outlined in the agreement and will establish a stream of revenues to support the provision of public services and economic development within the City.

**ACTIONS:**

1. Adopt Resolution No. PC-2013-15, recommending approval of Development Agreement 2013-01 to City Council.

**Prepared and submitted by:**

**Review by:**

Original Signed Document on File with Clerk

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Kenneth A. Domer  
Assistant City Administrator

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Monique Schwartz  
Associate Planner

**Attachment:**

Resolution PC 2013-15

**Exhibits:**

Exhibit 1:	Development Agreement.
Exhibit 2:	Vicinity Map
Exhibit 3, 3-1 to 3-5:	Site Map and Related Photos
Exhibit 4-1 to 4-5:	Site Plans

RESOLUTION NO. PC-2013-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA  
RECOMMENDING THE CITY COUNCIL APPROVE DEVELOPMENT  
AGREEMENT NO. 2013-01 FOR THE DEVELOPMENT OF UP TO FIVE (5)  
OUTDOOR ADVERTISING STRUCTURES BY LAMAR ADVERTISING COMPANY.

DEVELOPMENT AGREEMENT NO. 2013-01

**A. Recitals.**

(i). Lamar Advertising Company, as the developer, and the City of Placentia, owner of the properties as identified in Exhibit 2, attached and referenced herein, (together "Applicants" hereinafter) heretofore filed an application for approval of Development Agreement No. 2013-01, as described in the title of this Resolution. Hereinafter, in this Resolution, is referred to as the "Application".

(ii). The City and Applicant have faithfully negotiated the Development Agreement pursuant to the procedures described in California Government Code § 65867, which authorizes cities to enter into development agreements with any person having a legal or equitable interest in real property for the development of such property.

(iii). On July 9, 2013, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iv). All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Planning Commission hereby finds that the Development Agreement between the City and Applicant conforms with the policies and programs of the General Plan.

2. (a). The proposed Development Agreement has been reviewed and considered together with the environmental documentation and process prepared for Zoning Code Amendment 2013-02 which was prepared pursuant to an Initial Study and Mitigated Negative Declaration in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the

State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. The environmental effects of Zoning Code Amendment No. 2013-02 are similar enough to Development Agreement No. 2013-01 to address the potential environmental effects of said Development Agreement No. 2013-01. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration, Zoning Code Amendment 2013-02 and this Development Agreement are located in, and in the custody of, the Office of the City Clerk, City of Placentia;

(b). The Planning Commission finds and determines that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur and recommends the City Council so find; and

(c). The Planning Commission finds that the facts supporting the above-specified findings are contained within the Mitigated Negative Declaration, the staff report and exhibits, and the information adduced during the public hearing conducted with respect to the Application and the Mitigated Negative Declaration. Mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Mitigated Negative Declaration.

3. The Planning Commission, based upon the testimony and information presented at the public hearing, hereby adopts Resolution NO PC-2013-15, recommends the City Council approve the Development Agreement between the City and Lamar Advertising Company in the form attached hereto as **"Exhibit A"** and incorporated by this reference.

4. The Secretary shall certify the adoption of this Resolution.

ADOPTED AND APPROVED this 9<sup>th</sup> day of July 2013

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Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 9<sup>th</sup> day of July, 2013, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

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Secretary to the Planning Commission

APPROVED AS TO FORM

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

Exhibit 1: Development Agreement

**DEVELOPMENT AGREEMENT NO. 2013-01 CONCERNING  
PROPERTIES LOCATED AT 380 S. PLACENTIA AVENUE,  
312 W. ORANGETHORPE AVENUE, 900 GONZALES STREET,  
500 KANSAS STREET AND 500 W. LA JOLLA STREET,  
PLACENTIA, CALIFORNIA CONTAINING  
LONG TERM OPERATING COVENANTS**

THIS DEVELOPMENT AGREEMENT CONTAINING LONG TERM OPERATING COVENANTS ("Agreement") is made and entered into as of the "Effective Date" set forth herein by and between LAMAR ADVERTISING COMPANY, INC., a Delaware corporation, dba LAMAR ADVERTISING OF LOS ANGELES ("Developer") and the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the laws of the State of California ("City") (collectively the "Parties" sometimes hereinafter).

**WITNESSETH:**

**A. Recitals.**

(i). Article 2.5 of Chapter 4 of Division 1, Title 7 of the California Government Code, commencing at § 65864, *et seq.*, authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

(ii). City possesses sufficient legal interest in and to those certain parcels of real property, located entirely within City, the common and legal descriptions of which are set forth in Exhibits "A," "B," "C," "D" and "E" attached hereto and incorporated herein by this reference and hereinafter are referred to as "the Sites," to permit construction operation of the Project hereinafter further defined and described.

(iii). The Sites are now zoned as identified in Exhibits "A," "B," "C," "D" and "E" pursuant to the provisions of City's Zoning Ordinance and Zoning Map, as amended to date hereof. Developer and City desire to provide through this Development Agreement more specific development controls on the Sites which will provide for maximum efficient utilization of the Sites in accordance with sound planning principles.

(iv). The proposed Project is consistent with City's Zoning Ordinance and General Plan and consistent with the requirements of the California Outdoor Advertising Act, California Government Code § 5200 *et seq.*

(v). On the XX day of XXXXXX, 2012, City adopted its Ordinance No. O-2012-XX, thereby approving this Development Agreement with Developer and said Ordinance was effective on XX XXXXXX, 2012.

**B. Agreement.**

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference and for other good and valuable consideration, the receipt

## Exhibit 1: Development Agreement

and sufficiency of which is hereby acknowledged, and in consideration of the covenants set forth herein, the parties hereby agree as follows:

**1. Definitions.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

(a). **“Applicable Rules”** means the development standards, conditions and restrictions set forth in § 4 of this Agreement.

(b). **“Developer”** is the Lamar Advertising Company, Inc., a Delaware corporation, dba Lamar Advertising of Los Angeles.

(c). **“Development Plan”** are those plans and specifications attached hereto, marked as Exhibit “F” and incorporated herein by this reference, and comprised of the following documents including, but not limited to, final site plans (including design elevations) and site utilization maps, stamped “Received, XXXXX XX, 2012, Development Services Department, City of Placentia.” The Development Plan attached hereto includes various conditions of approval set forth in Exhibit “G” hereto which are not changed, altered or modified by this Development Agreement unless specifically set forth herein. The project also includes the records of applications by Developer, the proceedings before City’s Planning Commission and City Council, and all such records and files in these matters are incorporated herein by this reference as though set forth in full.

(d). **“Project”** is that development approved for the Sites as reflected in the Development Plan attached hereto as Exhibit “F” and the conditions set forth in Exhibit “G.”

(e). **“Effective Date”** shall mean the 31<sup>st</sup> calendar day following adoption of the ordinance approving this Agreement by City’s City Council. If a Referendum Petition receives sufficient signatures to qualify for placement on the ballot at a general or special election, the Effective Date shall be the date upon which the election approving the ordinance is certified.

**2. Recitals.** The recitals are part of the agreement between the parties and shall be enforced and enforceable as any other provision of this Agreement.

**3. Interest in Sites.** City warrants and represents that it has full legal title to the Sites, that it has full legal right to enter into this Agreement and that the persons executing this Agreement on behalf of City and Developer have been duly authorized to do so.

**4. Binding Effect of Agreement.** City and Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer’s successors and assigns in title or interest to the Project. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

## Exhibit 1: Development Agreement

City and Developer hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the Developer's legal interest in the Project is rendered less valuable thereby. City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Development by Developer and the future occupants of the Project, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted. Further, the parties hereto agree that such covenants, reservations and restrictions benefit all other real property located in the City of Placentia.

**5. Relationship of Parties.** The Parties acknowledge and agree that the contractual relationship between City and Developer is such that Developer is an independent party and is not the agent of City for any purpose whatsoever and shall not be considered to be the agent of City for any purpose whatsoever.

**6. Term of Agreement.** The term of the Agreement shall commence on the effective date and shall expire on June 30, 2039, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

**7. General Development.** Developer shall have the right to construct and operate the Changeable Message Digital Displays or Static Message Displays as the case may be (the "Signs") on the Property in accordance with applicable laws and the terms and conditions of this Agreement and consistent with the Development Plans as set forth in Exhibit "F," provided. Notwithstanding the foregoing, subject to the provisions of § 21, Developer shall have no liability under this Agreement if construction of all of the Signs on the Project fails to occur.

**8. Construction.** Developer shall complete construction work for the Project on the Sites, and all phases thereof, including, but not limited to, landscaping and all off-site improvements, pursuant to a building permit or permits issued by City within two (2) years following the effective date.

**9. Assignment.** Developer shall have the right to sell, mortgage, hypothecate, assign or transfer all of its interest, leasehold or otherwise, in the Sites (as may be subsequently subdivided), to any person or entity at any time during the term of this Development Agreement. Any such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Site. The assumption of any or all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or concurrence by City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer.

**10. General Standards and Restrictions Pertaining to Development of the Site.** The following specific restrictions shall apply to the use of the Sites pursuant to this Development Agreement:

## Exhibit 1: Development Agreement

(a). Developer shall have the right to develop the Project on the Sites in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Sites in accordance with the provisions of this Agreement.

(b). The density and intensity of use, the uses allowed, the size of proposed buildings, provisions for the reservation or dedication of land for public purposes, the maximum height of proposed buildings and location of public improvements, together with other terms and conditions of development applicable to the Sites, shall be as set forth in this Development Agreement and the attached Development Plan.

**11. Effect of City Regulations on Development of Project.** Except as expressly provided in this Development Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the effective date of this Development Agreement, shall apply to the construction and development of the Sites.

(a). The provisions of this ¶ 11 shall not preclude the application to the development of the Sites those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code § 65869.5 or any successor provision or provisions.

(b). The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, *etc.*, to the extent applicable, shall be pursuant to those fees in effect at the time application is made for such approvals or permits. Notwithstanding the foregoing, any fees applicable to permits issued more than thirty (30) months after the Effective Date shall be the fees applicable at the time of submittal of permit authorization.

(c). City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Sites after the effective date provided such new rules and regulations do not conflict with the terms of this Development Agreement as of the effective date.

(d). Nothing herein shall prevent the application of health and safety regulations (*i.e.*, fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole.

**12. Uses.** Those uses allowed on the Site shall be as follows:

(a). **Permitted Uses.**

(1). Development of the Signs as described and depicted in the Development Plan, Exhibit "F;"

(2). Signs shall be developed consistent with the Development Plan attached hereto as Exhibit "F" and the conditions set forth in Exhibit "G." Any variance from the Development Plan shall require an amendment to this Agreement, approved consistent with state and local laws.

## Exhibit 1: Development Agreement

(b). **Uses Requiring Conditional Use Permit** shall be as required pursuant to the provisions of Title 23 of the Placentia Municipal Code, as the same may be amended from time to time hereafter.

**13. Long-Term Operating Covenants:** The following covenants shall run with the Properties until such time as the Signs are removed from the Properties:

(a). **Covenants Regarding Operation and Maintenance.** Developer shall operate and maintain the Signs in good working order and in accordance with all applicable laws, including without limitation, the California Outdoor Advertising Act (California Business and Professions Code § 5200, *et seq.*) and California Department of Transportation regulations and specifications adopted pursuant thereto (Title 4 California Code of Regulations, § 2240, *et seq.*).

(b). **Automatic Dimmers.** The Signs shall contain automatic dimmers that continuously monitor the brightness of the display using ambient and direct light photocells, as well as back-up systems to ensure display brightness will not exceed .3 foot candles above ambient light levels at any time.

(c). **Maintenance.** Developer shall, at Developer's sole cost and expense, maintain and repair or cause to be maintained and repaired the Signs and any and all security lighting or appliances installed in accordance with the Development Plan in compliance with all applicable provisions of City's Municipal Code and any and all other applicable laws. The Properties and the Signs shall be kept free from the accumulation of debris and waste materials. All exterior painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling and defacing marks. All broken lights shall be immediately repaired in order to prevent hazardous conditions and/or invitation for trespassers and malicious mischief. Except during periods of construction, no lumber, trash, discarded equipment or other debris shall be stored in areas visible from the street.

(d). **Graffiti Removal.** All graffiti and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed in accordance with Chapter 10.56 of City's Municipal Code as the same may be amended from time to time hereafter.

(e). **Non-Operation and Removal.** Developer shall promptly repair the Signs in the event of damage, defect or other cause so as to maintain operations in accordance with this Agreement. In the event Developer anticipates that a repair will require more than 30 days to complete, Developer shall notify City in writing of the anticipated schedule and the cause of the delayed repair. Except as provided in Section 14, in the event a Sign is non-operational for a continuous period of 120 days or more, City shall have the right to require removal of said Sign within 30 days of delivery of written demand by City to Developer. Removal of said Sign shall be completed by Developer in compliance with applicable laws and at its sole cost.

(f). **Covenant Regarding Advertising Limitation.** Developer voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the Sign shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless

## Exhibit 1: Development Agreement

bars, nightclubs, establishments that feature nude dancing, mud wrestling, any adult business featuring retail sales of adult novelty items, books, magazines, videos and tapes, or any material that could reasonably be considered pornographic. Further, Developer voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on the Sign shall not contain any advertising for tobacco products of any type. City further reserves the right to object to any other advertising that may be considered detrimental to the image of the City. In such case, City shall inform Developer in writing of the offensive advertising and request that it be removed. Developer shall endeavor to cooperate with City in assuring the removal of such other advertising when such removal does not breach any existing contract or lease agreement held by Developer. Developer's obligation herein shall survive termination of this Agreement and shall remain in full force and effect until removal of the Sign.

(g). **Covenant Regarding Public Service Messages and Economic Development Promotion.** Developer voluntarily covenants and agrees for itself, its successors and assigns, that Developer shall provide to City, at no cost to City, up to ten percent (10%) of the available time to be spread over each operational day to place public service announcements on the Signs; provided, however, that such public service announcements shall be limited to civic public service messages, including those sponsored by non-profit organizations, City promotional messages and announcement of City sponsored and co-sponsored events such as celebrations, festivals, special events, park and public facility openings along with public safety announcements such as flash flood warnings, and heat advisories (hereinafter collectively as "Public Service Messages"). Within the time allotted to City, each operational day, City may also assign advertising space to promote economic development within the City, including placement of ads for key local businesses. For all Public Service Messages and economic development promotions, City shall be responsible for providing Developer with the advertising copy. Developer shall not be responsible for producing or substantially modifying any advertising copy for Public Service Messages or economic development promotions, and shall have 48 hours after receipt and approval of advertising copy to display the Public Service Message or economic development promotion. Developer's obligation herein shall survive termination of this Agreement and shall remain in full force and effect until removal of the Signs.

(h). **Amber Alerts.** In addition to the foregoing, Developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws.

(i). **Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between City and Developer. The construction process for the Signs and subsequent operations may demonstrate that clarifications to this Agreement and the Applicable Rules are appropriate with respect to the details of performance of the City and the Developer. To the extent permitted by law, Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for those which relate to the (i) term or (ii) permitted uses. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (ii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing. Operating Memoranda are not intended to constitute an

## Exhibit 1: Development Agreement

amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Administrator shall be authorized, upon consultation with, and approval of, Developer, to determine whether a requested clarification may be effectuated pursuant to this § 13.(i) or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of § 17.

(j). **Mortgagee Protection.** The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Sign or Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. City acknowledges that lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

(k). **Defense of Agreement and Processing During Third Party Litigation.** In the event a third party lawsuit relating to this Agreement is filed against City or Developer, Developer shall defend, indemnify and hold harmless City at Developer's sole cost and expense in accordance with the provisions of § 16, below. Developer may elect to terminate this Agreement as provided by § 21; provided, however, that the obligations set forth in this § 13.(k) shall survive such termination. Subject to Developer's compliance with the preceding obligation, such lawsuit related to this Agreement shall not hinder, delay or stop the development, processing or construction of the Sign, approval of Future Approvals [defined term?] unless the third party obtains a court order preventing the activity and posts adequate security as required by law. City shall not stipulate to the issuance of any such order, and Developer, subject to its obligation herein, may oppose such motion on behalf of City. If this Agreement or any Applicable Rule as applied to this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to City's lawful discretion and all other legal requirements, to consider all modifications to this Agreement or the Applicable Rule which are necessary or required to render it valid and enforceable to the extent permitted by applicable law on the condition that Developer shall reimburse City for all costs and expenses related thereto.

(l). **No Public Dedication.** Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of either the Signs, or any of them, or the Properties, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed. Developer shall have the right to prevent or prohibit the use of the Signs, or any portion thereof, by any person for any purpose inimical to the permitted uses. City shall not take or permit to be taken (if within the power or authority of City) any action or activity with respect to the Sign that would deprive Developer of the material benefits of this Agreement or would materially and unreasonably interfere with the construction and use of the Signs on the Properties as contemplated by this Agreement.

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(m). **Developer's Monetary Contribution for Improvements to Existing Message Sign.** The Parties have agreed that as a consideration for the making of this Agreement, Developer shall make a monetary contribution to the Industrial/Commercial Development Authority of the City of Placentia ("ICDA") in the amount of Three Hundred Thousand Dollars (\$300,000). City agrees to accept such payment towards necessary improvement to an existing message sign as generally described and referenced in Exhibit "K." ICDA shall hold Developer's payment in a reserve account. The payment may only be expended by City to fund improvements shown in Exhibit "K, attached hereto. City and ICDA agree that if the payment is not expended as set forth above within five (5) years after the Effective Date of this Agreement, any amount thereof not so expended shall be refunded by ICDA with interest to Developer. The interest shall be calculated at the rate applied to judgments in the State of California at the time of the refund; PROVIDED, HOWEVER, that if the payment is not expended by ICDA within five (5) years due to delay attributable to Developer, the payment shall be refunded without interest. As further consideration for Developer's monetary contribution, City and ICDA shall ensure the existing message sign operates in a manner consistent with state and local laws.

**13. Sign Visibility Tree-Trimming.** The Parties acknowledge that several of the Sites are located in areas where the visibility of the Signs may be obstructed due to trees and other vegetation. Neither Developer nor City currently possess the authority to remove or otherwise maintain the vegetation. The Parties further acknowledge that the visibility of Signs will be adversely effected and thereby reduce the attractiveness of the Signs to potential advertisers if the vegetation is not maintained in an appropriate manner. The Parties agree that Developer's obligation to make Ongoing Monetary Contribution is expressly contingent on the Signs remaining visible. If City and/or Developer are unable to secure rights to trim the vegetation to maintain Sign visibility, Developer shall have no obligation to make the Ongoing Monetary Contribution for the Display that is obstructed. In the event that Developer, based on experience in the industry, reasonably believes that a Sign is obscured by vegetation in a manner that materially impairs its value for advertising purposes, Developer shall provide notice to the City of the obstructed condition and shall remove all advertising from the affected Display. Developer shall have no obligation to make Ongoing Monetary Contributions for so long as the visibility remains impaired and the affected Display contains no advertising.

**14. Annual Review.** During the term of this Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Development Agreement. Developer shall file an annual report with the City indicating information regarding compliance with the terms of this Development Agreement no later than March 15 of each calendar year.

**15. Indemnification.** Developer agrees to, and shall, hold City and its elected and appointed officials, officers, agents and employees free and harmless from all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employee or other person acting on Developer's behalf which relate to the construction and operation of the Project. Developer agrees to, and shall, defend City and its elected and appointed officials, officers, agents and employees with respect to actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project. This hold harmless provision applies to all damages

## Exhibit 1: Development Agreement

and claims for damage suffered or alleged to have been suffered by reason of the operations referred to in this Development Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Project.

**16. Amendments.** This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code §§ 65868, *et seq.*, or their successor provisions.

**17. Minor Amendments to Development Plan.** Upon the written application of Developer, minor modifications and changes to the Development Plan may be approved by the Director of Development Services pursuant to the terms of City's Zoning Ordinance.

**18. Enforcement.** In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed to the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently prosecuted by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

**19. Event of Default.** Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a). If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

(b). If a finding and determination is made by City following an annual review pursuant to ¶ 15 above, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in ¶ 19 hereinabove; or

(c). A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in ¶ 19 hereinabove.

### **20. Termination of Development Agreement.**

(a). If Developer fails to timely cure any item(s) of non-compliance set forth in a Notice of Noncompliance, then City shall have the right but not the obligation to initiate proceedings for the purpose of terminating this Agreement in accordance with California Government Code § 65865. If City commences such termination proceedings, it shall give not less than thirty (30) days prior written notice thereof to Developer, which notice shall specify the

## Exhibit 1: Development Agreement

Site and the precise grounds for termination and shall set a date, time and place for a public hearing before the City Council on the issue, all in compliance with the Development Agreement Statutes. At the noticed public hearing, Developer and/or its designated representative, shall be given an opportunity to make a full and public presentation to the City. If, following the taking of evidence and the hearing of testimony at said public hearing, the City finds, based upon substantial evidence, that Developer has not demonstrated *prima facie* compliance with this Agreement and that Developer is out of compliance with a specific, substantive term or provision of this Agreement, then City may (unless the Parties otherwise agree in writing) terminate this Agreement.

(b). **Voluntary Termination of Development Agreement.** Notwithstanding the provisions of § 21.(a), the Parties may mutually agree in writing to terminate the Agreement. For example, it is the express intent of the parties to automatically terminate this Agreement if, during the term of this Agreement, Developer submits written notice to City that it, or an affiliated entity, no longer has a valid real property interest in the Property. In such event, it is the Parties' intention that this Agreement shall be deemed terminated as of the date Developer delivers to City the written notice described herein. For purpose of this Agreement, the phrase "affiliated entity" shall mean an entity which controls, is controlled by, or under common control with Developer or is a partnership or joint venture involving Developer or one or more of Developer's principals and in which Developer or its principals exercise operational controls. In addition, it is the express intent of the Parties to automatically terminate this Agreement if Developer submits written notice to City that it is terminating this Agreement due to the filing of any third party litigation relating to this Agreement.

**21. No Waiver of Remedies.** City does not waive any claim of defect in performance by Developer if, on periodic review, City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. All other remedies at law or in equity which are not otherwise provided for in this Agreement are available to the parties to pursue in the event that there is a breach of this Development Agreement. No waiver by City of any breach or default under this Development Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

**22. Rights of Lenders Under Agreement.** Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

(a). Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

(b). Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

## Exhibit 1: Development Agreement

(c). Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

(d). Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

**23.** Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

(a). Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

(b). Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

(c). Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

**24. Action by Lender.** Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

(a). They are commenced within thirty (30) days after service on Developer of the notice described hereinabove;

(b). They are, after having been commenced, diligently pursued in the manner required by law to completion; and

(c). Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

**25.** Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

Exhibit 1: Development Agreement

To Developer: LAMAR ADVERTISING COMPANY, INC.,  
dba LAMAR ADVERTISING OF LOS ANGELES  
1121 South Boyle Avenue, Suite 201  
Los Angeles, California 90023  
Attention: Ray Baker

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870-6101  
Attention:  
Director of Development Services

With a copy to: Andrew V. Arczynski  
City Attorney  
City of Placentia  
1400 N. Brea Blvd.  
Fullerton, CA 92835-3538

**26. Attorneys' Fees.** In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

**27. Binding Effect.** This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

**28. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**29. Partial Invalidity.** If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**30. Recordation.** This Agreement shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date.

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties and shall be effective on the effective date set forth hereinabove.

CITY OF PLACENTIA,  
a Charter City and municipal corporation

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Scott W. Nelson, Mayor

Exhibit 1: Development Agreement

ATTEST: \_\_\_\_\_

Patrick J. Melia, City Clerk  
City of Placentia

LAMAR ADVERTISING COMPANY, INC.,  
a Delaware corporation, dba  
LAMAR ADVERTISING OF LOS ANGELES

Dated: \_\_\_\_\_

By \_\_\_\_\_

Ray Baker,  
Vice-President and General Manager

Approved as to form:

By \_\_\_\_\_

Andrew V. Arczynski,  
City Attorney

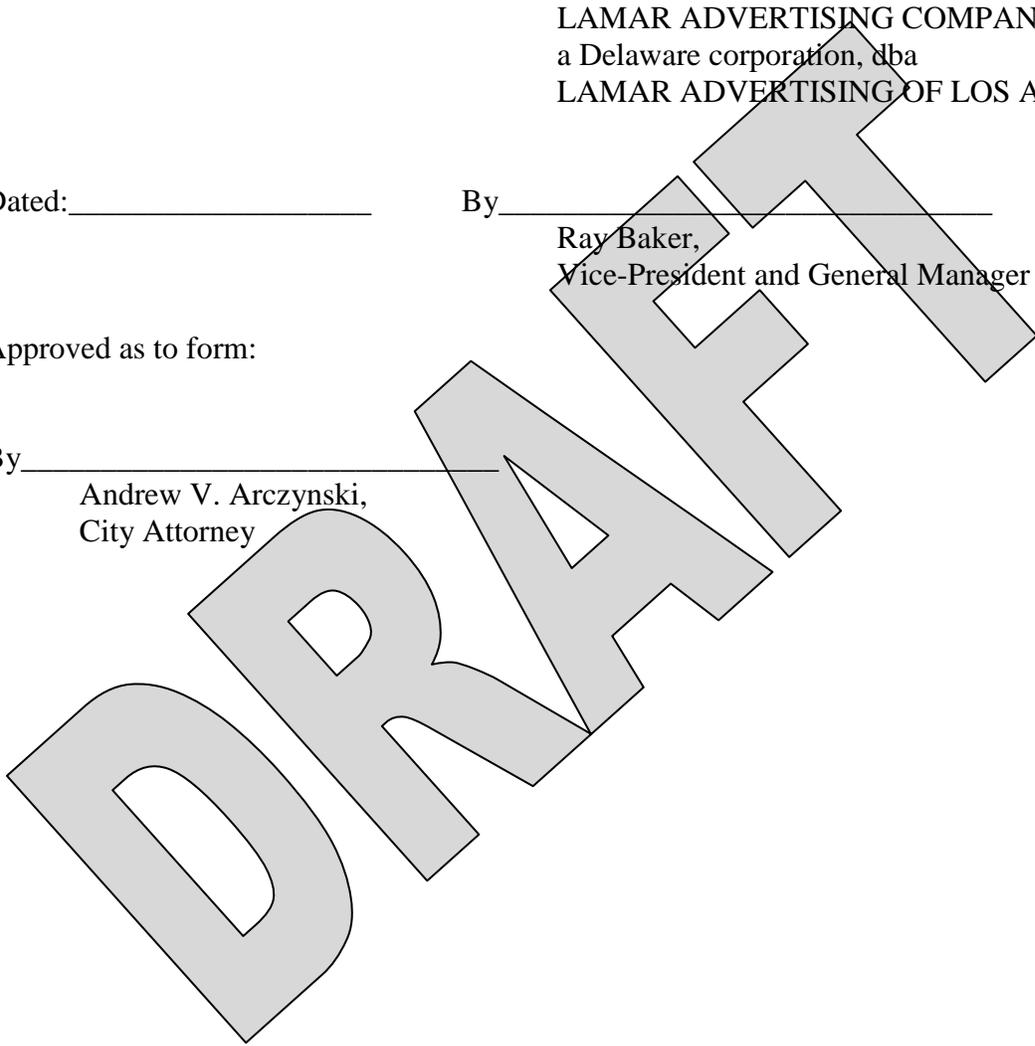


Exhibit 1: Development Agreement

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the persons who executed this instrument as Mayor and City Clerk of the CITY OF PLACENTIA, a Charter City and municipal corporation existing and organized under the laws of the State of California, and acknowledged to me that the CITY OF PLACENTIA executed it.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, Vice-President, and General Manager, of the LAMAR ADVERTISING COMPANY, INC., a Delaware corporation, dba LAMAR ADVERTISING OF LOS ANGELES, proved to me on the basis of satisfactory evidence to be the persons who executed this instrument as officers of LAMAR ADVERTISING COMPANY, INC., a Delaware corporation, dba LAMAR ADVERTISING OF LOS ANGELES. and acknowledged to me that such persons are authorized to execute on behalf of such corporation.

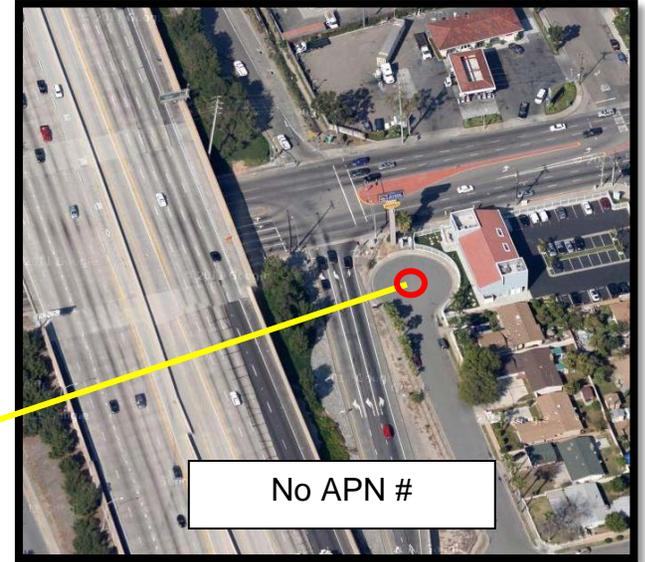
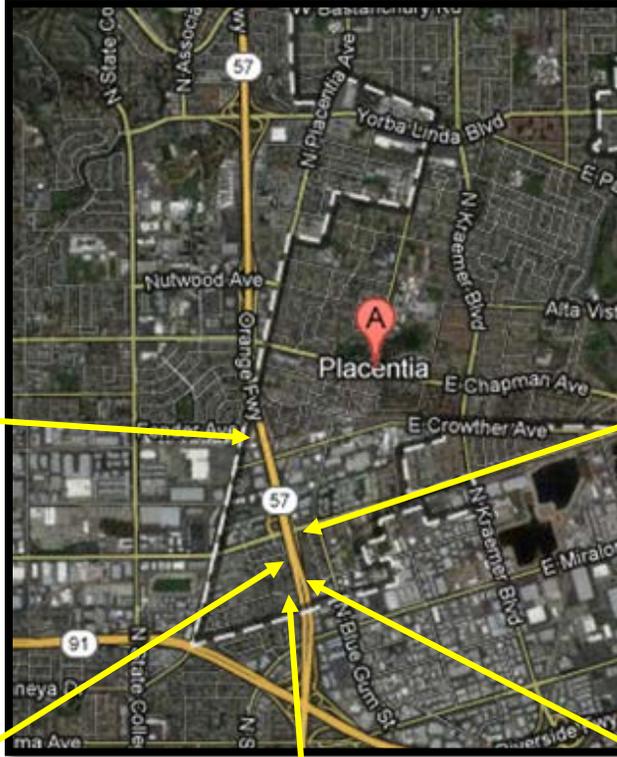
\_\_\_\_\_  
Notary Public in and for said State



Exhibit 3: Site Map  
POTENTIAL OUTDOOR ADVERTISING SITES – CITY OF PLACENTIA, CALIFORNIA



City Property: 380 S. Placentia Ave



City Property: 312 W. Orangethorpe  
To be located in round-a-bout in cul-de-sac



Jaycee Parkette: 500 Kansas Street



La Jolla: 500 W. La Jolla



La Placita: 900 Gonzales Street

**Exhibit3-1: Site Photos (900 Gonzales Street)**



Photo 3-1a: Looking west toward the site



Photo 3-1b: Looking south toward the site

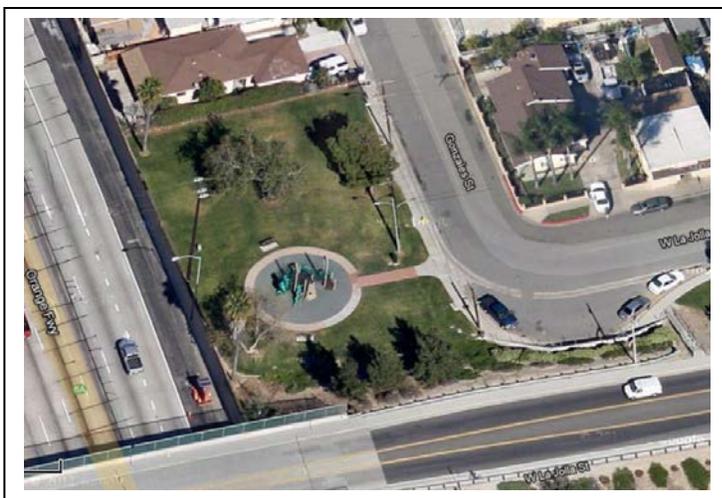


Photo 3-1c: Aerial view of the site

**Exhibit 3-2: Site 2 Photos (312 W. Orangethorpe)**



Photo 3-2a: Looking north on Nebraska Ave. toward the site



Photo 3-2b: Looking northeast on Nebraska Ave. toward the site

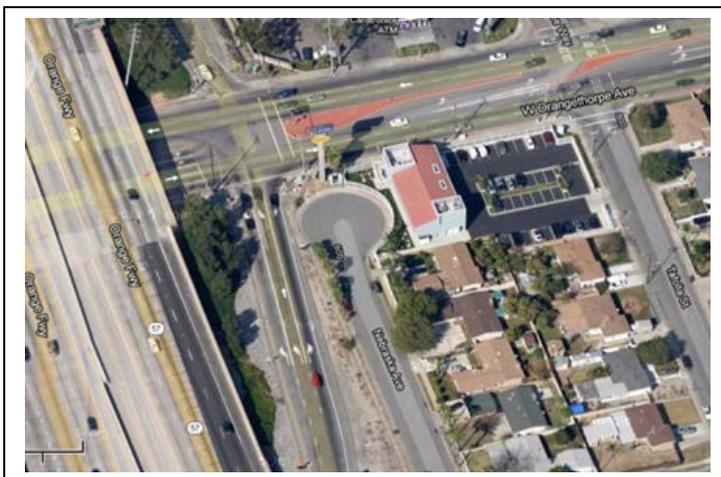


Photo 3-2c: Looking south on Nebraska Ave. toward the site

**Exhibit 3-3: Site 3 Photos (500 Kansas Street)**



Photo 3-3a: Looking south toward the site from Kansas Ave.



Photo 3-3b: Looking northeast from the Vista Avenue cul-de-sac toward the site.

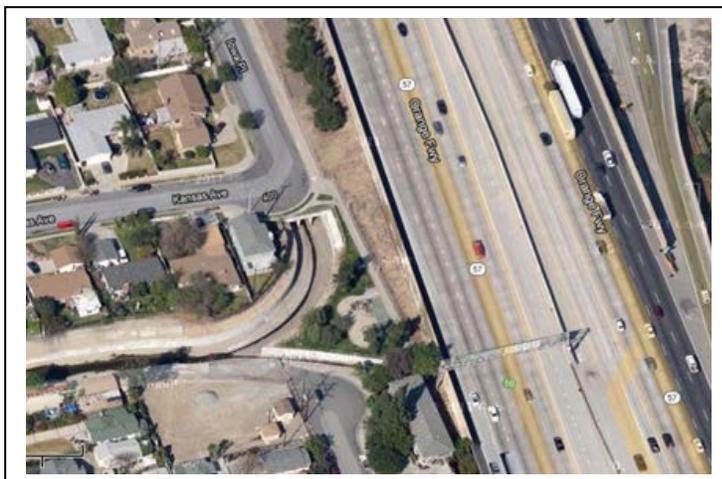


Photo 3-3c: Aerial view of the site.

**Exhibit 3-4: Site 4 Photos (380 S. Placentia Ave.)**



Photo 3-4a: Looking north from the BNSF rail line toward the site.

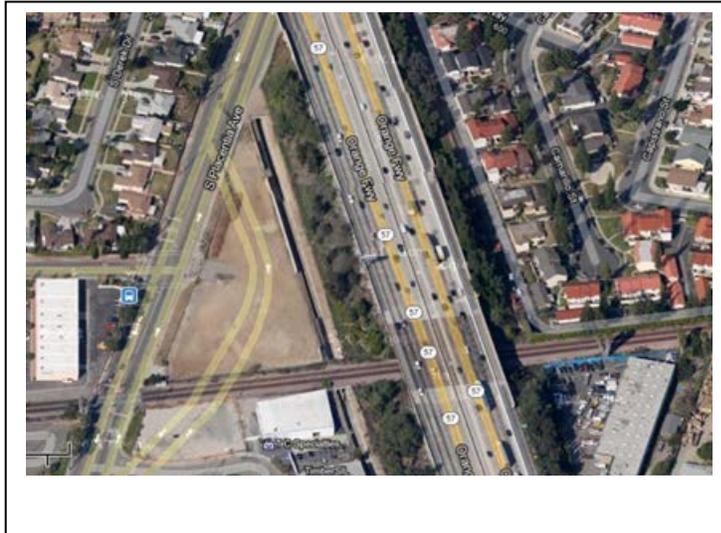


Photo 3-4b: Aerial view of the site.

Exhibit 3-5: Site 5 Photos (500 W. La Jolla St.)



Photo 3-5a: Looking east along La Jolla St. toward the site.



Photo 3-5b: Looking southeast across La Jolla St. toward the site.

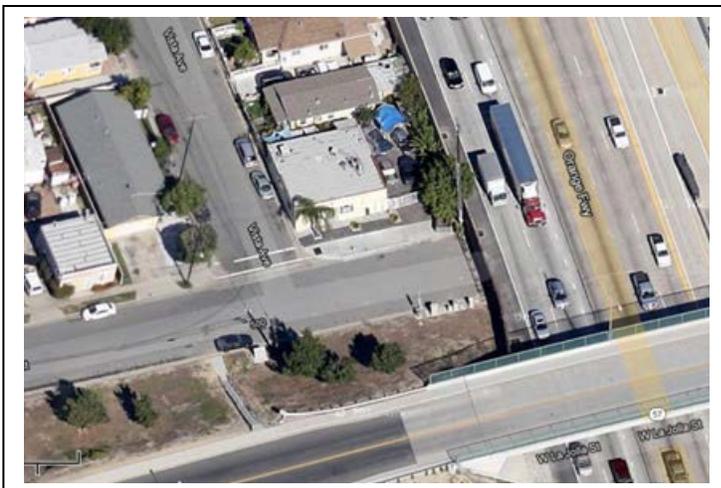
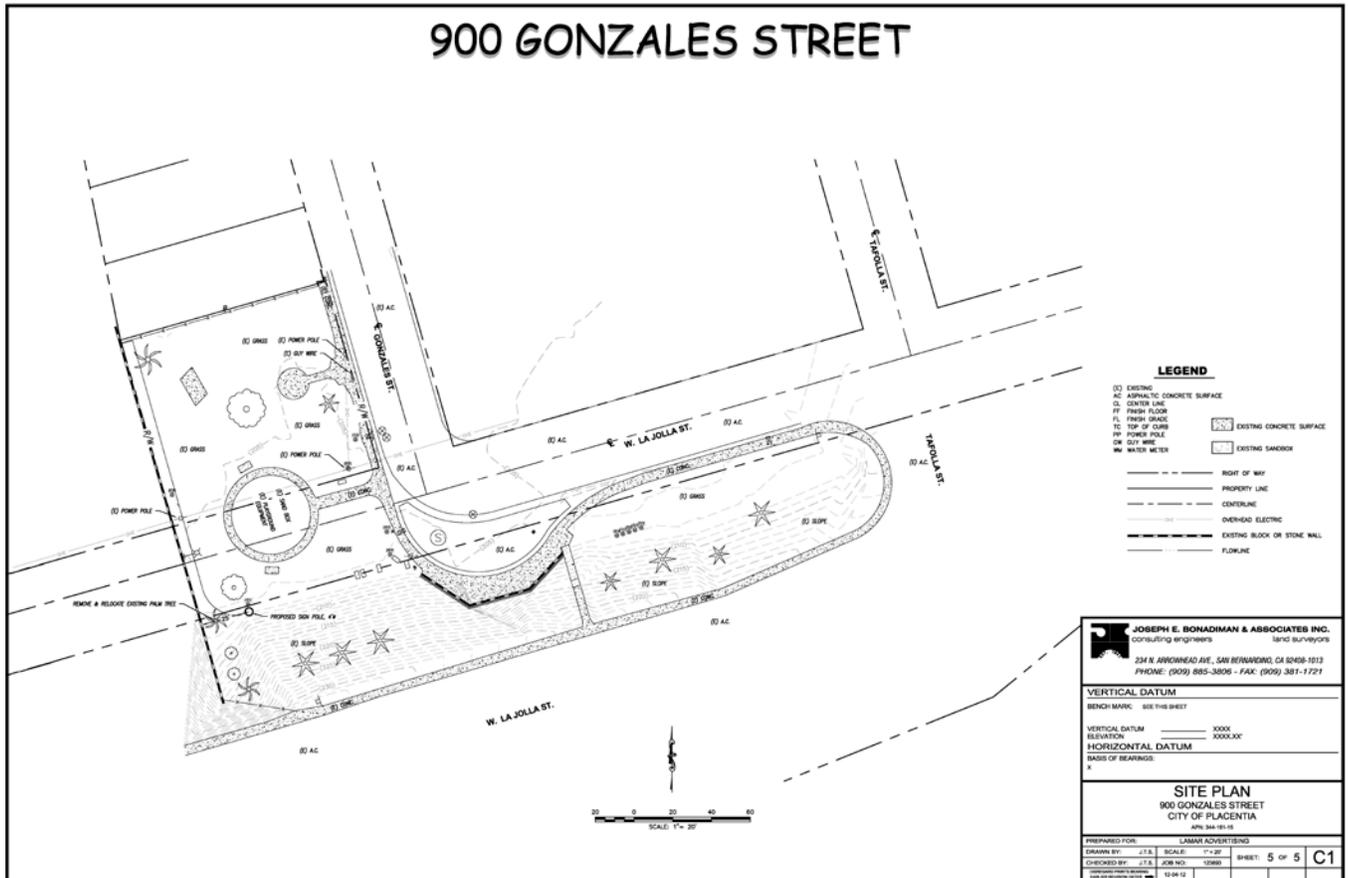


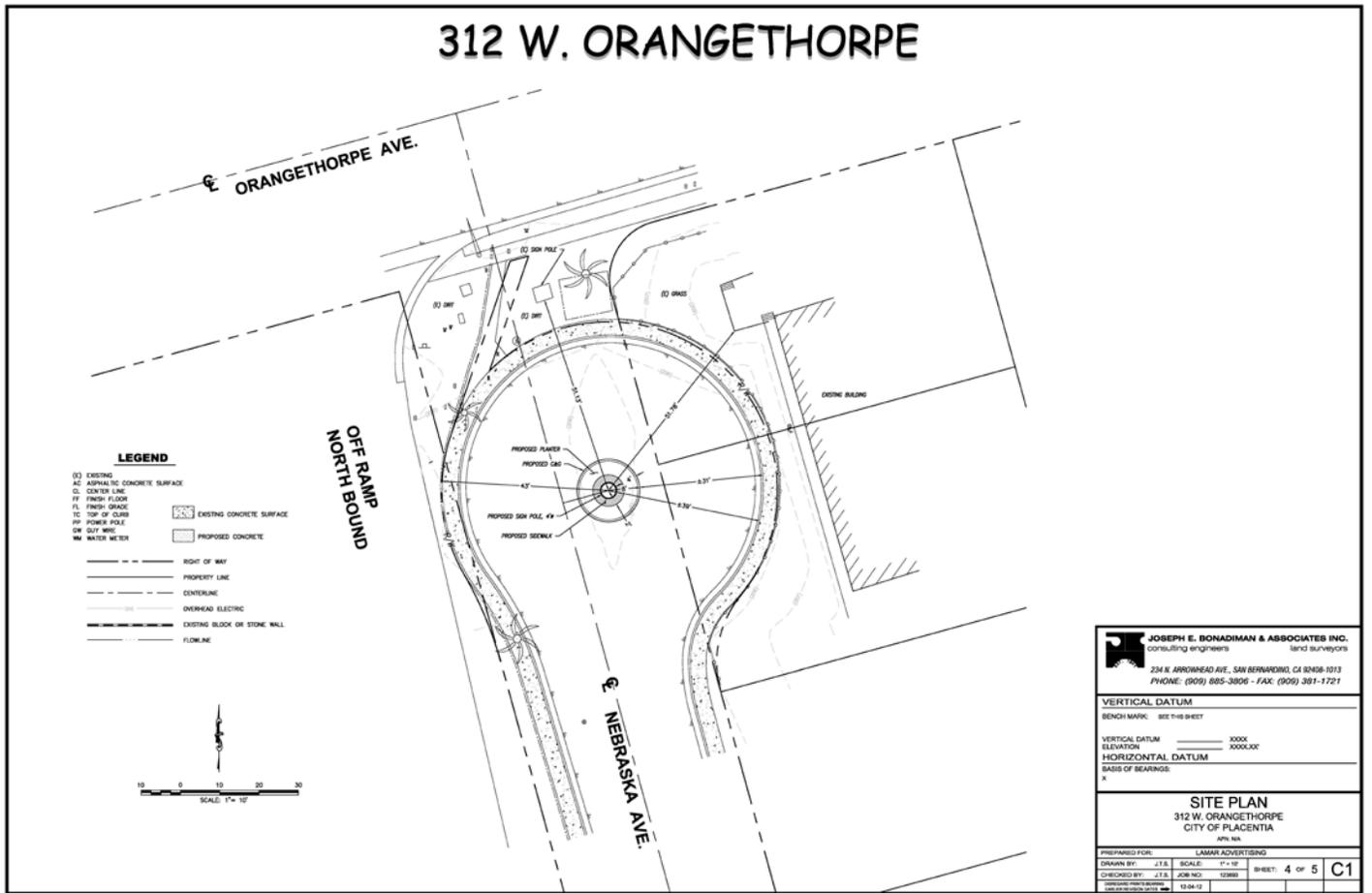
Photo 3-5c: Aerial view of the site.

Exhibit 4-1: Site Plan (Site 1)



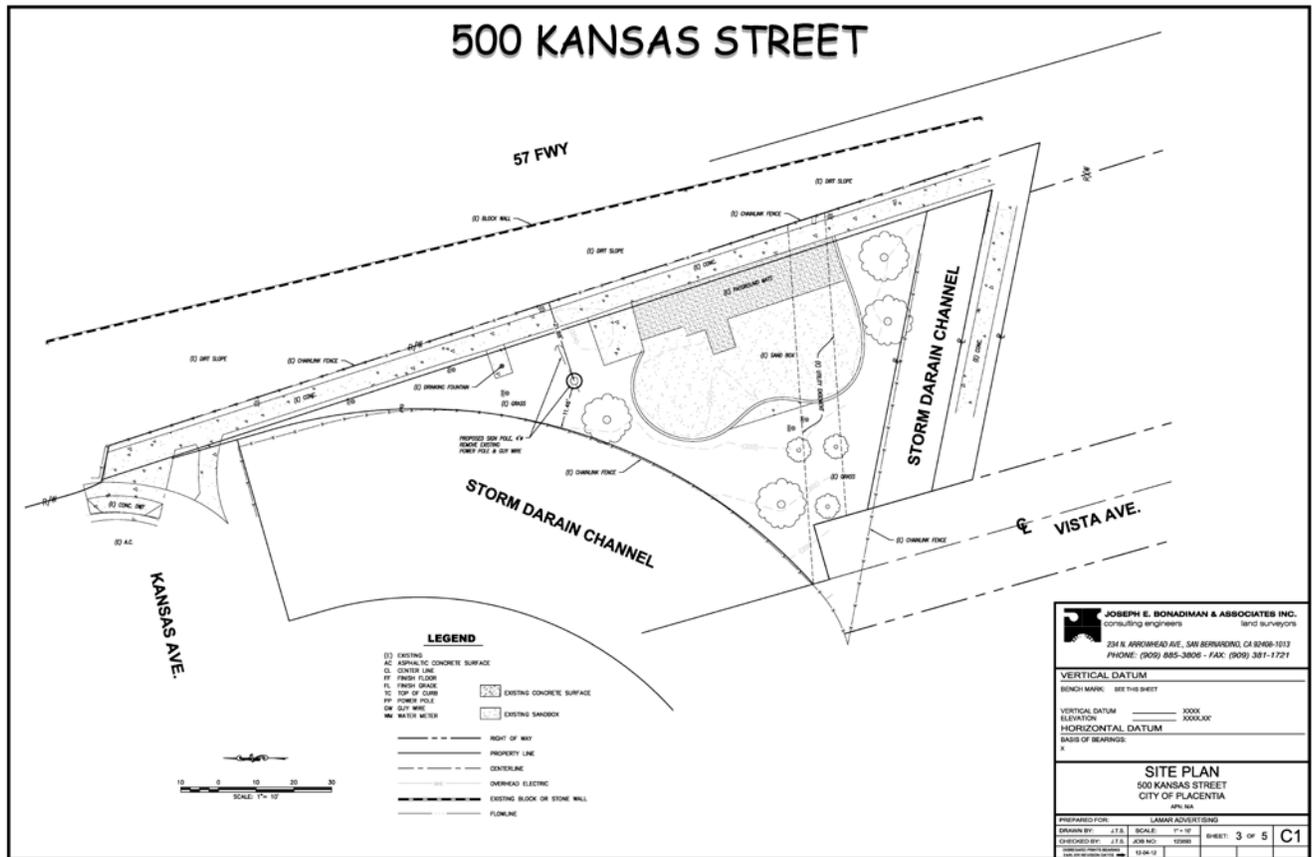
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Exhibit 4-2: Site Plan (Site 2)



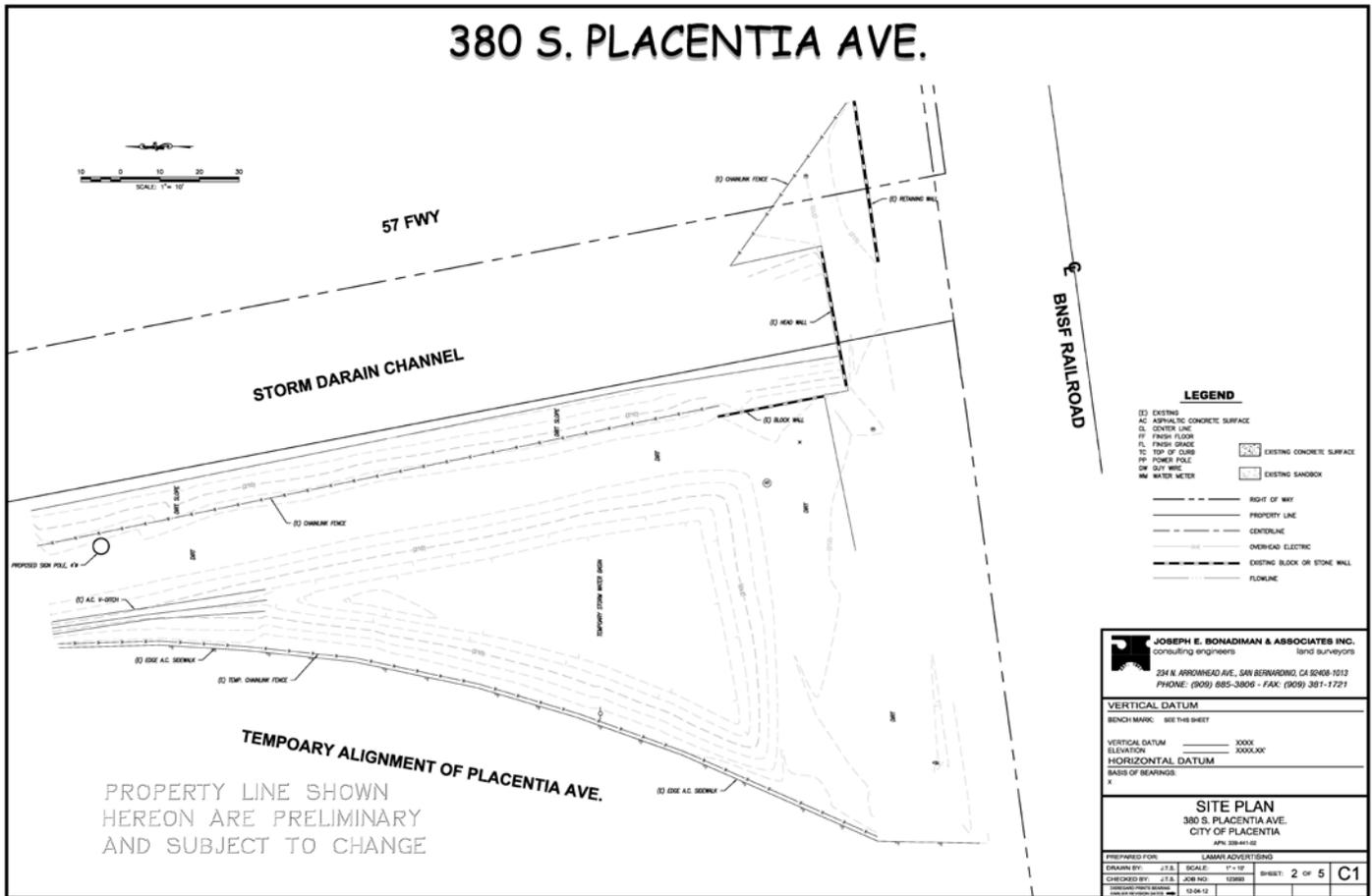
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Exhibit 4-3: Site Plan (Site 3)



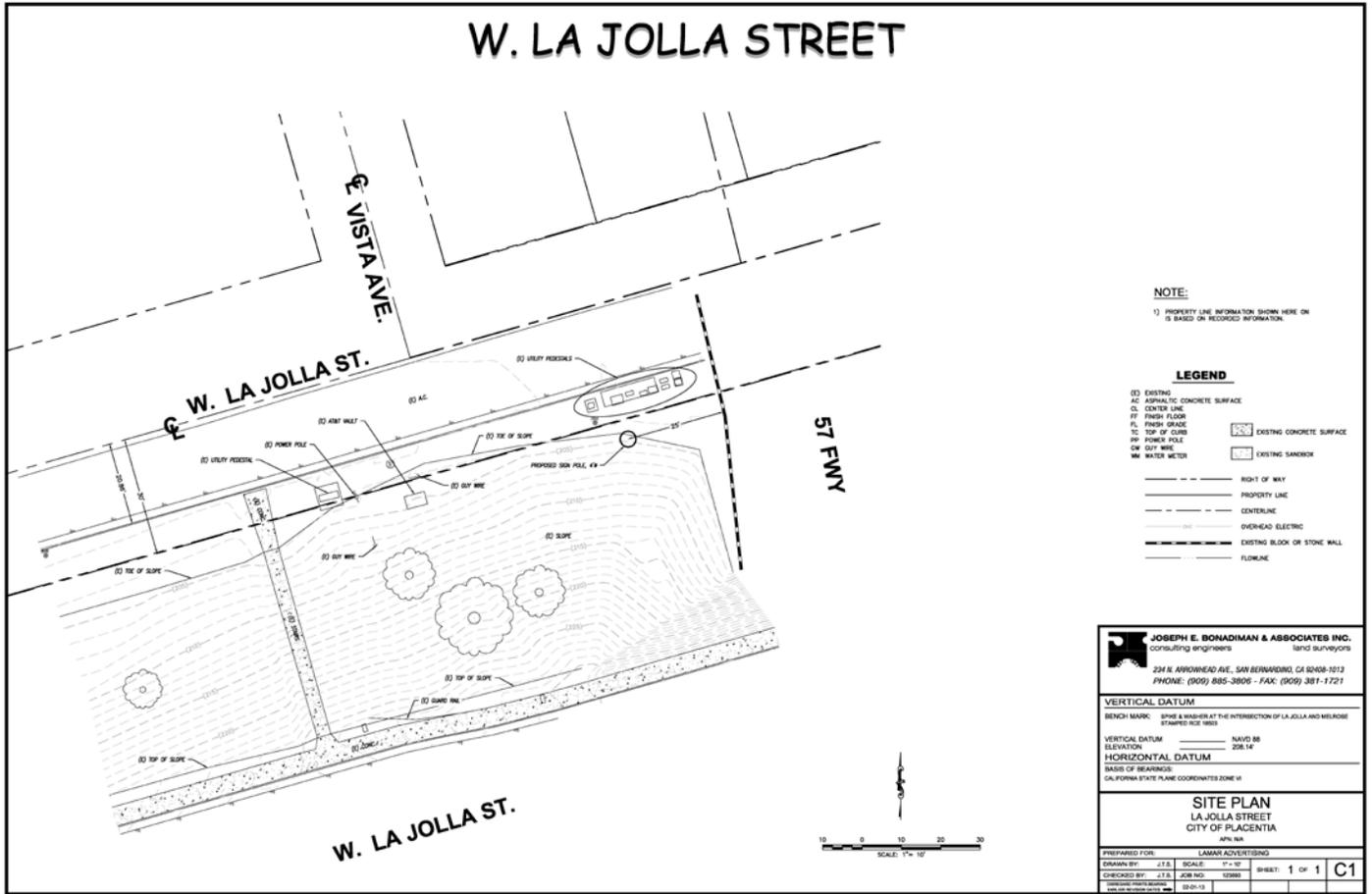
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Exhibit 4-4: Site Plan (Site 4)



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Exhibit 4-5: Site Plan (Site 5)



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