

**Jomsky, Mark**

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**From:** Wilson, Andy  
**Sent:** Monday, July 23, 2018 10:17 AM  
**To:** Christine Fedukowski  
**Cc:** Thyret, Pam; Jomsky, Mark  
**Subject:** Re: Crown City Medical Building - Call Up of July 10, 2018 Design Commission review of Application for Consolidated Review

adding mark for public record

mark -will chris be able to speak on the matter if she submits a card?

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Andy Wilson  
Councilmember  
City of Pasadena  
District 7  
[awilson@cityofpasadena.net](mailto:awilson@cityofpasadena.net)

On Jul 23, 2018, at 9:41 AM, Christine Fedukowski <[cfedukowski@gmail.com](mailto:cfedukowski@gmail.com)> wrote:

Andy -

A quick follow up to our discussion on Thursday to clarify DPNA concerns with the July 10, 2018 Design Commission hearing.

As we discussed, we had concerns about both process and findings. After listening to the audio and re-reading the staff report, regarding process we see staff clarified that it intended this to be a de novo hearing, not an extension. However, the same fundamental issues remain:

**#1.** First, we feel that a **Consolidated Design Review was not appropriate** for a project of this strategic importance (location) and size. Typically consolidated design review is conducted for projects that are (1) smaller in scale, (2) overwhelmingly consistent with all land use and design-related policies, goals and regulations, and (3) are not controversial.

- A key concern is the staff finding that the project complies with design policies, rules and regulations. This is not true. In particular, **the project does not comply with the Playhouse District Concept Plan for Streetscapes, Walkways and Alleys**, which requires **an inter-related grid of pedestrian-oriented paseos**, adjacent to green space or courtyards suitable for outdoor dining or small scale retail.

**#2.** Second, we feel that although staff characterized the July 10, 2018 hearing as a de novo hearing for Application for Consolidated Design Review, this was not a de novo hearing as required by the Zoning Code.

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- **The staff report, and design commission deliberations, relied on findings of a previous design commission review** to influence what should have been a “de novo” review of all materials, issues, etc. Neither design commission nor public had the benefit of a presentation of a complete set of project schematics, renderings, drawings, descriptions, and opportunity for full discussion and review of these materials.
- In essence, this “Consolidated Review,” reviewed neither basic project design (done in Concept Review) or design details (done in Final Review). So, was this even a consolidated review? And, although staff stated this was a de novo hearing, its presentation and design commission discussion/review appeared like a request for an extension or previously granted approvals.

The development of this parcel is a great opportunity for the Playhouse District, and therefore the city. *But it must be done right.*

Thanks, again for your time and consideration.

Chris

PS: Since we spoke last Thursday, DPNA gave its unanimous support for city council review of this Design Commission decision.

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CHRISTINE FEDUKOWSKI || DOWNTONW PASADENA NEIGHBORHOOD ASSOCIATION  
601 E. Del Mar Blvd #408, Pasadena, CA 91101  
PHONE: 626.792.6246 | MOBILE: 415.310.0385

## Jomsky, Mark

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**From:** Richard McDonald <rmcdonald@carlsonnicholas.com>  
**Sent:** Friday, July 20, 2018 6:54 PM  
**To:** Jomsky, Mark  
**Subject:** Agenda Item 18  
**Attachments:** doc02168320180524111534.pdf; doc04638220171129140332 (002).pdf

Mark – Please provide a copy of this e-mail to the Mayor and City Council.

Dear Mayor Tornek and Honorable City Councilmembers:

We understand that Councilmember Wilson has called-up the Consolidated Design approval by the Design Commission for the proposed medical office building at 550 E. Colorado Blvd. We ask that you not call it up for several initial reasons.

First, the CUP for the project was required because of the size of the building and approved in the mid-2000's before the entitlements lapsed as a result of the Great Recession. The project is otherwise code complaint and has no variances.

Second, the project was resurrected and approved in 2013 and twice extended in 2016 and 2017. As shown on the attached letter from the Building Official, the current deadline to pull building permits is August 6, and the applicant has been working diligently through the City's plan check process so that it can pull them next week. Calling the project up for a hearing in late August would thus cost the applicant its zoning entitlements and kill the project.

Third, one of the reasons for the delay associated with plan check was the City's request for us to work with them on a Parking Agreement that relocated the public parking for the project and the parking at the El Molino/Union Street City lot to the applicant's existing garage on South Oakland to better support the Playhouse District and to create a public park. Calling up the project thus would not only kill the project but the Parking Agreement, which is dependent on approval of the project plans.

Third, the project was heard by the Design Commission multiple times in 2015 as part of its Concept and Final design review approvals. The Design Commission imposed numerous conditions of approval to address the Appellant's concerns about the use of the alley. For example, the Design Commission required a staircase to the 2d floor open space area so that the public could access it directly from the alley, and a more direct line of access from Colorado Blvd. to it. Most recently, Condition No. 12 was imposed along with additional lighting requirement to enhance pedestrian accessibility to the alley. All of the Appellant's concerns, therefore, have been addressed.

Fourth, and lastly, to the extent the Appellants do not want the alley used for ingress and egress, there are no other ways to access a parking garage. City policy prohibits any curb cut on Colorado Blvd., and the distance along Madison Avenue from Colorado Blvd. to the alley is too short to allow another curb cut. Hence, DOT's requirement that we widen the alley by 3 feet to make it more pedestrian friendly and usable for ingress and egress into the parking garage.

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We will be in attendance Monday night to explain more of the background of the project, to respond to the Appellant's points, and to answer any questions. But, please keep these points in mind and feel free to contact me directly if you have any questions. Thank you.

Richard A. McDonald, Esq.  
Carlson & Nicholas, LLP  
301 E. Colorado Blvd., Suite 320  
Pasadena, CA 91101  
Office Telephone: (626) 356 - 4801  
Cell Telephone: (626) 487 - 6713

Email: [RMcDonald@CarlsonNicholas.com](mailto:RMcDonald@CarlsonNicholas.com)  
Website: [www.CarlsonNicholas.com](http://www.CarlsonNicholas.com)



**PLANNING & COMMUNITY DEVELOPMENT  
BUILDING & SAFETY DIVISION**

5/24/2018

M GABAE  
PO BOX 5357  
BEVERLY HILLS, CA 90209

RE: Plancheck Extension - 550 E COLORADO BLVD VACANT LOT  
BLD2016-00703

Attn: M GABAE

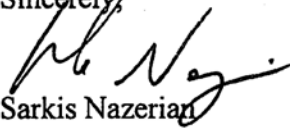
The City of Pasadena Building Division has received your request for a plancheck extension for the above referenced permit(s).

After reviewing your request, it has been determined that your request for an extension based on your circumstances can only be granted until **Monday, August 6, 2018**. Keep in mind that you must obtain all approvals and pull the building permit before the new expiration date.

Please note that you must obtain your permits by **Monday, August 6, 2018**. If permits are not obtained by **Monday, August 6, 2018**, plan check will expire and you will have to recommence the plan check process over from the beginning and obtain all approvals, pay new fees, and comply with current codes.

If you have any questions, please feel free to contact our office at (626) 744-7087.

Sincerely,

  
Sarkis Nazerian  
Building Official

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made on this <sup>22, 842</sup> ~~3rd~~ <sup>November</sup> day of ~~July~~ 2017 (the "Effective Date"), by and between Greenoak Investments, LLC ("Licensor"), and The City of Pasadena, a municipal corporation ("City" or "Licensee").

RECITALS

- A. Licensor is the owner of a two story commercial office building located at 521 - 561 E. Green Street, Pasadena, California 91101 ("Green Street Building") and a ten story office building located at 532 E. Colorado Blvd., Pasadena, CA 91101 ("Colorado Building")
- B. Licensor also is the owner of the multilevel parking structure consisting of the real property and improvements located 40 S. Oakland Avenue, Pasadena, CA 91101 (the "Parking Structure"). Parking spaces contained in the Parking Structure currently service tenant parking requirements in the Green Street Building and the Colorado Building.
- C. On July 24, 2013, Licensee also approved Licensor's application to build a four (4) story medical building known as Crown City Medical Center ("Crown City Project") (CUP #5407) at 555 East Colorado Boulevard. Said approval is subject to the Conditions of Approval contained therein and made a part thereof, including but not limited to the construction of five levels of subterranean parking to service the parking requirements of the Crown City Project.
- D. In addition, the Conditions of Approval require Licensor, among other things, as developer of the Crown City Project, to provide a minimum of eighty six (86) public parking stalls that are to be located on the top three levels of the subterranean parking.
- E. The City, as of the Effective Date of this Agreement, has ninety one (91) reserved public parking stalls at the El Molino Parking Lot located at 88 N. El Molino, Pasadena CA that it wishes to move to Licensor's Parking Structure.

NOW for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- F. The City hereby designates the 91 Parking spaces located at 88 N. El Molino, Pasadena as Parking Entitlement Spaces, and shall have the right to relocate them to the Parking Structure at 40 S. Oakland Avenue. Said 91 parking spaces shall be

available for public parking during the nighttime hours of 6:00 p.m. to 2:00 a.m., and on Saturday and Sundays during the daytime hours of 6:00 a.m. to 6:00 p.m., at market rate. In the event the spaces are moved to the Parking Structure Landlord shall have the reasonable right of approval as to their location within the Parking Structure, and the spaces shall be clearly identified as public parking during the hours set-forth above..

G. The City hereby agrees that the 86 public parking spaces required to be located on the top three levels of the Crown City Project can be moved to the Parking Structure at 40 N. Oakland Avenue subject to the following conditions:

1. Eighty-six (86) of the parking spaces shall be available for public parking at market rate. These spaces shall not be used by employees of the building. The spaces shall be clearly identified and separate from the parking for the employees of the office uses. Public parking may be located on not more than three consecutive levels of the parking structure. Their specific locations shall be reviewed and approved by the Zoning Administrator prior to issuance of a building permit related to CUP #5407.
2. The site shall include identification and/or way-finding signage to advertise the availability and location of the public parking spaces on the property for both pedestrians and motorists. The signage shall be directed at both pedestrians and motorists. The signage shall be reviewed and approved by the Zoning Administrator and the Department of Transportation prior to the issuance of a Certificate of Occupancy with regard to CUP #5407.
3. The City may post way-finding signage directing motorists to the commercial public parking on the site.
4. The City and Playhouse District Association may advertise the public parking in written publications or on its websites.
5. Businesses located within the Playhouse district may purchase validation for parking at market rate.
6. Monthly passes, or other forms of reserved spaces, shall not exceed 50 percent of the 86 parking spaces.
7. The public parking spaces shall be available for public use, at minimum: 6:00 a.m. to midnight, Monday through Thursday; and 6:00 a.m. to 2:00 a.m., Friday through Sunday. The available hours for public parking shall be applicable for the first six (6) months of operation. Within 30 days of the conclusion of the initial six (6) month period of operation, the parties hereto shall, in good faith, convene either in-person or electronically within fifteen (15) days of the expiration of the six (6) month period and discuss the demand versus availability of such public parking spaces for both normal and

extended hours and determine if such hours of availability are necessary and viable and what, if any, changes should be made to the hours such public parking spaces are available. The hours of availability for the public parking spaces may be adjusted at such time (and at reasonable intervals thereafter) upon the mutual reasonable agreement of the parties hereto. Licensee reserves the right to conduct and pay for a parking study that will review additional shared parking alternatives and Licensee's parking requirements may be revised accordingly.

8. Subject to the provisions of this Agreement, at such time as a parking credit program is adopted by the City for this area, the property owner shall make the 86 public parking spaces available for inclusion into this program.
- H. The Licensee, at its sole cost and expense, may provide ingress and egress access to the public parking spaces on Madison Avenue. All costs and expenses associated with any ingress/egress modifications made to the Parking Structure of any kind shall be paid for by the Licensee or Licensee shall make provisions for the payment of such costs and expenses before any such modifications are commenced. Licensor shall have the right to approve any such modifications, in writing, within ten (10) days of written submittal of plans describing in detail the scope of work necessary to complete such modifications.
  - I. Notwithstanding anything to the contrary contained in this Agreement, the City and Licensor agree that in the event the parking requirements as described in those tenant leases of tenants occupying the Colorado Building or the Green Street Building increase to a point whereby the Parking Structure is unable to accommodate such parking requirements *and* to comply with the provisions of this Agreement, then the Additional City Parking spaces located in the Parking Structure shall be reduced on a one-for-one basis to accommodate such need.
  - J. The City and Licensor further agree to modify the Conditions of Approval for CUP#5407 administratively by reducing the number of required subterranean parking levels from five levels to four levels.
  - K. The rights granted hereby to Licensor and Licensor's successors and assigns shall apply solely for the benefit of the Crown City Project and shall be non-transferable to any other property or use. The Licensor shall provide written notice to the City of any anticipated assignment of its rights and obligations under this Agreement at least sixty (60) days prior to the effective date of any such assignment. The City shall not assign any rights granted by this Agreement or any interest herein without Owner's prior written consent, which consent may be withheld in its sole and absolute discretion provided however that (i) in the event this Agreement is assigned to an entity directly associated with City or that purchases substantially all of City's assets, then such consent shall not be unreasonably withheld, delayed or conditioned and (ii) an assignment to an entity controlled by City, such assignment shall be permitted without further consent.



- L. Subject to the provisions of this Agreement, the "Term" of this Agreement shall commence as of the Effective Date and, terminate on the date that is sixty (60) months thereafter. The license and permissions conferred herein shall in no manner constitute an easement or encumbrance against the Parking Structure. Provided the City shall not be in default under the terms and conditions of this Agreement beyond any applicable cure period, the City shall have the right to extend the Term of this Agreement for three (3) additional periods of sixty (60) months each by providing written notice to Owner of its intention to exercise such option to extend the Term no earlier than one hundred and eighty (180) days prior to the expiration of the Term (as extended as the case may be) but in no event later than ninety (90) prior to such expiration. Notwithstanding the foregoing, and except for provisions of this Agreement that shall survive expiration of the Term, the Agreement shall in no event remain in effect beyond the date that is twenty (20) years after the Effective Date. Furthermore this Agreement shall terminate of its own accord without the necessity of further instruction on the date that is (a) four (4) months after continuous non-use of the Parking Structure by the City or (b) upon City's default under this Agreement and the expiration of any cure period granted to City and City's failure to cure same. The City and Licensor further agree to modify the Conditions of Approval by reducing the number of required subterranean parking levels from five levels to four levels and both the City and Owner agree and acknowledge that the effectiveness of this agreement is strictly subject to the City's good faith efforts to approved the plans for the Parking Structure and the Crown City Project including any modifications or revisions thereof ("Plans") and in the event the City shall fail in its good faith efforts to approve any aspect of the Plans within the timeframes prescribed under the Conditions of Approval, then this Agreement shall immediately terminate of its own accord without the necessity of further instruction and the parties hereto shall have no further obligation to one another other than those obligations that specifically survive the expiration or earlier termination of this Agreement.
- M. Notwithstanding any other provisions of this Agreement to the contrary, this Agreement shall terminate if Owner gives written notice to City of any of the following events and City fails to cure such event within sixty (60) days of receipt of notice: (a) a material default by City under this Agreement, (b) the City fails to obtain or maintain insurance as required by this Agreement or (c) fails to provide to Owner proof of Insurance.
- N. Owner expressly reserves for itself, its successors and its assigns the right to use or to grant easements or other licenses at the same location provided such uses do not unreasonably interfere with the rights granted herein or prevent City from exercising its rights under this Agreement.
- O. Each party warrants and represents that each person executing this Agreement is duly empowered and authorized to do so.
- P. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Q. All written notices and demands of any kind which either party may be required or may desire to serve on the other in connection with this Agreement may be served by personal service or by registered or certified mail. Any such notice or demands served by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the party to be served and delivered to the party as follows: If to City:

Pasadena City Hall  
City Manager's Department  
Room 228  
100 N. Garfield Ave.  
Pasadena, CA 91109  
Attention: City Manager

with a copy to:  
Pasadena City Hall  
City Manager's Department  
Room 228  
100 N. Garfield Ave.  
Pasadena, CA 91109  
Attention: Economic Development Division

If to the Owner


with a copy to:

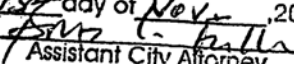
IN WITNESS WHEREOF, the Parties hereby execute and enter this Agreement as of the date herein first written above.


DATED 11.15, 2017

  
By: STEVE MERMELL  
City Manager

DATED November 3rd, 2017

  
By: GREENOAKS INVESTMENTS  
By SANCAM INC.  
ITS MANAGING MEMBER  
By: MARK GARBAY  
OR PRESIDENT

APPROVED AS TO FORM:  
This 15th day of Nov, 2017  
By:   
Assistant City Attorney

ATTEST:  
  
MARK ZOMSKY, CMC  
CITY CLERK