



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

June 10, 2024

Justin Mahramas
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071

**Re: Conditional Use Permit #7114
55 S. Grand Avenue
Council District #6**

ZENT2023-00033

Dear Mr. Mahramas:

The application for a **Conditional Use Permit #7114** at **55 South Grand Avenue** was considered by the Hearing Officer on **June 5, 2024**.

CONDITIONAL USE PERMIT: Conditional Use Permit: To establish a Clubs, Lodges, Private Meeting Hall land use within an existing building (Maxwell House).

After careful consideration of this application, and with full knowledge of the property and vicinity, the Hearing Officer made the findings as shown on Attachment A to this letter. Based upon these findings, it was decided by the Hearing Officer that the **Conditional Use Permit** be **approved** with the findings in Attachment A and in accordance with approved plans stamped **June 5, 2024**.

In accordance with Section 17.64.040 (Time Limits and Extensions) of the Pasadena Municipal Code the exercise of the right granted under this application must be commenced within three years of the effective date of the approval, unless otherwise specified in the conditions of approval. This approval is eligible for two one-year extensions. Each one-year extension is required to be reviewed and approved by the Hearing Officer at a noticed public hearing. In order for a project to be eligible for a time extension, the applicant is required to submit the required fee and time extension application to the Permit Center prior to the expiration date of the land use entitlement. The right granted by this approval may be revoked if the entitlement is exercised contrary to the conditions of approval or if it is exercised in violation of the Zoning Code.

You are hereby notified that, pursuant to Pasadena Municipal Code Chapter 17.72 (Appeals), any person affected or aggrieved by the decision of the Hearing Officer has the right to appeal this decision within **ten days (June 17, 2024)**. The effective date of this case will be **June 18, 2024**. Prior to such effective date, a member of the City Council or Planning Commission may request that it be called for review to the Board of Zoning Appeals. However, if there is a request for a call for review, the appeal period will continue to run. If the tenth day falls on a day when City offices are closed, the appeal deadline shall be extended through the next day when offices are open. The decision becomes effective on the eleventh day from the date of the decision. The regular

Appeal fee is \$1,512.81. The Appeal fee for Non-profit Community-based Organizations is \$756.41.

This project has been determined to be exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code §21080(b)(9); Administrative Code, Title 14, Chapter 3, §15301, Class 1, Existing Facilities) and there are no features that distinguish this project from others in the exempt class and, therefore, there are no unusual circumstances. Section 15301 exempts the operation, permitting, licensing or minor alteration of existing structures where there is negligible or no expansion of use. The Western Justice Center has occupied the historic Maxwell House since 1989. No expansion or alteration of the building or site is proposed with the project. Therefore, there would be no substantial change in the significance of the Maxwell House. The events proposed would be ancillary to the existing office use and constitute a negligible expansion.

For further information regarding this case, please contact **Joseph Weaver** at **(626) 744-3813** or **joweaver@cityofpasadena.net**.

Sincerely,



Paul Novak
Hearing Officer

Enclosure: Attachment A, Attachment B, Attachment C (Site Plan), Exhibit A (Insurance Requirements – Rental of Facilities)

xc: City Manager, City Clerk, City Council, City Council District Liaisons, Planning Commission, Hearing Officer, Building Division, Public Works Department, Design and Historic Preservation Section, Department of Transportation, Department of Water and Power, Fire Department, Code Compliance, Director of Planning and Community Development, Deputy Director of Planning and Community Development, Case File

ATTACHMENT A
SPECIFIC FINDINGS FOR CONDITIONAL USE PERMIT #7114

Conditional Use Permit: To establish a Clubs, Lodges, Private Meeting Hall land use.

1. *The proposed use is allowed with a Conditional Use Permit within the applicable zoning district and complies with all applicable provisions of this Zoning Code.* The subject property is located within the PS-1 (Public and Semi-Public) zoning district. Table 2-7 (Allowed Uses and Permit Requirements for Special Purpose Zoning Districts) of Zoning Code Section 17.26.030 (Special Purpose District Land Uses and Permit Requirements) permits Clubs, Lodges, and Private Meeting Hall land uses that are accessory facilities of a principal use subject to the approval of a Conditional Use Permit. The principal use of the site as administrative offices will remain, and the proposed events will be accessory to the principal use of the site. The proposed operation will comply with applicable provisions of the Zoning Code.
2. *The location of the proposed use complies with the special purposes of this Zoning Code and the purposes of the applicable zoning district.* The PS-1 zoning district is intended to provide a specific base zoning district for large public or semi-public land uses that may not be appropriate in other base zoning districts. These are typically uses operated by public agencies or private entities. The proposed use consists of an event space for weddings, celebrations, and other private events and is classified as a public and semi-public use. As such, the location of the proposed use will comply with the special purposes of the Zoning Code and the purposes of the applicable zoning district.
3. *The proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of any applicable specific plan.* The proposed Clubs, Lodges, and Private Meeting Hall land use is consistent with General Plan Policy 8.9 (Maintenance), 11.1 (Business Expansion and Growth), and 14.1 (Tourism and Hospitality). Policy 8.9 promotes maintenance and upkeep of historic resources to avoid the need for major rehabilitation and to reduce the risk of demolition, loss through fire, deterioration by neglect, or impacts from natural disasters. Policy 11.1 promotes the growth and success of businesses that create new job opportunities and productive and satisfying employment for Pasadena residents. Policy 14.1 encourages the growth of cultural assets and entertainment activities that attract visitors and conventioners. The WJC assumes the responsibility of maintaining, preserving, and restoring the Maxwell House as well as the other historic buildings on the campus. Revenue generated through the proposed events would allow the WJC to continue to maintain the property and offer below market rental rates to other non-profit organizations. The proposed use would offer the historic Maxwell House building as a space for visitors and locals to enjoy. The services of local small businesses and vendors will be utilized for the events, benefiting the local community and contributing toward the success of local businesses. Therefore, the proposed Clubs, Lodges, Private Meeting Hall use is consistent with the General Plan.
4. *The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.* The proposed Clubs, Lodges, and Private Meeting Hall use will operate as an event space for weddings, celebrations, and other private events. A maximum of 28 events per year are proposed which will occur on Saturdays and Sundays between the hours of 9:00 a.m. and 11:00 p.m. No physical or exterior modifications are proposed to the Maxwell House. Residential uses exist to the north and west

of the site as well as to the east across South Grand Avenue. The proposed use will operate in compliance with conditions of approval to minimize any impacts to surrounding uses.

Conditions of approval will ensure that the number of events do not exceed 28 per year and that the primary use of the site will remain as an administrative office. Events occurring in calendar year 2025 and beyond will not occur on consecutive weekends to ensure that events are spaced out and do not occur too frequently. To minimize noise, amplified music will be limited to the interior of the building only. Only acoustic music, soft background music, and use of a microphone for the exchange of vows will be permitted within the outdoor garden patio. All outdoor areas will be limited in use between the hours of 1:00 p.m. and 6:00 p.m. The outdoor garden patio will only be used for ceremonies and the outdoor small patio and oak tree area will only be used for photography. No outdoor music will be permitted after 6:00 p.m. and any indoor amplified music will end by 10:00 p.m. Additionally, a WJC representative will serve as a door monitor to ensure doors remain closed and limit sound from escaping the building to outdoor areas. Windows will also remain closed during events. Compliance with the conditions of approval will limit the amount of noise generated outside which will minimize the noise impact to the surrounding properties.

To address safety and security, security personnel will be required to be present during events that serve alcohol or exceed 125 people to mitigate any possible disturbances. The project will be required to comply with applicable requirements of the Fire Department, as conditioned. Lastly, parking for the proposed use will be provided within a parking lot located at 116 South Grand Avenue as to not impact surrounding uses. A WJC representative will be present at the front of the Maxwell House at the time guests arrive and depart to ensure they are parking within the designated lot. As conditioned, the establishment of the proposed use will not be detrimental to the health, safety, and general welfare of those in the immediate area.

5. *The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.* The proposed Clubs, Lodges, and Private Meeting Hall will operate within an existing building (Maxwell House) and will be operated in accordance with the conditions of approval and City ordinances to ensure the compatibility of this use with surrounding uses. No physical or exterior modifications are proposed to the Maxwell House. Amplified music will be limited to the interior of the building and only acoustic or soft background music will be permitted outside within the garden patio. No outdoor music will be permitted after 6:00 p.m. and any indoor amplified music will end by 10:00 p.m. Additionally, the project will be conditioned to comply with the City's Noise Restrictions Ordinance. Further, security will be required to be provided for events that serve alcohol or exceed 125 people to mitigate any possible disturbances. Lastly, parking for the proposed use will be provided within a parking lot located at 116 South Grand Avenue as to not impact surrounding uses. As conditioned, the use will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.
6. *The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity in terms of aesthetic values, character, scale, and view protection.* The proposed Clubs, Lodges, and Private Meeting Hall use will operate as an event space for weddings, celebrations, and other private events. No physical or exterior modifications are proposed to the Maxwell House as part of this Conditional Use Permit. The proposed use is consistent with the purpose of the PS-1 zoning district, which is intended to provide a specific base zoning district for large public or semi-

public land uses that may not be appropriate in other base zoning districts. As conditioned, the use will be compatible with existing and future land uses.

ATTACHMENT B
CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #7114

The applicant or successor in interest shall meet the following conditions:

General

1. The proposed Clubs, Lodges, Private Meeting Hall use shall substantially conform to the floor plan submitted with this application and dated "Approved at Hearing June 5, 2024", except as modified herein.
2. The right granted under this application must be enacted within 36 months from the effective date of approval. It shall expire and become void unless an extension of time is approved in compliance with Section 17.64.040.C of the Zoning Code.
3. The approval of this application authorizes the establishment of a Clubs, Lodges, Private Meeting Hall land use within the Maxwell House (55 South Grand Avenue) and adjacent outdoor patio areas. Events associated with this use shall be confined to the areas shown on the approved floor plan.
4. The Zoning Administrator, at any time, can call for a review of the approved conditions at a duly noticed public hearing. These conditions may be modified, or new conditions added, to reduce any impacts of the use. The Hearing Officer may revoke the Conditional Use Permit if sufficient cause is given.
5. Any change to these conditions of approval or expansion of the use shall require the modification of this Conditional Use Permit or a new Conditional Use Permit.
6. The applicant shall meet the applicable code requirements of all other City departments including the Building and Safety Division and the Fire Department.
7. The final decision letter and conditions of approval shall be incorporated in the building plans as part of the building plan check process, if applicable.
8. The proposed project, Activity Number **ZENT2023-00033**, is subject to Condition Monitoring. A Final Zoning Inspection may be required for the project prior to the issuance of a Certificate of Occupancy or its equivalent. Contact the Planning Case Manager, Joseph Weaver at (626) 744-3813 to schedule an inspection appointment time.

Planning Division

9. The conditions of approval included in this Conditional Use Permit shall be in addition to the conditions of approval of Conditional Use Permits #2423, #4270, and #5419.
10. This Conditional Use Permit allows a maximum of 28 events per calendar year. These events include weddings, celebrations, and similar life celebration events. These events are not associated with the Western Justice Center primary business activities.
11. Events in calendar year 2025 and beyond shall not occur on consecutive weekends.

12. Events in calendar year 2025 and beyond shall not exceed the number of events per month or weekends per month as identified in the table below. Events shall occur throughout no more than 14 weekends per calendar year. The schedule of events for a calendar year can be altered by rescheduling two events in September to one weekend in August, resulting in the same number of events and same number of weekends in a year.

Month	Number of Weekends	Number of Weddings
January	0	0
February	1	2
March	2	4
April	2	4
May	1	2
June	1	2
July	1	2
August	0	0
September	2	4
October	2	4
November	1	2
December	1	2
TOTAL	14 Weekends	28 Weddings

- 13. The events shall only take place on Saturdays and Sundays between the hours of 9:00 a.m. and 11:00 p.m.
- 14. Set up shall not occur before 9:00 a.m. on the day of an event. Clean up of trash and debris may occur after event but no later than 11:00 p.m. Removal of equipment shall occur the day after an event during business hours, to avoid noise late at night.
- 15. The administrative office use and associated activities shall remain as the primary use of the site.
- 16. At no time shall the administrative office use operate at the same time as the events.
- 17. The events shall not be open to the general public and shall only be open to invited guests of private events in addition to Western Justice Center staff, security, and vendors.
- 18. The outdoor garden patio shall only be used for wedding ceremonies. The outdoor small patio and oak tree area shall only be used for photography. No reception is allowed within any outdoor area.
- 19. Use of the outdoor garden patio, outdoor small patio, and oak tree area shall be limited to a maximum three-hour period between the hours of 1:00 p.m. and 6:00 p.m.
- 20. A minimum of 37 parking spaces for the use shall be provided within the parking lot at 116 South Grand Avenue. The applicant shall obtain authorization from the United States Court of Appeals for the use of the parking lot prior to each event. Copies of these documentations shall be provided to any City representative upon request.
- 21. The applicant shall notify the United States Court of Appeals located at 125 South Grand Avenue prior to large events exceeding 125 people. Proof of notification shall be provided to the City upon request.

22. The applicant shall maintain a record of the number of attendees for each event which shall be made available upon request of the Zoning Administrator. The majority of events (over 50%) per calendar year shall have a maximum attendance of 125 people. The maximum number of people for any event shall not exceed 175 people.
23. The number of attendants for each event shall meet all occupancy requirements (Fire Department, Building and Safety Division, and general health and safety) for the subject site or 175 people, whichever is less.
24. The applicant shall maintain a public website which includes a schedule of events along with a contact person and phone number for any questions or concerns during these events. The schedule of events shall contain information of each event including proposed dates and hours. Other methods of notification may be accepted to the satisfaction of the Zoning Administrator.
25. For events where alcohol is served or that exceed 125 people, security shall be provided to supervise the event and ensure compliance with alcohol restrictions. The security shall be easily identifiable (e.g. clothing, vest, etc.).
26. A Western Justice Center representative shall be in attendance at each event.
27. A Western Justice Center representative shall be present at the front of the Maxwell House during the arrival and departure of guests to ensure that they park in the designated lot.
28. A Western Justice Center representative shall be present to serve as door monitor to limit noise from escaping the building into the outdoor areas by ensuring that doors remain closed to the maximum extent feasible. All windows shall remain closed during events.
29. Amplified music shall be limited to indoor areas only and shall be prohibited after 10:00 p.m.
30. Only acoustic music and soft background music is permitted in the outdoor garden patio. A microphone may be used for the exchange of vows during ceremonies. Any speakers used outside shall face to the east away from the rear property line.
31. Any outdoor music or use of microphone shall cease by 6:00 p.m.
32. All sound (voices, music, etc.) from the events shall comply with the City's Noise Restrictions Ordinance (Pasadena Municipal Code Chapter 9.36).
33. The sale and consumption of alcohol shall be in compliance with the California Department of Alcoholic Beverage Control regulations and all applicable licenses for each event.
34. The sale and consumption of alcohol shall be limited to on-site only. Off-site sale and consumption of alcohol shall be prohibited at all times.
35. The applicant shall procure and maintain all minimum insurance coverages required by City's current document entitled, "Insurance Requirements – Rental of Facilities" (attached hereto as Exhibit A and incorporated herein by this reference) and adhere to all other requirements in said document.

36. The site, street, sidewalk and immediate vicinity shall be kept clean of trash and debris at all times.
37. The activities associated with the use shall not disrupt or obstruct any vehicular or pedestrian traffic in the vicinity.

Fire

38. GOVERNING CODES:

- Comply with the current edition of the California Fire Code and referenced NFPA standards and the Pasadena Municipal Code

39. FIRE AND LIFE SAFETY PROTECTION SYSTEMS:

- Any Fire and Life Safety Protection Systems existing on the property, including but not limited to fire sprinklers, fire alarms, hood extinguishing systems, private fire hydrants, radio coverage systems, etc. shall be maintained in accordance with the California Fire Code and referenced NFPA Standards.

40. EGRESS and ACCESS

- Means of egress shall be maintained unobstructed.
- Fire Department access shall be maintained.

41. PERMITS

- Individual special event permits may be required for each event. Check with Supervising Fire Inspector Jose Enriquez at jenriquez@cityofpasadena.net at least three weeks before any event for a determination on whether a special event permit is required from the fire department in addition to any other special permits such as candle or tent permits.

ATTACHMENT C SITE AND FLOOR PLAN

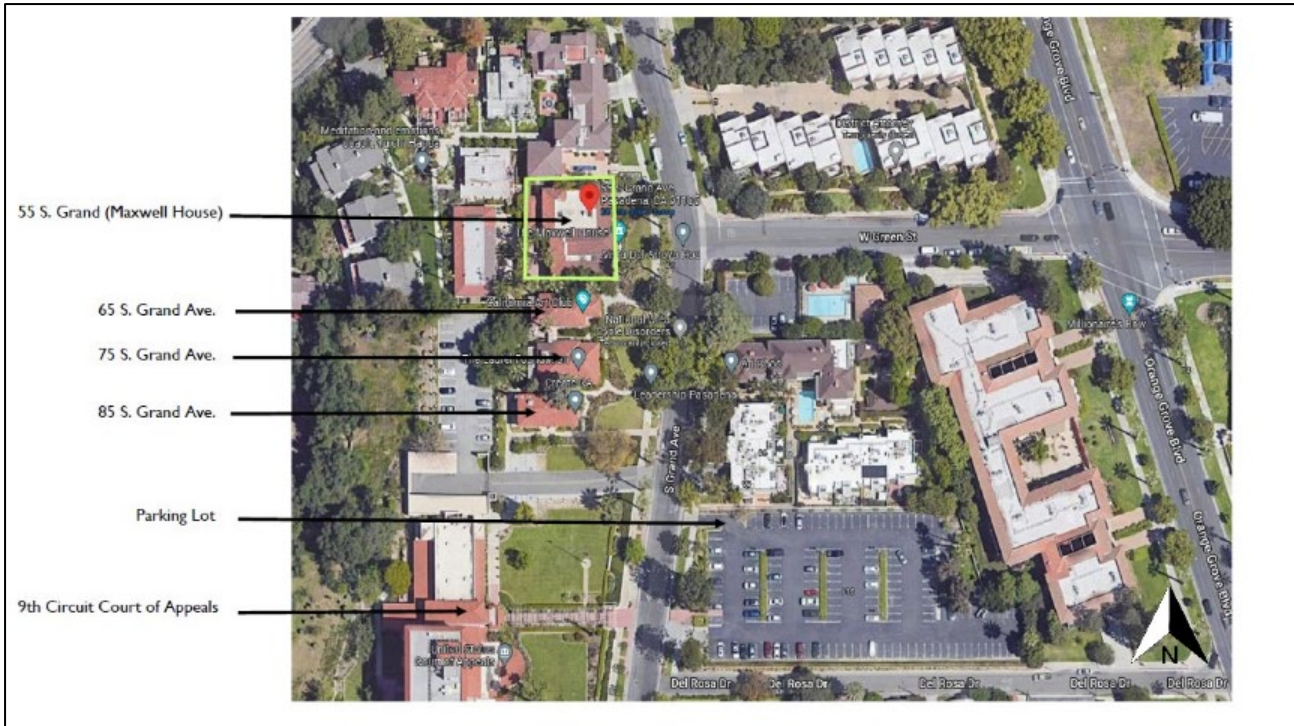


EXHIBIT A
INSURANCE REQUIREMENTS – RENTAL OF FACILITIES



Insurance Requirements – Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of Renter, its guests, agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Renter.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage.

If the use includes athletic activities, Renter shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.

Renter should check with Renter’s insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure Renter’s obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Renter’s liability under this agreement. These insurance requirements shall not in any way relieve Renter of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Renter maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

The insurance to be provided by Renter under this agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City’s own negligence; (ii) limits the duty to defend City under the policy; (iii) provides coverage to City only if Renter is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with City’s rights under this agreement.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to Renter's insurance at least as broad as ISO Form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

Severability of Interests (Cross-Liability)

A severability of interest provision must apply for all the additional insureds, ensuring that Renter's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Primary Coverage

For any claims related to this contract, Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of Renter's insurance and shall not contribute with it.

Notice of Cancellation/Change in Coverage

Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

Waiver of Subrogation

Renter hereby grants to City a waiver of any right to subrogation which any insurer of Renter may acquire against City, its City Council, its officers, officials, employees, agents, and volunteers from Renter by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII. The current A.M. Best rating for each insurer shall be noted on the Certificate(s) of Insurance.

Verification of Coverage

Renter shall furnish City with original certificates and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this agreement. All certificates and endorsements are to be received and approved by City before work commences. All certificates and endorsements are to be received and approved by City at least five (5) days before Renter commences activities.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from City.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior events, insurance coverage, or other special circumstances.