



PASADENA PERMIT CENTER
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REQUEST FOR APPEAL

APPLICATION INFORMATION

Project Address: 55 S. Grand Avenue, Pasadena, CA 91105
Case Type (MCUP, TTM, etc.) and Number: CUP No. 7114 (ZENT2023-00033)
Hearing Date: June 5, 2024 Appeal Deadline: June 17, 2024

APPELLANT INFORMATION

APPELLANT: Carl J. West, Anita Yagjian, Michael Davis Telephone: [626] 314-3821
Address: 139 S. Hundson Avenue, Suite 200 Fax: [626] 389-5414
City: Pasadena State: CA Zip: 91101 Email: mitch@mitchtsailaw.com;
graceh@mitchtsailaw.com;
info@mitchtsailaw.com
APPLICANT (IF DIFFERENT): Western Justice Center

I hereby appeal the decision of the:

- Hearing Officer
- Design Commission
- Historic Preservation
- Zoning Administrator
- Director of Planning and Development
- Film Liaison

REASON FOR APPEAL

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):

See attached.

Grace Huh
Signature of Appellant

DATE RECEIVED
JUN 13 2024
PASADENA
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
DATE RECEIVED
JUN 13 2024
PASADENA
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
June 13, 2024
Date

* OFFICE USE ONLY
PLN # _____ CASE # _____ PRJ # _____
DESCRIPTION _____
DATE APPEAL RECEIVED: _____ APPEAL FEES: \$ _____ RECEIVED BY: _____



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E: info@mitschtsailaw.com

Mitchell M. Tsai
Law Firm

139 South Hudson Avenue
Suite 200
Pasadena, California 91101

June 13, 2024

Office of the Mayor & City Council
Attn: Araceli Mellem
100 North Garfield Avenue
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Em: amellem@cityofpasadena.net

Mark Jomsky, City Clerk
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Joseph Weaver, Planner
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Beilin Yu, Principal Planner
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**RE: Letter in Support of South Grand Concerned Residents’
Administrative Appeal of the Western Justice Center’s Application
for a Conditional Use Permit, the City of Pasadena’s Approval of
Conditional Use Permit No. 7114 (ZENT2023-00033) and
Associated CEQA Determinations**

Dear City Council:

On behalf of South Grand Concerned Residents as well as Pasadena residents Carl J. West, Michael A. Davis, and Anita Yagjian (collectively, “**Residents**”), this office is submitting this letter in support of an administrative appeal of the Hearing Officer’s approval of Western Justice Center’s (“**WJC**”) Conditional Use Permit No. 7114 (“**CUP No. 7114**”) under Plan No. ZENT2023-00033 for WJC’s use of the Maxwell House at 55-85 South Grand Avenue (“**Property**” or “**WJC Campus**”) in the City of Pasadena (Parcel No. 5714-016-904), and associated California Environmental Quality Act (“**CEQA**”) determinations.

The CUP allows for a total of 28 events to occur on Saturdays and Sundays between 9:00 a.m. and 11:00 p.m. per year with no events occurring on consecutive weekends.

(See Exhibit A, p. 3-4.) Such events are subject to conditions of approval. (See Exhibit A, Attachment B.)

This appeal is brought pursuant to Pasadena Municipal Code (“PMC”) section 17.72.030 (“an appeal may be filed by any person affected by a determination, decision, or action rendered by the . . . Hearing Officer”) and section 17.72.040 (“decisions and actions by the . . . Hearing Officer may be appealed to the Board of Zoning Appeals”). This appeal is also brought pursuant to Public Resources Code section 21151(c) mandating that the Hearing Officer’s certification or approval of the CUP may be appealed to the agency’s elected decision-making body.

Residents demand that the Board of Zoning Appeals (“**Board**”) grant this appeal and immediately revoke CUP No. 7114 given that: (1) WJC is prohibited from operating the Property for profit (including for its “special events operation”) pursuant to the April 4, 1989, Lease Agreement (“**Lease**”) between the Pasadena Surplus Property Authority (“**Authority**”); (2) the use of the Property for profit is detrimental to the health and general welfare of persons residing in the neighborhood; (3) the Class 1 “Existing Facilities” Categorical Exemption (“**Class 1 Exemption**”) does not apply due to the mischaracterization of the Project “no expansion of use”; (4) the for-profit use of the Property violates the PMC; and (5) WJC’S “stated commitment to . . . sensitive re-use” of the Maxwell House.

I. PROCEDURAL POSTURE

On or about April 4, 2023, WJC submitted its application for CUP No. 7114 to the City “for events at Maxwell House” despite the fact that WJC had been holding such events without a permit for roughly a decade. The CUP, while originally scheduled for hearing in October 2023, was delayed as WJC and Residents attempted to resolve the issues surrounding the use of the Maxwell house as a for-profit event venue, including the number and schedule of events.

On February 1, 2024, after Residents received no response from WJC to its then most recent proposal for events in 2024, Residents submitted to WJC and its legal counsel a Cease-and-Desist Letter. The letter included Residents’ demands that WJC immediately and unequivocally cease all pursuits of its “long-standing special events operation” and all rentals of any building within the WJC Campus that would be outside of the scope of WJC’s function as a nonprofit organization and outside the scope of Sections 5.1 and 5.2 of the Lease Agreement entered into between the

Pasadena Surplus Property Authority and WJC on April 4, 1989 (“**Lease**”).

On February 8, 2024, WJC Executive Director Elissa Barrett (“**Barrett**”) informed Residents that WJC was *issued* a Temporary Use Permit (“**TUP**”), much to Residents’ surprise considering the numerous unanswered requests for notice which were submitted to the City regarding WJC’s pursuit of a CUP, TUP, or modifications thereto. This office contacted the City on or about December 18, 2024, to confirm the status of WJC’s pursuit of a CUP, TUP, or modifications thereto and to confirm that this office would be on notice of any associated developments. To date, neither Residents nor this office have received notice of WJC’s pursuit of a TUP. Subsequent to discovering the City’s supposed approval of the TUP, this office contacted via telephone the planner for the project, Joseph Weaver, and the Planning Department on Friday, February 9, 2024; Monday, February 12; and Tuesday, February 13 in order to inquire about the status of the TUP and next steps. It was not until a member of this office visited the permitting office that the TUP was examined and a copy acquired.

According to the TUP, the application was considered by the Zoning Administrator on February 9, 2024, and approved on February 14, 2024. On February 20, 2024, Residents submitted an appeal regarding the approval of the TUP. March 1, 2024, the City denied the appeal on the grounds that the appeal was submitted after the appeal period had ended, despite the fact that Residents were not provided with notice.

On March 7, 2024, WJC submitted a revised CUP application outlining changes to the proposed events, schedule, and measures to be implemented by WJC regarding noise and parking issues.

On April 2, 2024, Residents submitted their written opposition to the revised CUP application, outlining why these revisions were still insufficient to remedy the significant problems associated with operating the Maxwell House as an event venue. (**Exhibit B.**)

On April 18, 2024, WJC revised the 2024 wedding schedule of the TUP and proposed CUP. Residents were not informed of these changes by WJC. Rather, they learned of the change on May 18, 2024, when a previously unscheduled wedding occurred.

Despite ongoing discussions regarding the operation of the Maxwell House, Residents and WJC were unable to come to an agreement prior to June 5, 2024, hearing on the

CUP. The Hearing Officer approved of the CUP on June 5, 2024, and the decision letter was issued on June 10, 2024. (**Exhibit A.**)

II. THE LEASE AND WJC’S FUNCTION AS A 501(c)(3) ENTITY PROHIBIT ANY FOR-PROFIT USE OF THE PROPERTY.

A. The Property Must be Used for Purposes Described in the Plan of Public Use and Other Non-Profit Law Related Functions.

On September 17, 1989, the Authority acquired title to the Property from the United States General Services Administration (**GSA**), contingent upon the approval of a Lease between the City and WJC for the use and rehabilitation of the Property.

According to the Lease, WJC was bound by the Plan of Public Use for Surplus Property (“**Plan of Public Use**”) that dedicated the Property to the public purposes of the City, namely, to assist in the City’s goal to “provide increased and improved legal services to the citizens of Pasadena” and to “provide a forum for educational research.” And, according to the City Manager’s recommendation to the City Council to transfer title of the Property from the Authority to the City, “the Authority entered into the Original Lease as a means of benefiting the citizens of the City” by creating a center “for the study of dispute resolution and the administration of justice,” and to “provide for improvements in . . . the local, regional, national and international components of the legal system,” among other reasons. In engaging with WJC during the procedures leading up to and in executing the Lease, neither the City nor the Authority ever contemplated the use of the Maxwell House as a for-profit wedding and special events venue.

Additionally, the Lease provisions governing WJC’s use of the Property explicitly prohibits “for profit activities” and states that the Property:

[S]hall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions:

- (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues;
- (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space;

- (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and
- (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever.

Tenant is expressly prohibited from . . . allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following completion of all Tenant Improvements (as herein defined) **use the Premises for these purposes during ordinary business hours.**

(Lease, § 5.1, emphases added.)

Further, on March 31, 1989, the City Manager published an Agenda Report with a recommendation that the Authority approve the attached Lease, which included use restrictions on the Property, namely that:

The use is restricted to the purposes described in the Plan of Public Use for Surplus Property filed with the Federal Government. This requires operation of the Center for non-profit law-related functions. **There is an express prohibition against** leasing the premises for legal services for profit, or for **any for-profit activities.**

(March 31, 1989, Agenda Report, emphases added.)

The Lease and associated documents leading up to and surrounding its execution offer indisputable evidence that the Maxwell House may not be used “for any for profit activities.” (*Id.*) Regardless of the benefit conferred to WJC’s overarching mission and responsibility to maintain the Property, WJC’s use of the Maxwell House for its special events operation constitutes as a “for-profit” use in violation of the Lease. Consequently, WJC must immediately cease its special events operation and the CUP must be revoked.

B. WJC as a Non-Profit 501(c)(3) Organization Must Operate the Maxwell House in Line with Its Charter.

WJC’s function as a 501(c)(3) nonprofit has been obscured and effectively overtaken by its special events operation and use of the Maxwell House as a rentable venue for weddings and special events. The CUP and TUP applications and modifications claim that “a group of diversely owned and operated businesses that serve as preferred vendors for [weddings and special events held at] The Maxwell House” generate over

\$1 million per year in revenue. (*See* Revised Supplemental Application for Conditional Use Permit (“**Revised CUP Application**”), p. 6.)

Revenues earned from the not-for-profit events, rental of office space to 17 other nonprofit organizations, grants, and fundraising provide WJC with an abundance of resources with which to carry out not only its goals as a nonprofit organization, but also its duties to maintain and operate the WJC Campus. In fact, in 2023, WJC was able to raise roughly \$700,000 by hosting a single fundraising event—likely more than sufficient to carry out, at minimum, its responsibilities under the Lease.

WJC’s claimed need for income generated from weddings and special events to “support and fund WJC’s core mission, which focuses on bringing conflict resolution education to TK-12 schools, while maintaining and preserving” the WJC Campus cannot, alone, justify its pursuit and the City’s granting of the CUP. (*See* Revised CUP Application, p. 1.) Such requests misplace the burden of supporting WJC’s mission and maintenance obligations onto nearby residents who may not freely enjoy a single non-holiday weekend without experiencing the impacts of increased noise, traffic, and greenhouse gas emissions as a result of the weddings and events which, at times, include up to “175 people, excluding vendors, security, and members of the WJC team.” (*Id.*, pp. 2.) Should WJC require additional sources of income for the purposes listed in its applications—i.e., “renovating, restoring, maintaining and operating the WJC Campus”—it has an array of avenues to choose from, including those which nonprofit organizations regularly utilize such as fundraising events (of which WJC successfully employs).

To operate the Maxwell House as a for-profit event space violates the provisions of the Lease and distracts from, as opposed to supports, WJC’s stated goals. In light of the above, because WJC is legally obligated to comply with the parameters of the Lease and its own constitution as a 501(c)(3) organization and cease all special events activities, the CUP was granted in violation of the Lease and this appeal must be granted.

III. THE PROJECT DOES NOT QUALIFY FOR THE CLASS 1 “EXISTING FACILITIES” EXEMPTION.

A. Background Concerning CEQA Exemptions.

The CEQA Guidelines (Cal. Code Regs, Tit. 14, § 15002) include a list of classes of projects which have been determined to not have a significant effect on the

environment. (See CEQA Guidelines, §§ 15300-15332.) Nevertheless, such CEQA exemptions must be “construed narrowly” (*Cnty. of Amador v. El Dorado Cnty. Water Agency* (1999) 76 Cal.App.4th 931, 966) and interpreted “to afford the fullest possible protection to the environment within the reasonable scope of the statutory language” (*Save Our Carmel River v. Monterey Peninsula Water Management Dist.* (2006) 141 Cal.App.4th 677, 697 (hereafter, “*Save Our Carmel*”). CEQA exemptions are reserved for projects without potential to have significant environmental effects. (See *Salmon Protection & Watershed Network v. Cnty. of Marin* (2004) 125 Cal.App.4th 1098, 1107 [“If a project may have a significant effect on the environment, CEQA review must occur”].)

Where a lead agency chooses to dispose of CEQA by asserting a CEQA exemption, it has a duty to support its CEQA exemption findings by substantial evidence, including evidence that there are no applicable exceptions to exemptions. This duty is imposed by CEQA and related case law. (CEQA Guidelines, § 15020 [lead agency shall not knowingly release a deficient document hoping that public comments will correct the defects]; see *Citizens for Environmental Responsibility v. State ex rel. 14th Dist. Agriculture Assn.* (2015) 242 Cal.App.4th 555, 568 [lead agency has the burden of demonstrating that a project falls within a categorical exemption and must support the determination with substantial evidence]; accord *Assn. for Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720, 732 [lead agency is required to consider exemption exceptions where there is evidence in the record that the project might have a significant impact].)

The duty to support CEQA and exemption findings with substantial evidence is also required by the Code of Civil Procedure (CCP) and case law on administrative or traditional writs. Under the CCP, an abuse of discretion is established if the decision is unsupported by the findings, or the findings are unsupported by the evidence. (CCP, § 1094.5, subd. (b).) In *Topanga Assn. for a Scenic Community v. Cnty. of Los Angeles* (1997), our Supreme Court held that implicit in CCP section 1094.5 is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order. (11 Cal.3d 506, 515, internal citations and quotations omitted.) The lead agency’s findings may be determined to be sufficient if a court has no trouble under the circumstances discerning the analytic route the administrative agency traveled from evidence to action. (*West Chandler Blvd. Neighborhood Assn. vs. City of Los Angeles* (2011) 198 Cal.App.4th 1506, 1521-22, internal citations omitted.) However, “mere conclusory

findings without reference to the record are inadequate.” (*Id.* at p. 1521 [finding city council findings conclusory, violating *Topanga Assn. for a Scenic Comm.*].)

Further, CEQA exemptions must be narrowly construed to accomplish CEQA’s environmental objectives. (*Cal. Farm Bureau Federation v. Cal. Wildlife Conservation Bd.* (2006) 143 Cal.App.4th 173, 187; accord *Save Our Carmel, supra*, 141 Cal.App.4th at 697 [“These rules ensure that in all but the clearest cases of categorical exemptions, a project will be subject to some level of environmental review.”].)

Finally, CEQA procedures reflect a preference for resolving doubts in favor of environmental review. (*See* Pub. Res. Code, § 21080, subd. (c) [EIR may be disposed of only if there is no substantial evidence, in light of the entire record before the lead agency, that the project may have a significant effect on the environment or revisions in the project]; CEQA Guidelines, §§ 15061, subd. (b)(3) [common sense exemption only where it can be seen *with certainty*]; 15063, subd. (b)(1) [EIR must be prepared if the agency determines that there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial].)

B. The Class 1 “Existing Facilities” Categorical Exemption.

Residents contend that, despite that WJC has occupied the historic Maxwell House since 1989 and utilizes proceeds of its “long-standing special events operation” in furtherance of its stated goals of violence prevention, conflict resolution, and maintenance of the WJC Campus, the Project here not only has the potential to cause a number of significant environmental effects, but it vastly expands the use of the Maxwell House. Consequently, the Class 1 CEQA exemption is inapplicable. (*See* Pub. Res. Code, § 21080, subd. (b)(9); Cal. Code Regs., Title 14, § 15301, Class 1 [Existing Facilities].)

The Class 1 Exemption exempts from CEQA review certain developments consisting of the “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities . . . involving negligible or no expansion of existing or former use.” (CEQA Guidelines, § 15301.) “The key consideration is whether the project *involves negligible or no expansion of [existing or former] use.* (*Ibid.*, emphasis added.) And while the size or scope of the existing facility is not determinative of whether the exemption may stand, the scope of the expansion is. (*See World Business Academy v. State Lands Com.* (2018) 24 Cal.App.5th 476.) In this case,

WJC has never had any right to have for-profit events under the terms of their lease with the City, or, for that matter, in any event without a CUP.

The City failed to consider that the environmental baseline should be set at *zero* events. Considering that the new CUP allows up to 28 events per year, such use constitutes a vast expansion of existing or former use. Consequently, the City must revoke the CUP and order the preparation of a CEQA-compliant environmental analysis, paying special attention to the Project’s noise impacts.

IV. THE PROJECT CONSTITUTES AS A NUISANCE IN VIOLATION OF THE PASADENA MUNICIPAL CODE.

Pursuant to Title 9, Article IV, Chapter 9.36 of the PMC (“**Noise Restrictions Ordinance**”), the City declares that it is its own policy “to prohibit unnecessary, excessive and annoying noises from all sources pursuant to its police power[.]” and acknowledges that “[n]oise at certain levels is detrimental to the health and welfare of the general public.” (Noise Restrictions Ordinance, § 9.35.020.) In accordance with such acknowledgments and the City’s aim to “systematically proscribe” “excessive and annoying noises[.]” the Noise Restrictions Ordinance prohibits:

[A]ny person to create, cause, make or continue to make or permit to be made or continued any noise or sound which exceeds the ambient noise level at the property line of any property by more than 5 decibels.

...

[A]ny person to willfully make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

(Noise Restrictions Ordinance, § 9.36.050, subds. (A), (B).)

Section 9.36.050(B) includes a non-exhaustive list of standards to be considered in determining whether a violation of the Noise Restrictions Ordinance exists, including the level and intensity of the noise, whether the nature and origin of the noise are usual or unusual, and the time of day and duration of the noise, to list a few. (*Ibid.*)

The weddings and special events held at the Maxwell House regularly and consistently increase the ambient noise level at the property line of Residents by at least five decibels in violation of the Noise Restrictions Ordinance. Regardless of whether the Maxwell House’s outdoor spaces feature only acoustic music, the ambient noise

increases rise to a level to be constituted as “a public nuisance” according to Sections 9.36.050 and 9.36.190 of the Noise Restrictions Ordinance.

Last, according to Section 9.36.160(E)(2) of the Noise Restrictions Ordinance, “[n]o operation of sound amplifying equipment for commercial purposes shall be permitted on Sundays.” (*Ibid.*) It is indisputable that the events held at the Maxwell House utilize amplification devices to increase the volume of music and speech. It is equally as indisputable that the events held at the Maxwell House are for commercial purposes, as confirmed by WJC itself in its justification for its special events operations. WJC has operated the Maxwell House in consistent violation of Section 9.36.160(E)(2) of the Noise Restrictions Ordinance and, therefore, in violation of Section 5.2 of the Lease. (Lease, § 5.2 [Tenant shall . . . comply promptly with all applicable statutes, ordinances, [and] rules . . . regulating the use by Tenant of the Premises.”].)

On November 20, 2023, Residents commissioned an expert analysis of the noise impacts generated by weddings held at the Maxwell House. (**Exhibit G** [Event Noise Impact Study].) Noise levels were monitored at the property line shared by Residents and the Maxwell House continuously over two consecutive weekends in November 2023. The analysis included readings of ambient noise levels and event noise levels and concluded that the weddings generated noise levels in violation of the City’s Noise Restrictions Ordinance. (*See* Event Noise Impact Study, pp. 4-5, 7.) Specifically, the study found that event noise levels exceeded ambient noise levels by more than five dBA for three hours on one of the days of the study and for four hours on the next. (*Id.*, p. 5; *see* PMC, § 9.36.060(A) [any noise that exceeds the ambient noise level at the property line by more than 5 dBA is a violation].) Further, during the noisiest times, the noise levels generated by the wedding were 15 dBA higher than the ambient noise level, “which equates to a three-fold increase in perceived loudness.” (*Id.*, p. 5.)

Therefore, the CUP was granted in violation of PMC section 17.61.040(G)(2) considering that the Hearing Officer could not have made the requisite finding that “the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing . . . in the neighborhood of the proposed use[.]” Consequently, this appeal must be granted and the CUP revoked.

V. ZONING DISTRICT PS-1 PROHIBITS THE EXISTING USE OF THE MAXWELL HOUSE.

The Maxwell House is located within the PS-1 (Public and Semi-Public) zoning

district. According to correspondence from Neighborhood & Business Services Administrator Israel Del Toro to WJC on August 8, 2023, and received by this office in response to the Public Records Act request dated October 23, 2023, “[t]he banquet facility use is prohibited” not only by the Zoning Code, but also the Lease. (*See* August 8, 2023, “Unpermitted Use” Email; *see also* Section I, subd. (A), above.)

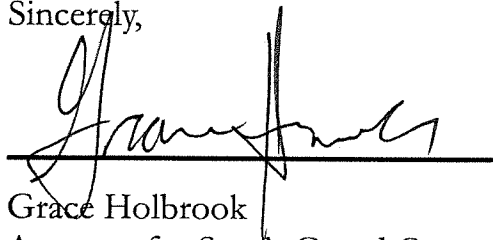
I. THE CONDITIONS OF APPROVAL DO NOT MITIGATE THE PROJECT’S IMPACTS.

Despite the implementation of many measures, which were included as conditions of approval for the CUP, Residents still face significant noise and traffic impacts. Even more troubling is the delayed responses to concerns raised by the Residents to the WJC contact person. (*See Exhibit I* [Letter from Resident Anita Yagjian].) The past few months have established that the Maxwell House cannot operate as an event venue without detrimental impact to the health, safety, and general welfare of the Residents living in the neighborhood.

II. CONCLUSION.

In light of the uses prohibited in the Lease (reiterated in the City’s emails and Agenda Reports), the inapplicability of the Class 1 CEQA Exemption, the Hearing Officer’s improper finding of no detriment to the general well-being of nearby residents, the use’s violation of the Pasadena Municipal Code, and WJC’S “stated commitment to . . . sensitive re-use” of the Maxwell House, Residents demand that the Board of Zoning Appeals immediately and unequivocally revoke WJC’s CUP No. 7114 otherwise Residents will be left with no choice but to pursue any and all legal avenues for recourse. As such, Residents request this appeal be accepted and the matter be set for hearing before the Board of Zoning Appeals without delay. As established by PMC § 17.72.050, CUP No. 7114’s effective date shall be stayed until a decision on the appeal has been rendered by the Board of Zoning Appeals.

Sincerely,

A handwritten signature in black ink, appearing to read "Grace Holbrook", is written over a solid horizontal line.

Grace Holbrook
Attorney for South Grand Concerned
Residents and Carl J. West, Michael A.
Davis, and Anita Yagjian

Attached:

Decision Letter for Conditional Use Permit No. 7114 (Exhibit A);
April 2, 2024, CUP Opposition Letter (Exhibit B);
Lease Agreement No. 13,753 (Exhibit C);
March 31, 1989, Agenda Report (Exhibit D);
Revised Application for Conditional Use Permit (Exhibit E);
Article IV, Chapter 9.36 of the Pasadena Municipal Code (Exhibit F);
Event Noise Impact Study (Exhibit G);
August 8, 2023, “Unpermitted Use” Email (Exhibit H); and
June 5, 2024 Letter from Anita Yagjian regarding CUP No. 7114 (Exhibit I).

DATE RECEIVED

JUN 13 2024



EXHIBIT A



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

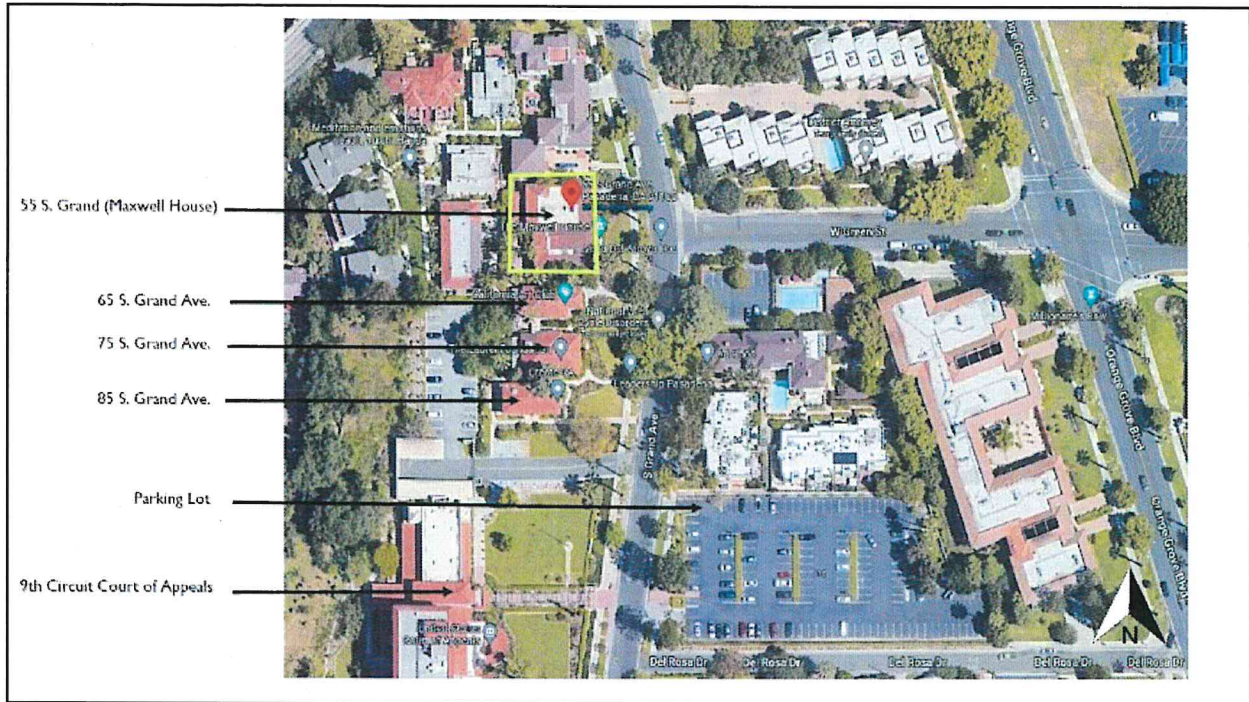


EXHIBIT A
INSURANCE REQUIREMENTS – RENTAL OF FACILITIES



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.

DATE RECEIVED

JUN 13 2024



PASADENA
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT B

P: (626) 314-3821
F: (626) 389-5414
E: info@mitchtsailaw.com



Mitchell M. Tsai
Law Firm

139 South Hudson Avenue
Suite 200
Pasadena, California 91101

VIA EMAIL

April 2, 2024

Mark Jomsky, City Clerk
100 North Garfield Avenue, S-228
Pasadena, CA 91101
Em: mjomsky@cityofpasadena.net

Miguel Marquez, City Manager
100 North Garfield Avenue, S-228
Pasadena, CA 91101
Em: miguelmarquez@cityofpasadena.net

Joseph Weaver, Planner
Planning & Community Development
Department
175 North Garfield Avenue
Pasadena, CA 91101
Em: joweaver@cityofpasadena.net

**RE: Resident Opposition to the Maxwell House Conditional Use
Permit Application filed by Western Justice Center**

Dear Mr. Jomsky, Mr. Marquez, and Mr. Weaver:

On behalf of South Grand Concerned Residents as well as Pasadena residents Carl J. West, Michael A. Davis, and Anita Yagjian (collectively, “**Residents**”), this office is submitting this letter in opposition to the Western Justice Center’s (“**WJC**”) Conditional Use Permit (“**CUP**”) application, submitted on March 7, 2024, for the use of the Maxwell House and properties at 55-78 South Grand Avenue (“**Property**” or “**WJC Campus**”) in the City of Pasadena (Parcel No. 5714-016-904).

Residents incorporate by reference all previous comments submitted to the City regarding the Maxwell House, WJC, and the ongoing issues surrounding the events operation. The past comments have been included as **Exhibits A-D**. A copy of the Event Noise Impact Study from November 20, 2023, has been included as **Exhibit E**. A copy of the CUP application submitted by WJC has been included as **Exhibit F**. A copy of the City of Pasadena’s Revised Noise Element has been included as **Exhibit G**.

Residents request that the City deny the CUP application given that WJC is wholly prohibited under the terms of the Lease from operating the Property for profit in any capacity whatsoever, including for its “special events operation.”

Residents request that City provide notice for any and all hearings, and decisions referring or related to the Project issued under the California Environmental Quality Act (“**CEQA**”), Cal Public Resources Code (“**PRC**”) section 21000 *et seq*, the California Planning and Zoning Law (“**Planning and Zoning Law**”), Cal. Gov’t Code section 65000 *et seq*, and Pasadena Municipal Code sections 17.61.050(G) and 17.76.020.

California Public Resources Code sections 21092.2, and 21167(f) and Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s governing body. Pasadena Municipal Code sections 17.61.050(G) and 17.76.020 similarly require prior notice of any hearing as well as of any decisions issued regarding the CUP to any interested persons.

I. WJC’S CUP APPLICATION SHOULD BE DENIED.

A review of the application has identified numerous concerns about the proposed CUP, specifically regarding the continued impacts on nearby sensitive-users, the conflicting proposed use with the Lease agreement, unsupported statements made by the applicant, and the need for enforcement provisions. These issues necessitate the City deny the application.

1. The Proposed Use is Prohibited Under the Lease and Plan of Public Use.

On September 17, 1989, the Authority acquired title to the Property from the United States General Services Administration (“**GSA**”), contingent upon the approval of a Lease between the City and WJC for the use and rehabilitation of the Property.¹

According to the Lease, WJC was bound by the Plan of Public Use for Surplus Property (“**Plan of Public Use**”) that dedicated the Property to the public purposes of the City, namely, to assist in the City’s goal to “provide increased and improved legal services to the citizens of Pasadena” and to “provide a forum for educational

¹ The Pasadena Surplus Property Authority originally obtained title to the WJC campus from the Federal Government. The property was subsequently transferred to the City by Quitclaim Deed dated August 16, 1994.

research.” And, according to the City Manager’s recommendation to the City Council to transfer title of the Property from the Authority to the City, “the Authority entered into the Original Lease as a means of benefiting the citizens of the City” by creating a center “for the study of dispute resolution and the administration of justice,” and to “provide for improvements in . . . the local, regional, national and international components of the legal system,” among other reasons. In engaging with WJC during the procedures leading up to and in executing the Lease, neither the City nor the Authority ever contemplated the use of the Maxwell House as a for-profit wedding and special events venue.

Additionally, the Lease provisions governing WJC’s use of the Property explicitly prohibits “for profit activities” and states that the Property:

[S]hall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions:

- (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues;
- (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space;
- (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and
- (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever.

Tenant is expressly prohibited from . . . allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following completion of all Tenant Improvements (as herein defined) **use the Premises for these purposes during ordinary business hours.**

(Lease, § 5.1, emphases added.)

Further, on March 31, 1989, the City Manager published an Agenda Report with a

recommendation that the Authority approve the attached Lease, which included use restrictions on the Property, namely that:

The use is restricted to the purposes described in the Plan of Public Use for Surplus Property filed with the Federal Government. This requires operation of the Center for non-profit law-related functions. **There is an express prohibition against** leasing the premises for legal services for profit, or for **any for-profit activities**.

(March 31, 1989, Agenda Report, emphases added.)

The Lease and associated documents leading up to and surrounding its execution offer indisputable evidence that the Maxwell House may not be used “for any for profit activities.” (*Id.*) Regardless of the benefit conferred to WJC’s overarching mission and responsibility to maintain the Property, WJC’s use of the Maxwell House for its special events operation constitutes as a “for-profit” use in violation of the Lease. Consequently, WJC must immediately cease its special events operation and the CUP application must be denied.

2. The Proposed Use Conflicts with WJC’s Mission and Purpose.

WJC’s function as a 501(c)(3) nonprofit has been obscured and effectively overtaken by its special events operation and use of the Maxwell House as a rentable venue for weddings and special events. The CUP application claims that “[f]unding from the Maxwell House plays a significant part in WJC’s ability to...shoulder the financial burden of running the WJC Campus” (**Exhibit F**, p. 1-2.) The Application further states that “a group of diversely owned and operated businesses that serve as preferred vendors for [weddings and special events held at] The Maxwell House” generate over \$1 million per year in revenue. (**Exhibit F**, p. 6.) WJC’s funding needs and the revenue generated for outside vendors do not change the use limitations initially and currently imposed on WJC by the Lease.

Revenues earned from the not-for-profit events, rental of office space to 17 other nonprofit organizations, grants, and fundraising provide WJC with an abundance of resources with which to carry out not only its goals as a nonprofit organization, but also its duties to maintain and operate the WJC Campus. In fact, in 2023, WJC was able to raise roughly \$700,000 by hosting a single fundraising event—likely more than sufficient to carry out, at minimum, its responsibilities under the Lease.

WJC’s claimed need for rental income generated from weddings and special events to

support and fund WJC’s core mission cannot, alone, justify its pursuit of a CUP. (**Exhibit F**, p. 1.) Such requests misplace the burden of supporting WJC’s mission and maintenance obligations onto nearby residents who may not freely enjoy a single non-holiday weekend without experiencing the impacts of increased noise, traffic, and greenhouse gas emissions because of the weddings and events. Should WJC require additional sources of income for the purposes listed in its applications—i.e., “renovating, restoring, maintaining and operating the WJC Campus”—it has an array of avenues to choose from, including those which nonprofit organizations regularly utilize such as fundraising events (of which WJC successfully employs). At the least, if WJC persists in claiming financial need for the for-profit event, WJC should be required to provide the City with financial statements justifying the claim.

Further, the operation of the Maxwell House as a wedding event space seems counterintuitive to WJC’s requirements under the Lease and WJC’s mission. By prioritizing wedding events and the associated rental income, the Applicant limits the use of the Maxwell House for local non-profits and WJC’s own mission-supporting activities. Indeed, operating Maxwell House as a for-profit rental space, WJC prioritizes the income over its duties to care for and maintain the WJC historical campus. These large events create a significant increase in the general wear and tear of the historic building, as well as an increase in associated utilities costs. WJC fails to establish that these events create more revenue than the costs associated with operating the Maxwell House as a wedding venue.

3. The Proposed Wedding Event Schedule Negatively Impacts Residents.

For 2024, Residents are denied the use and quiet enjoyment of their properties for three (3) weekends in March, June, and September and for four (4) weekends in October and April (*See Exhibit F*, p. 19.)² Residents request events occur on no more than 12 weekends, thus allowing for 24 events. Residents suggested events occur on no more than two non-consecutive weekends in April and October, and one weekend in each of the remaining months. These prime months and weekends are when Residents most want to use their outdoor spaces. Despite these discussions, WJC’s TUP and now CUP applications concentrate the events to the Residents’ prime-use months.

² This schedule was approved in the Temporary Use Permit issued on January 8, 2024 without notice to objectors.

Under the WJC’s proposal, these weekend events would result in continuous noise, traffic, and lighting disturbances to Residents on Fridays, Saturdays, and Sundays.³

There is a significant likelihood noise disturbances violative of the City’s Municipal Code will occur due to the size, nature, and location of these events. Per the CUP application, “[t]he majority of events range from 25-125 people with a possible maximum of 175 people, excluding vendors, security, and members of the WJC team.” (**Exhibit F**, p. 2.)

In November 2023, Residents commissioned an expert analysis of the noise impacts generated by weddings held at the Maxwell House. (**Exhibit E**.) Noise levels were monitored at the property line shared by Residents and the Maxwell House continuously over two consecutive weekends in November 2023. The analysis included readings of ambient noise levels and event noise levels and concluded that the weddings generated noise levels in violation of the City’s Noise Restrictions Ordinance. (*See* Event Noise Impact Study, pp. 4-5, 7.) Specifically, the study found that event noise levels exceeded ambient noise levels by more than five dBA for three hours on one of the days of the study and for four hours on the next. (*Id.*, p. 5; *see* PMC, § 9.36.060(A) [any noise that exceeds the ambient noise level at the property line by more than 5 dBA is a violation].) Further, during the noisiest times, the noise levels generated by the wedding were 15 dBA higher than the ambient noise level, “which equates to a three-fold increase in perceived loudness.” (*Id.*, p. 5.)

The Noise Study reviewed two “traditional” weddings, which are characterized as having up to 150 guests. The CUP application describes most events as ranging from 25 to 125 guests, with a maximum of 175 guests. (**Exhibit F**, p. 2.) As the Noise Study reviewed two events with guests under the proposed maximum, the noise and traffic impacts are likely to continue. The activities proposed to take place on the WJC patios are especially concerning due to the proximity to the Resident’s bedrooms. (**Exhibit E**, p. 6.) The mitigation measures proposed by the Applicant are insufficient to ensure nearby Residents are not impacted by noise disturbances and traffic delays.

³ Notwithstanding the fact that weddings are generally held on Saturdays and Sundays, Residents are impacted by setup and breakdown work that is generally performed on Fridays and following each event.

For 2025, the Applicant has proposed 28 events across 14 weekends. While fewer weekends will be impacted, the proposed schedule still concentrates the events during the prime months for Residents’ outdoor enjoyment, namely March, April, September, and October. Residents have previously requested WJC wind-down these events in 2025. However, the CUP application clearly indicates that WJC intends to continue these events beyond 2025. (**Exhibit F**, p. 19.) Residents request the 2025 schedule be limited to 12 non-consecutive weekends and 24 events, as well as concrete end date to the Applicant’s proposed events.

4. The Project Constitutes as a Nuisance in Violation of City Municipal Code.

Pursuant to Title 9, Article IV, Chapter 9.36 of the PMC (“**Noise Restrictions Ordinance**”), the City declares that it is its own policy “to prohibit unnecessary, excessive and annoying noises from all sources pursuant to its police power[,]” and acknowledges that “[n]oise at certain levels is detrimental to the health and welfare of the general public.” (Noise Restrictions Ordinance, § 9.35.020.) In accordance with such acknowledgments and the City’s aim to “systematically proscribe” “excessive and annoying noises[,]” the Noise Restrictions Ordinance prohibits:

[A]ny person to create, cause, make or continue to make or permit to be made or continued any noise or sound which exceeds the ambient noise level at the property line of any property by more than 5 decibels.

...

[A]ny person to willfully make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

(Noise Restrictions Ordinance, § 9.36.050, subds. (A), (B).)

Section 9.36.050(B) includes a non-exhaustive list of standards to be considered in determining whether a violation of the Noise Restrictions Ordinance exists, including the level and intensity of the noise, whether the nature and origin of the noise are usual or unusual, and the time of day and duration of the noise, to list a few. (*Ibid.*)

The weddings and special events held at the Maxwell House regularly and consistently increase the ambient noise level at the property line of Residents by at least five

decibels in violation of the Noise Restrictions Ordinance. Regardless of whether the Maxwell House’s outdoor spaces feature only acoustic music, the ambient noise increases rise to a level to be constituted as “a public nuisance” according to Sections 9.36.050 and 9.36.190 of the Noise Restrictions Ordinance.

Last, according to Section 9.36.160(E)(2) of the Noise Restrictions Ordinance, “[n]o operation of sound amplifying equipment for commercial purposes shall be permitted on Sundays.” (*Ibid.*) It is indisputable that the events held at the Maxwell House utilize amplification devices to increase the volume of music and speech. It is equally indisputable that the events held at the Maxwell House are for commercial purposes, as confirmed by WJC itself in its justification for its special events operations. WJC has operated the Maxwell House in consistent violation of Section 9.36.160(E)(2) of the Noise Restrictions Ordinance and, therefore, in violation of Section 5.2 of the Lease. (Lease, § 5.2 [Tenant shall . . . comply promptly with all applicable statutes, ordinances, [and] rules . . . regulating the use by Tenant of the Premises.”].)

As outlined in the preceding section, the proposed use would continue to result in noise levels exceeding those allowed under the City’s Noise Restrictions Ordinance. The proposed use would conflict with the City’s Ordinance, thus necessitating the City deny the CUP application.

5. Applicant has Failed to Provide Sufficient Evidence to Support the Findings Required Under Pasadena Municipal Code.

Pasadena Municipal Code § 17.61.050 (C) notes that “[t]he applicant shall be responsible for providing the evidence in support of the findings required by Subsection H. (Findings and decision) below.” Subsection H requires six findings relating to the proposed use’s compliance with the City’s codes.

Following a public hearing, the applicable review authority may approve, conditionally approve, or disapprove an application for a Conditional Use Permit. The review authority may approve a Conditional Use Permit (Major and Minor) only after first finding that:

1. The proposed use is allowed with a Conditional Use Permit (Major and Minor) or Hillside Development Permit within the applicable zoning district and complies with all applicable provisions of this 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;
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;
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;
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; and
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 CUP application’s discussion is lacking evidence to support the required findings under Pasadena Municipal Code § 17.61.050 (H).

i. WJC’s CUP Application Fails to Support a Finding of Conformance with the General Plan.

WJC alleges that the events conform with the General Plan by supporting “a multitude of diversely owned and operated local Pasadena small businesses” (**Exhibit F**, p. 4.) However, the included list of vendors fails to include details necessary to support the assertion that these businesses are diversely owned and located in Pasadena. Indeed, no information is provided on how WJC vets and monitors this list. The list itself contains entries that cannot be said to support the Applicant’s contentions. For example, the applicant has identified Wolfgang Puck Catering as a “local” vendor, despite the company operating nationwide. Only a few of the vendors listed are based within the City, with many coming from other cities including Tanias Party Rentals (La Puente) Touch of Elegance Events (Newport Beach), and Sweet Lady Jane (Beverly Hills). As such, the Applicant has failed to establish evidence to suggest that these events provide opportunities for the Pasadena small businesses, and, therefore, cannot to support a finding with the General Plan.

The CUP application further fails to support a finding of conformance with the General Plan’s Noise Element. Specifically, the City’s Noise Element outlines objectives and policies applicable to the current nuisance noise levels created by the WJC’s events. Objective 6 outlines the City’s goal to minimize noise spillovers from commercial operations into nearby residential neighborhoods. (**Exhibit G**, p. 4.) Objective 7 states that the City will minimize the effects of nuisance noises on sensitive land uses. (**Exhibit G**, p. 5.) Policy 7d specifies that the City will enforce noise level restrictions contained in the City Municipal Code. (*Id.*) As outlined in the Noise Study, these events result in clear violations of the City’s Municipal Code. The Applicant has failed to provide evidence to establish the events will comply with the City’s Code. As such, the Hearing Officer cannot find conformance and must deny the CUP application.

ii. The Operation of the Use Would Be Detrimental to the Health, Safety, or General Welfare of Persons Residing in the Neighborhood.

As noted in the preceding paragraphs, the events at the Maxwell House create significant noise disturbances in violation of the City’s Noise Ordinance. The November 2023 Noise Study established these noise disturbances were significant, often exceeding the ambient noise level by 15 dBA. (**Exhibit E**, p. 5.) Under the Noise Restrictions Ordinance, the City declares that it is its own policy “to prohibit unnecessary, excessive and annoying noises from all sources pursuant to its police power[,]” and acknowledges that “[n]oise at certain levels is detrimental to the health and welfare of the general public.” (Noise Restrictions Ordinance, § 9.35.020.) As these events have been shown to create significant noise disturbances, the operation of the Maxwell House as an event space would be considered detrimental to the health and welfare of the Residents in the Neighborhood.

II. THE PROJECT REQUIRES ADDITIONAL ENVIRONMENTAL REVIEW AND IS INELIGIBLE FOR A CATEGORICAL EXEMPTION FROM CEQA

A. Background Concerning CEQA Exemptions.

The CEQA Guidelines⁴ include a list of classes of projects which have been

⁴ 14 CCR section 15000 *et seq* are referred to herein as the “CEQA Guidelines.” The CEQA Guidelines, codified in Title 14 of the California Code of Regulations, section 150000 *et seq* are regulatory guidelines promulgated by the state Natural Resources Agency for the

determined to not have a significant effect on the environment. (*See* CEQA Guidelines, §§ 15300-15332.) Nevertheless, such CEQA exemptions must be “construed narrowly” (*Cnty. of Amador v. El Dorado Cnty. Water Agency* (1999) 76 Cal.App.4th 931, 966) and interpreted “to afford the fullest possible protection to the environment within the reasonable scope of the statutory language” (*Save Our Carmel River v. Monterey Peninsula Water Management Dist.* (2006) 141 Cal.App.4th 677, 697 (hereafter, “*Save Our Carmel*”). CEQA exemptions are reserved for projects without potential to have significant environmental effects. (*See Salmon Protection & Watershed Network v. Cnty. of Marin* (2004) 125 Cal.App.4th 1098, 1107 [“If a project may have a significant effect on the environment, CEQA review must occur”].)

Where a lead agency chooses to dispose of CEQA by asserting a CEQA exemption, it has a duty to support its CEQA exemption findings by substantial evidence, including evidence that there are no applicable exceptions to exemptions. This duty is imposed by CEQA and related case law. (CEQA Guidelines, § 15020 [lead agency shall not knowingly release a deficient document hoping that public comments will correct the defects]; *see Citizens for Environmental Responsibility v. State ex rel. 14th Dist. Agriculture Assn.* (2015) 242 Cal.App.4th 555, 568 [lead agency has the burden of demonstrating that a project falls within a categorical exemption and must support the determination with substantial evidence]; *accord Assn. for Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720, 732 [lead agency is required to consider exemption exceptions where there is evidence in the record that the project might have a significant impact].)

The duty to support CEQA and exemption findings with substantial evidence is also required by the Code of Civil Procedure (**CCP**) and case law on administrative or traditional writs. Under the CCP, an abuse of discretion is established if the decision is unsupported by the findings, or the findings are unsupported by the evidence. (CCP, § 1094.5, subd. (b).) In *Topanga Assn. for a Scenic Community v. Cnty. of Los Angeles* (1997), our Supreme Court held that implicit in CCP section 1094.5 is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order. (11 Cal.3d 506, 515, internal citations and quotations omitted.) The lead agency’s findings may be determined to be sufficient if a court has no trouble under the circumstances

implementation of CEQA. (Cal. Pub. Res. Code § 21083.) The CEQA Guidelines are given “great weight in interpreting CEQA except when . . . clearly unauthorized or erroneous.” *Center for Biological Diversity v. Department of Fish & Wildlife* (2015) 62 Cal. 4th 204, 217.

discerning the analytic route the administrative agency traveled from evidence to action. (*West Chandler Blvd. Neighborhood Assn. vs. City of Los Angeles* (2011) 198 Cal.App.4th 1506, 1521-22, internal citations omitted.) However, “mere conclusory findings without reference to the record are inadequate.” (*Id.* at p. 1521 [finding city council findings conclusory, violating *Topanga Assn. for a Scenic Comm.*].)

Further, CEQA exemptions must be narrowly construed to accomplish CEQA’s environmental objectives. (*Cal. Farm Bureau Federation v. Cal. Wildlife Conservation Bd.* (2006) 143 Cal.App.4th 173, 187; *accord Save Our Carmel, supra*, 141 Cal.App.4th at 697 [“These rules ensure that in all but the clearest cases of categorical exemptions, a project will be subject to some level of environmental review.”].)

Finally, CEQA procedures reflect a preference for resolving doubts in favor of environmental review. (*See* Pub. Res. Code, § 21080, subd. (c) [EIR may be disposed of only if there is no substantial evidence, in light of the entire record before the lead agency, that the project may have a significant effect on the environment or revisions in the project]; CEQA Guidelines, §§ 15061, subd. (b)(3) [common sense exemption only where it can be seen *with certainty*]; 15063, subd. (b)(1) [EIR must be prepared if the agency determines that there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial].)

B. The Class 1 “Existing Facilities” Categorical Exemption Does Not Apply.

Residents contend that, despite that WJC has occupied the historic Maxwell House since 1989 and utilizes proceeds of its “long-standing special events operation” in furtherance of its stated goals of violence prevention, conflict resolution, and maintenance of the WJC Campus, the Project here not only has the potential to cause a number of significant environmental effects, but it vastly expands the use of the Maxwell House. Consequently, the Class 1 CEQA exemption is inapplicable. (*See* Pub. Res. Code, § 21080, subd. (b)(9); Cal. Code Regs., Title 14, § 15301, Class 1 [Existing Facilities].)

The Class 1 Exemption exempts from CEQA review certain developments consisting of the “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities . . . involving negligible or no expansion of existing or former use.” (CEQA Guidelines, § 15301.) “The key

consideration is whether the project *involves negligible or no expansion of [existing or former] use.* (*Ibid.*, emphasis added.) And while the size or scope of the existing facility is not determinative of whether the exemption may stand, the scope of the expansion is. (*See World Business Academy v. State Lands Com.* (2018) 24 Cal.App.5th 476.) In this case, WJC has never had any right to have for-profit events under the terms of their lease with the City, or, for that matter, any event without a CUP.

Even if the City were to determine the Class 1 exemption applied, the proposed use would require further environmental review under the exception to exemptions outlined in CEQA § 15300.2 (c). As established, the proposed use will have a significant noise impact on the nearby sensitive users as the events regularly exceed the noise disturbance levels allowed under the Pasadena City Code. The proposed use will also significantly impact traffic, parking, and nighttime lighting impact on adjacent properties.

C. The City Must Prepare a Mitigated Negative Declaration.

The proposed use does not qualify for CEQA exemption as noise, traffic, parking, and lighting impacts on the Residents are clearly significant. The proposed use must be mitigated to a point where no significant impacts would occur. Residents suggest the City prepare a Mitigated Negative Declaration (“MND”) to create enforceable mitigation measures necessary to reduce proposed use’s noise, traffic, parking, and lighting impacts. (*See Keep Our Mountains Quiet v. County of Santa Clara* (2015) 236 Cal. App. 4th 714 (affirming lower court’s finding that an environmental impact report (EIR) was required before a county could allow events to be hosted on a mountain property because there was substantial evidence that there might be impacts on surrounding residents from music and crowd noise, even if the project would not generate noise in excess of the county's noise ordinance and general plan.))

III. IF THE CUP IS APPROVED, RESIDENTS REQUEST ADDITIONAL RESTRICTIONS AND A PROHIBITION OF EVENTS AFTER 2025.

WJC’s application includes minor mitigation measures that lack clear thresholds necessary to reduce the severity of the impacts on Residents. The application outlines the following mitigation measures:

1. Limiting the use of amplified music during the reception portion of a wedding to inside The Maxwell House only;

2. Reducing use of the outdoor areas from eight (8) hours to two (2) hours and restricting that use to only wedding ceremonies and photography;
3. Only soft ceremonial music will be played and occasionally a microphone may be used for the exchange of vows on the Garden Patio;
4. No amplified music is permitted in any of the outdoor areas, at any time, and no music of any kind is permitted in any of the outdoor areas after 7:00 pm;
5. Use of the Small Patio and use of Oak Tree Area is limited to wedding photography;
6. During the weddings, a WJC representative will serve as a door monitor to limit the noise from the building to the outdoor areas;
7. During the event, a decibel meter will be in view of the DJ(s) to ensure that the music remains at a modest decibel level;
8. All alcohol is required to be served inside The Maxwell House, and there is a prohibition on shots of alcohol being served at any event;
9. All weddings must include wedding coordinators, DJs, and bartender services from a WJC preferred vendor list; and
10. All such vendors must agree to comply and remain in compliance with WJC's event policies and procedures. (**Exhibit F**, p. 3.)

These mitigation measures lack clear thresholds and enforcement mechanisms. For example, WJC purports that the music will remain at a “modest” decibel level but fails to outline a specific limit. What is modest to the DJ may very well be excessive to the nearby Residents. WJC argues that the vendors must comply WJC's event policies and procedures, yet these policies and procedures are only mentioned in passing and are not available publicly. Further, the criteria and frequency of review for these vendors is not described. As such, the preferred vendor list does little to mitigate the severe impacts the Residents currently face.

The City has the authority to impose conditions on the Applicant to ensure compliance with the findings required under Pasadena Municipal Code. Under Pasadena Municipal Code § 17.61.050 (K), “the applicable review authority may impose conditions . . .

deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Subsection G. . . and to preserve the public health, safety, and general welfare.” Examples of conditions include time limits, performance guarantees, lighting, buffers, and hours of operation.

At a minimum, Residents request that the City including the following conditions of approval on the CUP.

1. Include a cap on the total number of weddings at 24 per year. This condition will prevent the Applicant from operating more than two weddings a weekend;
2. Restrict events from happening on consecutive weekends, on no more than 12 weekends a year, and no more than twice in any month. This measure will ensure impacts to Residents are reduced to prevent the weddings from occurring on most weekends a year or occurring in concentrated months;
3. Prohibit the scheduling of events beyond the year 2025 as the use of the Maxwell House as a wedding event space is clearly prohibited under the terms of the Lease agreement;
4. Implement a timeline for implementation of the mitigation measures, including those referenced in the CUP application. This condition will ensure the significant impacts of operating the Maxwell House are mitigated in a timely fashion;
5. Establish clear consequences for any failures to mitigate significant noise impacts including, but not limited to, rescinding the CUP if noise violations have occurred. This condition will ensure the Applicant is held accountable for significant noise violations;
6. Establish points of contact at the City and WJC responsible for hearing and working with Residents regarding operational violations, including noise and parking violations; and
7. Prepare a Mitigated Negative Declaration for the proposed use to ensure noise, traffic, parking, and lighting impacts are sufficiently mitigated to prevent further injury to Residents.

These conditions of approval are necessary to limit the significant impacts the Resident's face due to the operation of the Maxwell House as an events space.

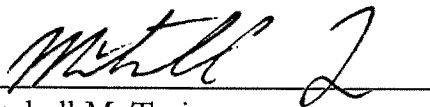
IV. CONCLUSION

The City should deny the CUP application as the proposed use is clearly prohibited by the terms of the Lease. Granting the application would be tantamount to rewarding WJC for its past non-compliance with the Lease and the City's Zoning and Noise Ordinances.

If, after a public hearing, the City approves the CUP application, conditions of approval are needed to enforce necessary mitigation measures. At a minimum, Residents request that the City (1) include a cap on the total number events, (2) restrict events from happening on consecutive weekends, to no more than 12 weekends a year, and no more than twice in any month, (3) prohibit the scheduling of events beyond the year 2025, (4) implement a timeline for implementation of the mitigation measures referenced in the CUP Application, (5) establish clear consequences for any failures to mitigate the noise and parking impacts, (6) establish a point of contact at the City and WJC responsible for hearing Resident complaints regarding operational violations, and (7) prepare a Mitigated Negative Declaration for the proposed use.

If the CUP application is approved without additional conditions, the Residents will be left with no choice but to pursue any and all legal avenues for recourse.

Sincerely,



Mitchell M. Tsai
Attorney for Carl J. West, Michael A.
Davis, and Anita Yagjian
CC: Justin Mahramas (jmahramas@sheppardmullin.com)

Attached:

February 1, 2024, Cease and Desist Letter (Exhibit A);

February 14, 2024, Cease and Desist Letter (Exhibit B);

February 20, 2024, TUP Appeal Form (Exhibit C);

February 20, 2024, CUP, TUP, and CEQA Determinations Appeal Letter (Exhibit D);

November 20, 2023, Event Noise Impact Study (Exhibit E);

March 7, 2024, CUP Application (Exhibit F); and

City of Pasadena Revised Noise Element (Exhibit G).

DATE RECEIVED

JUN 13 2024



EXHIBIT C

LEASE AGREEMENT NO. 13,753

THIS LEASE ("Lease") is made as of the 4th day of April, 198⁹, by and between the PASADENA SURPLUS PROPERTY AUTHORITY, a public body, corporate and politic ("Landlord"), and the WESTERN JUSTICE CENTER, a California non-profit corporation ("Tenant").

1. Premises.

1.1. Demise of Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Los Angeles, State of California, commonly known as 55-85 South Grand Avenue, Pasadena, California, which real property is more fully described in Exhibit A attached hereto and incorporated herein by this reference. Said real property, including the land and all improvements thereon, is herein called "the Premises."

1.2. Relationship of the Parties. Landlord is entering into this Lease as a means of benefiting the citizens of the City of Pasadena (the "City") and its environs through a center for the study of dispute resolution and the administration of justice, to provide additional employment and revenues to the local economy, to provide for improvements in both the local, regional, national, and international components of the legal system, and to provide a forum for educational research. Landlord is also entering into this Lease for the purpose of insuring the restoration and historic preservation of the Premises. A detailed copy of Landlord's goals is attached in the Plan of Public Use for Surplus Property attached hereto as Exhibit B. Tenant is entering into this Lease, rather than directly purchasing the Premises, because the Tenant does not qualify as an organization eligible to purchase the Premises. It is the intent that neither Landlord nor the City of Pasadena shall be required to contribute general funds to the acquisition, restoration or renovation of the Premises, but nothing contained herein shall be construed as prohibiting or restricting the City against assisting Tenant in applying to third parties for grants of funds to be used for restoring the Premises. This Lease is not entered into as a commercial transaction by either party, but Landlord wants to ensure that its goals are met, that the operations of Tenant do not constitute a nuisance or otherwise disturb the neighborhood, and that the Premises are properly maintained and protected.

2. Term.

2.1. Term. The term of this Lease shall be for fifty-five (55) years, commencing on the date Landlord tenders possession of the Premises to Tenant pursuant to Exhibit C, attached hereto (the "Commencement Date"), and ending fifty-five (55) years

thereafter, unless sooner terminated pursuant to any provision hereof.

2.2. **Delay.** It is acknowledged Landlord does not presently own the Premises, but Landlord is offering to purchase the Premises from the General Services Administration (the "GSA"). If Landlord is unable to deliver to Tenant possession of the Premises by December 31, 1989, Landlord shall not be liable for any damage caused thereby. In such event, this Lease shall not be void or voidable, provided that possession is tendered to Tenant December 31, 1989; subject to further extensions aggregating no more than ninety (90) days due to acts of God, war, labor strikes, and other occurrences beyond the control of Landlord, plus any period of time due to delays caused by Tenant. In the event of such late delivery of the Premises, the commencement of the term of this Lease shall be postponed by the length of such delay in delivering possession, and the liability of Tenant for rent (other than the initial payment under Section 3.1) shall be postponed until the newly determined Commencement Date. In the event that Landlord has not tendered possession to Tenant within the period in which such delay is excused as set forth herein, this Lease shall be voidable without further obligation at the option of either party upon written notice to the other party. In the event either party elects to void the Lease under this Section 2.2, the initial rental payment provided in Section 3 shall be returned to Tenant by the Landlord.

2.3. **Option to Extend Term.** Tenant shall have one (1) option to extend the term of this Lease for a period of forty-four (44) years. This extension option shall be personal to Tenant and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Tenant unless Landlord specifically consents to such assignment; the option herein granted to Tenant shall not be assignable separate and apart from this Lease. Tenant may exercise this option by delivering written notice thereof to Landlord at least ten (10) days prior to the expiration of the initial 55 year term of this Lease.

3. **Rent.**

3.1. **Rent.** Tenant covenants to pay to Landlord during the term hereof, at Landlord's address set forth in Section 24 hereof or to such other persons or at such other places as directed from time to time by written notice to Tenant from Landlord, a rental sufficient to reimburse Landlord and pay all out-of-pocket costs and expenses (including the purchase price) arising from Landlord's acquisition of the Premises from the GSA. The Landlord is contemporaneously herewith entering into an agreement to purchase the Premises from the General Services Administration for the total purchase price of \$412,000, payable by an initial down payment of \$82,400.00, and the balance due in equal

quarterly installments of principal and interest, over a term of ten (10) years, with interest at a rate thereon being equal to the yield rate on ten (10) year Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2 percentage points, rounded to the nearest 1/8%, as of the date of acceptance of the City's offer to purchase the Premises from the GSA. This latter sum shall be evidenced by a promissory note (the "Note") to the GSA. Accordingly, Tenant shall pay the Landlord rent as follows:

3.1.1. Tenant shall deliver to Landlord upon execution of this Lease an initial payment of rent in the sum of \$82,400, which is not to be attributable to any period of time for Tenant's use of the Premises, but is consideration for this Lease.

3.1.2. In addition, within 30 days after receipt of an invoice therefor, Tenant shall pay to Landlord as additional rent (i) all out-of-pocket costs and expenses (other than legal fees) incurred by Landlord in acquiring the Premises, obtaining the extension of credit described in Section 3.1 hereof for acquiring the Premises, and preparing and entering into this Lease, including but not limited to closing fees and costs, and (ii) all costs and expenses incurred by Landlord in holding the Premises for the period from the Landlord's acquisition of possession of the Premises through the Commencement Date, including but not limited to maintenance, utility and security costs, plus any additional sums paid to the GSA.

3.1.3. Tenant shall deliver additional payments of rent to the Landlord quarterly, within thirty (30) days prior to the due date of any installment of principal and interest on the Note to the GSA, in the amount of the next following payment due on the Note, until such time as the obligation to the GSA has been paid in full.

3.1.4. Tenant shall deliver to the Landlord from time to time, within thirty (30) days after receipt of demand therefor, additional rent equal to all out-of-pocket costs and expenses incurred by Landlord in supervising this Lease and in monitoring the Premises, and all sums advanced by Landlord on behalf of Tenant where such sums are required hereunder to be expended by Tenant but Tenant failed to do so. No cost for general overhead or employee salaries of Landlord or City shall be included in such additional rent.

All rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

3.2. **Special Net Lease.** This Lease is what is commonly called a "Net, Net, Net Lease," it being understood that Landlord shall receive the rent set forth in Section 3.1 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent set forth in Section 3.1, Tenant shall pay to the respective entities entitled thereto all taxes, impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise in connection with the use or occupancy of the Premises or which may be contemplated under any provisions of this Lease during the term hereof. If any such charges, costs and expenses shall constitute a lien or charge against the Premises, or if any such fees, charges, costs or expenses are customary fees imposed from time to time on the general public by the City, then such fees, charges, costs or expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such fees, costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties hereto that Tenant shall not be entitled to any offset, abatement of, or reduction in any rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

4. **Quiet Possession.** Upon Tenant paying the rent and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the term hereof subject to all of the provisions of this Lease.

5. **Use.**

5.1. **Use.** The Premises shall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions: (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues; (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space; (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever. Tenant is expressly prohibited from leasing the Premises or any portion thereof to lawyers offering legal services for profit or allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following

completion of all Tenant Improvements (as herein defined) use the Premises for these purposes during ordinary business hours. Nothing herein precludes Tenant from using the Premises for community meetings and other purposes during non-business hours.

5.2. **Compliance with Law.** Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any governmental authority in effect during the term hereof, regulating the use by Tenant of the Premises. If any bureau, department or official of the state, county or city government or any governmental authority having jurisdiction, requires in the exercise of its valid authority that any changes, modifications, replacements, alterations, or additional equipment be made or supplied in or to any portion of the Premises by reason of Tenant's use thereof, or the location of partitions, trade fixtures, or other contents of the Premises, Tenant shall, at Tenant's cost and expense, make and supply such changes, modifications, replacements, alterations or additional equipment. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. **Condition of Premises.**

5.3.1. Tenant hereby accepts the Premises in their condition existing as of the Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants, conditions, or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that Landlord has not made any representation or warranty, express or implied, as to the condition of the Premises, their fitness for any purpose, the presence or absence of any hazardous substances at the Premises, or the present or future suitability of the Premises for Tenant's use thereof. Tenant has had a full, reasonable opportunity to study and investigate the Premises and Tenant accepts the Premises in their "as-is" condition. Tenant acknowledges that Landlord shall not be receiving any net cash flow from this Lease and Tenant understands and agrees that the rent is set at this level because Tenant shall be responsible for improving the Premises to a usable condition. Landlord shall have no obligation to correct any condition or alleged defects.

5.3.2. Landlord hereby notifies Tenant of the presence of certain toxic or hazardous substances or materials in, on or about the Premises. With the exception of asbestos-containing materials, Landlord has no actual knowledge of the presence of any other hazardous substances located in, on, or under the

Premises, but, because the definition of hazardous substance is vague and broad, Landlord also notifies Tenant of the possibility of the presence of other hazardous substances in, on or about the Premises. Tenant shall perform all actions required by law (including obligations of an owner of real property), to describe to any persons of the presences of hazardous or toxic substances materials at the Premises, including disclosures required to be made to subtenants, workers, and the general public. As set forth above, Landlord makes no warranty as to the absence of any type of toxic or hazardous substances or materials, and transfers any duty to clean-up, remove, or store any such substance directly to the Tenant. Further, Landlord shall have no obligation to compensate Tenant for such acts.

5.3.3. Tenant agrees to take all action required by any federal, state, or local law to clean-up, remove, abate, and/or store any toxic or hazardous substances or materials located in, on or about the Premises and to indemnify Landlord against and hold Landlord free and harmless from any liability arising out of Tenant's failure to do so.

5.3.4. Tenant shall remove from the Premises of all asbestos and asbestos-containing materials prior to opening the Premises for business. Tenant shall obtain the services of a licensed contractor, registered with the State of California Division of Industrial Safety, to perform such abatement and any necessary monitoring activities in accordance with all federal, state, and local health and safety regulations. Tenant shall insure that the contractor make proper notification to all appropriate regulatory agencies, including the Environmental Protection Agency ("EPA"), Air Quality Management Division ("AQMD"), California Department of Health Services ("DOHS"), Cal-OSHA, and State of California Division of Industrial Safety, to the extent required by law. Tenant shall also engage the services of a qualified firm to sample air quality and monitor work site activities during the period of asbestos abatement. Landlord will obtain an EPA Site Identification Number, and will provide performance standard criteria for selection of the contractor. Landlord retains the right of review and approval of Tenant's choice of its asbestos abatement contractor and environmental testing firms, prior to Landlord's awarding contracts.

6. **Rehabilitation of the Premises.** Tenant acknowledges and agrees that the Premises require extensive reconstruction and rehabilitation. Attached hereto as Exhibit C is a schedule (the "Improvement Schedule") under which Tenant shall submit plans and proceed with constructing improvements ("Tenant Improvements") for the reconstruction and rehabilitation of the Premises. To this end, Tenant agrees that it shall construct or cause to be constructed at its sole cost and expense all Tenant Improvements on the Premises in accordance with all plans and specifications submitted by Tenant to Landlord pursuant to this Lease. Tenant

may reconstruct and rehabilitate the Premises in phases, provided the various elements are completed within the times set forth in the Improvement Schedule. Notwithstanding the foregoing, Landlord's designated staff members may approve extensions of time in the Improvement Schedule, so long as the rehabilitation of the Premises is fully completed within thirty-six (36) months after the Commencement Date of this Lease. All plans submitted hereunder shall be submitted to Landlord's and City's review bodies as required by City ordinance. Landlord shall exercise its best efforts to cause City to expedite all governmental approvals relating to the renovation of the Premises.

6.1. Historic Preservation Requirements.

Tenant acknowledges that the Premises are listed in the National Register of Historic Places, and therefore, Tenant agrees that all Tenant Improvements and other modifications, alterations and additions to the Premises shall be performed in accordance with the regulations of the Advisory Council on Historic Preservation (the "Council"), "Protection of Historic and Cultural Properties" (36 C.F.R. Part 800), the California State Historic Preservation Officer ("SHPO"), and the National Historic Preservation Act of 1966, as amended (16 U.S.C. Sec. 470f). Tenant further agrees to the following covenants, and agrees to be bound to these covenants, restrictions and limitations.

(a) The structures on the Premises will be preserved and maintained in accordance with plans approved in writing by the California SHPO.

(b) No physical or structural changes or changes of color or surfacing will be made to the exterior of the structures on the Premises, or to architecturally or historically significant interior features, as determined by the California SHPO, without the written approval of the California SHPO.

(c) In the event of a violation of the above restrictions, GSA or the California SHPO, as well as Landlord, may institute a suit against Tenant to enjoin such violation or for damages by reason of any breach thereof.

(d) The above restrictions shall be binding on the parties hereto, their heirs, successors, and assigns in perpetuity; however, the California SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon written application of Tenant and Landlord.

6.2. Plans, Permits and Entitlements for Use. Tenant shall apply for and pursue in a timely and diligent manner all permits and other entitlements for use which may be required by the City, the California SHPO, the Council, or any other public entity or

regulatory body, in connection with the construction of the Tenant Improvements in accordance with the Improvement Schedule.

6.3. Basic Concept Drawings. Tenant shall prepare and submit to the Landlord, the California SHPO, and the Council, for review and approval Basic Concept Drawings and related documents in accordance with the Improvement Schedule. The Basic Concept Drawings shall be subject to the review and approval of the Landlord, the California SHPO and the Council, and, to the extent required by local law, the City, which review and approval shall include aesthetic considerations of the Landlord and the City. The construction of the Tenant Improvements shall be as generally established in the Basic Concept Drawings except for such changes as may be mutually agreed upon by Tenant, Landlord, the California SHPO, and the Council. Approved Basic Concept Drawings will be the basis for preparation of Preliminary Drawings to initiate further detail and design features on a larger scale.

6.4. Preliminary Drawings. Tenant shall prepare for Landlord's, the Council's and the California SHPO's review and approval Preliminary Drawings based upon the approved Basic Concept Drawings within the time period set forth in the Improvement Schedule.

6.5. Landscaping. Tenant shall prepare and submit to Landlord, for Landlord's review and approval, preliminary and final Landscaping Plans for the Premises at the times established in the Improvement Schedule.

6.6. Final Construction Drawings and Related Documents. At the time established in the Improvement Schedule, Tenant shall prepare and submit five sets of Final Construction Drawings, including complete construction documents, site elevations, final outline specifications, and final construction cost estimate summaries, together with one set of appropriate structural computations identical to those required by the Landlord's Building and Development Services Division incident to issuance of building permits, to Landlord, for review by Landlord, the Council, the California SHPO, and other review bodies having legal authority over the Premises, for architectural review and written approval. Final Construction Drawings are hereby defined as those in sufficient detail to obtain necessary building permits. Tenant shall concurrently file duplicate copies thereof with the Landlord's Building and Development Services Division together with required applications for building permits.

6.7. Approval of Plans. Any items submitted to and approved by Landlord shall not be subject to subsequent disapproval. Landlord may designate any staff member of Landlord as having authority to approve or disapprove concepts, drawings and plans on behalf of Landlord. Following approval of the Basic

Concept Drawings, approval of progressively more detailed drawings and specifications will be granted by Landlord if developed as a logical evolution of the documents previously approved. Any disapproval by Landlord shall include in reasonable detail written reasons for disapproval. Tenant, upon receipt of a disapproval, shall revise such portions as are rejected and resubmit them to Landlord within thirty (30) days thereafter, and the time periods set out in the Improvement Schedule shall be tolled accordingly. Approvals shall not unreasonably be withheld.

6.8. Changes in Construction Drawings.

6.8.1. All construction of the Tenant Improvements shall in all respects be performed in compliance with the approved Final Construction Drawings. If Tenant desires to make any changes in the Final Construction Drawings and related documents after their approval by the Landlord, Tenant shall submit the proposed change to the Landlord for its approval. If approved, Landlord shall notify Tenant of such approval in writing within thirty (30) days after submission to the Landlord. Tenant, upon receipt of a disapproval shall revise such portions as are rejected and resubmit revised plans to Landlord within thirty (30) days after receipt of the disapproval notice within the time period set out in the Improvement Schedule. Nothing contained herein shall be construed as permitting Tenant to deviate from approved construction drawings.

6.9. Statement of Final Construction Costs and "As-Built Plans. Within sixty (60) days following completion of the Tenant Improvements on the Premises, Tenant shall furnish to Landlord a complete set of "As-Built" plans and an itemized statement of the actual construction costs of the Tenant Improvements.

6.10. Construction Security. Tenant shall furnish to Landlord either (i) a contractor's performance bond in an amount not less than 100% of the cost of the Tenant Improvements, and a payment bond guaranteeing the contractor's completion of the Tenant Improvements free from liens of materialmen, contractors, subcontractors, mechanics, laborers, and other similar liens; or (ii) other security acceptable to Landlord. Said bonds shall be issued by a responsible surety company, licensed to do business in California, with a financial strength and credit rating acceptable to Landlord, and shall remain in effect until the entire costs for constructing the Tenant Improvements shall have been paid in full. Any such bonds shall be in a form satisfactory to Landlord's City Attorney.

7. Maintenance, Repairs and Alterations.

7.1. Tenant's Obligations. Tenant shall keep in good order, condition and repair, (with replacement, if necessary) the

Premises and every part thereof, structural and nonstructural (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, ducting, electrical, lighting facilities and equipment within the Premises, fixtures, walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, doors, plate glass and skylights located within the Premises, and all landscaping, driveways, fences and signs located on the Premises and sidewalks and parkways adjacent to the Premises.

7.2. Surrender. On the last day of the term hereof, or any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as when the Tenant Improvements were completed, clean and free of debris, ordinary wear and tear and damage by casualty excepted. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings and equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Tenant shall leave the ducting, power panels, electrical distribution systems, lighting fixtures, space heaters, heating and air conditioning systems, plumbing and fencing on the Premises in good operating condition.

7.3. Landlord's Obligations. Except for the obligations of Landlord set forth in Section 9 (relating to destruction) and Section 14 (relating to condemnation of the Premises) it is intended by the parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises nor the buildings located thereon nor the equipment therein, whether structural or non-structural, all of which obligations are intended to be that of Tenant under Section 7.1 hereof. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

7.4. Alterations and Additions.

7.4.1. After the initial construction of the Tenant Improvements, Tenant shall not, without Landlord's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises, except for repair or replacement of interior items which are not a part of the Premises' structure or systems and which cumulatively do not cost in excess of \$50,000.00 in any calendar year, which Tenant may make without Landlord's prior written consent provided Tenant

furnishes Landlord with written notice of such repairs, replacements, alterations, additions or improvements. Tenant shall make no change or alteration to the exterior of any buildings on the Premises without Landlord's prior written consent. Notwithstanding anything provided herein to the contrary, Tenant shall not make any alterations, improvements, additions or Utility Installations whatsoever that may affect architecturally or historically significant interior features, as determined by the California SHPO, without Landlord's prior written approval. As used in this Section 7.4.1, the term "Utility Installation" shall mean carpeting, window coverings, HVAC ducting, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to 100% of the estimated cost of such improvements, to insure Landlord and the Premises against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should Tenant make any alterations, improvements, additions or Utility Installations without the prior approval of Landlord, Landlord may require that Tenant immediately remove any or all of the same.

7.4.2. Any alterations, improvements, additions or Utility Installations in, on, or about the Premises that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Landlord prior to the commencement of the work, and the compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

7.4.3. All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall be the property of Tenant until the expiration or sooner termination of this Lease, at which time all such alterations, improvements, additions, and Utility Installations shall then become the property of Landlord, and they shall remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Section 7.4, Tenant's furniture, fixture and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant (subject to the provisions of Section 7.2.)

7.4.4. Notwithstanding anything provided herein to the contrary, Tenant shall not make any alterations or additions that may violate the terms, covenants, and restrictions of Section 6.1 of this Agreement.

7.4.5. The amount of interior, non-structural, non-systemic changes that Tenant may make in each calendar year without obtaining Landlord's prior written consent shall be increased annually in accordance with the percentage increase in the Consumer Price Index for All Urban Consumers, Los Angeles-Anaheim-Riverside Area, 1982-84=100, as prepared by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI"); or if such agency shall cease to prepare such index, then any comparable index covering the Los Angeles County area prepared by any other federal or state agency which is approved by Landlord. The new amount of each calendar year shall be determined by multiplying the sum of \$50,000.00 times a fraction, the numerator of which is the CPI for the month of January of the current calendar year, and the denominator of which is the CPI for the month of January, 1989.

7.5. Mechanic's Liens

7.5.1. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Tenant further covenants and agrees that should any mechanic's lien be filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to Tenant, said lien will be discharged by Tenant, by bond or otherwise, within ten (10) days after the filing thereof, at the cost and expense of Tenant. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Premises, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien claim or demand indemnifying Landlord against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so.

8. Insurance and Indemnity.

8.1. Liability Insurance.

8.1.1. Tenant shall procure at its sole cost and expense, and keep in effect from the date of this Lease and at all times until the end of the term Comprehensive Public Liability Insurance applying to the use and occupancy of the Premises, or any part thereof, and the business operated by Tenant, its sublessees, licensees, employees, agents, or any other occupant, on the Premises. Such insurance shall include Blanket Contractual Liability coverage. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000). All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add Landlord and the City, their members, officers, directors, employees and agents as additional insureds, and to provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Landlord.

8.1.2. The Comprehensive Public Liability insurance shall be in force the first day of the term of this Lease.

8.1.3. Tenant shall also maintain Workers' Compensation insurance in accordance with California law, and an employer's liability insurance endorsement with customary limits. Any policy shall be endorsed with a waiver of subrogation clause for Landlord and the City and their directors, officers, employees, and agents.

8.1.4. All insurance described in this Section shall be endorsed to provide Landlord with 15 days' advance notice of cancellation or change in its terms.

8.1.5. If at any time during the term the amount or coverage of insurance which Tenant is required to carry under this Section is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or lessees of properties located in Pasadena, California, which are similar to and operated for similar purposes as the Premises, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Section. Such requirements shall be reasonable and economically feasible and shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required, provided that in no event shall Tenant be required to provide insurance which exceeds the product of \$1,000,000 times a fraction, the numerator of which is the CPI for the month

of January for the then current calendar year, and the denominator of which is the CPI for the month of January, 1989.

8.1.6. Landlord shall notify Tenant in writing of changes in insurance requirements and, if Tenant does not deposit certificates evidencing acceptable insurance policies with Landlord incorporating such changes within sixty (60) calendar days of receipt of such notice, this Tenant shall be in default under this Lease without the requirement of further notice to Tenant, and Landlord shall be entitled to exercise all legal remedies.

8.1.7. If Tenant fails or refuses to maintain insurance as required hereunder, or fails to provide the proof of insurance, Landlord shall have the right to declare this Lease in default without further notice to Tenant, and Landlord shall be entitled to exercise all legal remedies for breach of this Lease.

8.1.8. The procuring of such required policies of insurance shall not be construed to limit Tenant's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said insurance policies, Tenant shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with the use or occupancy of the Premises.

8.2. Property Insurance.

8.2.1. Tenant shall obtain and keep in force during the term of this Lease a policy of insurance covering loss or damage to the Premises, including the Tenant Improvements and all subsequent and additional improvements thereon, and all personal property of Tenant, in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the total amount required by lenders having liens on the Premises, against all perils included within the classification of fire, extended coverage, builder's risk, vandalism, malicious mischief. In addition, during the period from the Commencement Date until Landlord's final payment on its obligation to the GSA arising from Landlord's acquisition of the Premises, and the release of any lien in favor of the GSA, Tenant shall obtain an endorsement for earthquake and special extended perils ("all risk" as the term is used in the insurance industry), if such endorsement is available at commercially reasonable rates. Tenant shall, in addition, obtain and keep in force during the term of this Lease a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all real estate taxes and insurance costs for said period. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$10,000 per occurrence, and Tenant shall be liable for such

deductible amount. The maximum deductible amount may be increased annually to an amount determined by multiplying the original deductible (viz., \$10,000) by a fraction, the numerator of which is the CPI for the month of January for the then current calendar year, and the denominator of which is the CPI for the month of January, 1989.

8.2.2. In addition to the foregoing, Tenant shall insure its furniture, fixtures, and equipment in their full replacement value.

8.2.3. Not less often than every two and one-half (2-1/2) years during the term of this Lease, Tenant and Landlord shall agree in writing on the full replacement cost of the Premises and all improvements thereon. If, in the opinion of Landlord, the amount or type of property damage insurance coverage, or an other amount or type of insurance at that time is not adequate or not provided for herein, Tenant shall either acquire or increase the insurance coverage as required by Landlord so long as the increased or new coverage is available at commercially reasonable rates.

8.2.4. If Tenant is unable to obtain any fire and extended coverage insurance at commercially reasonable rates between the period from the Commencement Date through the date which is one (1) year thereafter, Landlord shall arrange to insure the Premises through Landlord's umbrella fire and extended coverage insurance policy during such period until the time Tenant is able to acquire its own insurance for the Premises. During the period that Landlord is making available for such insurance, Tenant shall pay to Landlord upon demand the amount of any increase in Landlord's insurance premium attributable solely to Landlord's insuring the Premises, and Tenant shall be responsible for any deductible at Tenant's sole cost and expense.

8.3. Insurance Policies.

8.3.1. If Tenant shall fail to obtain any insurance required hereunder, Landlord may, at its election, obtain such insurance and Tenant shall, as additional rent, reimburse Landlord for the cost thereof plus a ten percent (10%) handling charge, within five (5) days following demand therefor. Insurance required hereunder shall be issued by companies reasonably satisfactory to Landlord. Tenant shall deliver to Landlord copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Section 8. No such policy shall be cancellable or subject to reduction of coverage or other modification except after fifteen (15) days' prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof. Tenant shall not do or permit to be done

anything which shall invalidate the insurance policies referred to in this Section 8. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies referred to in Section 8, then Tenant shall forthwith upon Landlord's demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance. All policies of insurance shall name Landlord, City, and, at Landlord's option, any additional parties designated by Landlord, as an additional insured, except that during the period from the Commencement Date until the date Landlord has paid in full its obligation to the GSA, the fire and extended coverage insurance shall name Landlord as loss payee. After issuance of the final certificate of occupancy, Tenant may be named as loss payee. All insurance required to be provided hereunder is in addition to, and not in lieu of, the indemnity provisions of Section 8.5 and 8.6 hereof.

8.3.2. Tenant shall not use the Premises in any manner, even if the use is for purposes permitted herein, that will result in the cancellation of any insurance which within five (5) calendar days cannot be renewed or replaced. Tenant further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any fire or other insurance policy covering the Premises. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements, in regard to the Premises, of any insurance organization necessary for maintaining fire and extended coverage insurance.

8.4. **Waiver of Subrogation.** Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under Section 8.2, which perils occur in, on, or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.5. **Indemnity.** Tenant shall indemnify, defend, protect, and hold harmless Landlord from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses, (including attorneys' fees) arising from or in connection with, or caused by (i) any act, omission or negligence of Tenant or any sublessee of Tenant, or their respective contractors, licensees, invitees, agents, servants or employees, wheresoever the same may occur; (ii) any use of the Premises, or any accident, injury, death or damage to any person or property occurring in, on or about the Premises, or any part thereof, or from the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant or its sublessees,

contractors, employees, or invitees, in or about the Premises or elsewhere (other than arising as a result of Landlord's gross negligence or intentional misconduct); and (iii) any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause other than Landlord's gross negligence or intentional acts, and Tenant hereby waives all claims in respect thereof against Landlord. These provisions are in addition to, and not in lieu of, the insurance required to be provided by Sections 8.1, 8.2 and 8.3 hereof.

8.6. Exemption of Landlord from Liability. Tenant hereby assumes all risks and liabilities of a landowner in the possession, use or operation of the Premises. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, contractors, workers, or any other person in or about the Premises, including any liability arising from the physical condition of the Premises or the presence of any hazardous or toxic materials or substances on the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from hazardous or toxic materials or substances, fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. These provisions are in addition to, and not in lieu of, the insurance required to be provided by Sections 8.1, 8.2 and 8.3 hereof. Nothing contained herein shall be construed as excusing Landlord from liability for its gross negligence or intentional misconduct.

9. Damage or Destruction.

9.1. Obligation to Rebuild. If some or all of the improvements constituting a part of the Premises or the Premises itself are damaged or destroyed, partially or totally, from any cause whatsoever, then Tenant shall repair, restore and rebuild the Premises, to the extent of available insurance proceeds plus the sum of the applicable deductible under any policy of

insurance hereunder, to its condition and to the design standards existing immediately prior to such damage or destruction, and this Lease shall remain in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time after such damage or destruction has occurred and shall be diligently pursued to completion.

9.2. Total Destruction of the Premises. Notwithstanding anything provided herein to the contrary, in the event the improvements constituting the Premises are damaged or destroyed by any casualty and the cost of repairing and restoring the Premises exceeds 50% of the replacement cost of the improvements constituting the Premises, or if the Premises cannot be repaired, restored or rebuilt to a usable condition with the available insurance proceeds plus the sum of the applicable deductible, then Tenant shall have the option of terminating this Lease as of the date of such damage. Any election to terminate this Lease under such circumstances must be made in writing, and delivered to Landlord within sixty (60) days after the date of occurrence of such damage or destruction. In the event of any such termination, all insurance proceeds shall be paid to Landlord and may be retained by Landlord, and Tenant shall have no further claim on such insurance proceeds, nor shall Landlord have any claim against Tenant for the repair, restoration or rebuilding of the Premises.

9.3. Insurance Proceeds. If Landlord has received the insurance proceeds, the proceeds of any insurance maintained under Section 8.2 hereof shall be made available to Tenant for payment of costs and expense of repair, provided however, that such proceeds may be made available to Tenant subject to reasonable conditions, including, but not limited to architect's certification of cost, retention of percentage of such proceeds pending recordation of a notice of completion, and a lien and completion bond to insure against mechanic's or materialmen's liens arising out of the repair, and to insure completion of the repair, all at the expense of Tenant. Regardless of whether Landlord or Tenant is the loss payee, if the insurance proceeds are not made available to Tenant within 120 days after such damage or destruction, unless the amount of insurance coverage is in dispute with the insurance carrier, Tenant shall have the option for 30 days commencing on the expiration of such 120 day period, of cancelling this Lease. If Tenant shall exercise such option, Tenant shall have no further obligation hereunder and shall have no claim against Landlord. Tenant, in order to exercise said option, shall exercise said option by giving written notice to Landlord within said 30 day period, time being of the essence.

9.4. Damage Near End of Term. If at any time during the last twelve (12) months of the term of this Lease there is damage

to the Premises of any amount, either party may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party of such party's election to do so within thirty (30) days after the date of occurrence of such damage; provided, however, this Lease shall not be terminated if the casualty occurs during the initial 55 year term hereof and if Tenant exercises its option to extend the term hereof prior to the expiration of such thirty (30) day period, provided Tenant is entitled to exercise such option pursuant to the provisions of Section 2.3 hereof.

9.5. Abatement of Rent; Tenant's Remedies. Notwithstanding the partial or total destruction of the Premises and any part thereof, and notwithstanding whether the casualty is insured or not, there shall be no abatement of rent or of any other obligation of Tenant hereunder by reason of such damage or destruction unless the Lease is terminated by virtue of any other provision of this Lease.

9.6. Waiver. Landlord and Tenant waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

10. Real Property Taxes.

10.1. Payment of Taxes. Tenant shall pay the real property tax, if any, as defined in Section 10.2, applicable to the Premises during the term of this Lease. All such payments shall be made at least thirty (30) days prior to the delinquency date of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. If any such taxes paid by Tenant shall cover any period of time prior to or after the expiration of the term hereof, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such taxes, Landlord shall have the right to pay the same, in which case Tenant shall repay such amount to Landlord within ten (10) days after receipt of an invoice therefor.

10.2. Definition of "Real Property Tax." As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any possessory interest tax, license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by an authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable

interest of Landlord in the Premises or in the real property of which the Premises are a part, or as against Landlord's right to rent or other income therefrom. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax," or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed for a service or right not charged prior to June 1, 1978, or, if previously charged, has been increased since June 1, 1978, or (iv) which is imposed as a result of a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (v) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof.

10.3. **Joint Assessment.** If the Premises are not separately assessed, Tenant's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.4. **Personal Property Taxes.**

10.4.1. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

10.4.2. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. **Utilities.** Tenant shall pay for all electricity, water, gas, heat, light, power, telephone, cable television, and other utilities and services supplied to the Premises, together with any taxes thereon.

12. Assignment and Subletting.

12.1. Assignment. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or any right or privilege appurtenant thereto, without first obtaining the written consent of Landlord. A consent to one assignment, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment. Consent to any such assignment shall in no way relieve Tenant of any liability under this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee or sublessee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications of this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining Tenant's or its successor's consent thereto and such action shall not relieve Tenant of liability under this Lease. Any dissolution, merger, consolidation, or other reorganization of Tenant, other than a transfer of the controlling interest to the members of the immediate family of such controlling persons, or a transfer of the controlling interest to an inter vivos trust in which such controlling person is the trustee of the trust, or the sale or other transfer of substantially all of the assets of Tenant, shall be deemed an assignment of this Lease. If any successor of Tenant is a partnership, a transfer of any interest of a general partner or a withdrawal of any general partner from the partnership which changes the controlling ownership of the partnership, or the dissolution of the partnership, shall be deemed to be an assignment of this Lease. Any such assignment without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

12.2. Subletting. Tenant may sublease portions of the Premises without obtaining Landlord's consent provided the sublease complies with the following terms:

12.2.1. The sublease executed by the sublessee shall be in a form of sublease agreement previously approved by Landlord; provided, however, after Landlord approves the sublease form, Landlord's designated staff and employees may approve modifications to the form;

12.2.2. No sublease of the Premises or portion thereof shall be for a period of less than one (1) year nor shall any sublease extend beyond the expiration date of the term hereof, except for subleases to visiting scholars or subleases for research project uses, in which event the sublease term may be for any reasonable period;

12.2.3. All subleases shall provide for the sublessee to purchase the same liability insurance in the same amounts as required in this Lease;

12.2.4. All subleases shall provide for the sublessees to release Landlord herein from all liability concerning the condition and use of the Premises, and to look solely to Tenant herein in the event of any claim or cause of action concerning the Premises;

12.2.5. All subleases shall include indemnification provisions by the sublessee in favor of Landlord hereunder, to the same extent as set forth in this Lease;

12.2.6. Each sublease shall contain a provision, satisfactory to Landlord, requiring the sublessee to attorn to Landlord and acknowledging that such attornment may be terminated by Landlord without cause upon 30 days' written notice given at any time after the date of termination of this Lease;

12.2.7. Each sublease shall contain an express acknowledgment and agreement by the sublessee that in the event the sublessee is required to attorn as provided above, or otherwise permitted to attorn, not more than two (2) months' rent (including security deposits) theretofore actually prepaid by the sublessee to Tenant will be recognized or allowed as a credit against any rent or other sums which the person to whom the sublessee attorns is entitled to receive or recover;

12.2.8. No Sublessee shall use the subleased premises for a purpose other than a use permitted by this Lease; and

12.2.9. Tenant shall, promptly after execution of each sublease or amendment thereto, notify Landlord of such execution and of the name and mailing address of the sublessee and shall provide Landlord with a copy of the sublease or amendment.

12.3. **Additional Terms.** The foregoing is not intended to imply any waiver or Landlord's reservation of the absolute right to disapprove assignments or subleases for uses that differ in any respect from the use expressly permitted in Section 5 of Lease. Landlord also agrees not to unreasonably withhold consent to a sublease of the entire Premises to a non-profit corporation that will issue tax-exempt Certificates of Participation that will be used to finance the payment of rent and construction of the Tenant Improvements. No assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. No assignment shall be binding on Landlord unless such assignee shall deliver to Landlord a

counterpart of such assignment (and any related collateral agreement) and an instrument in recordable form which contains a covenant of assumption by the assignee satisfactory in substance and form to Landlord. The failure or refusal of the assignee to execute such an instrument of assumption shall not waive, release or discharge the assignee from its liability.

12.4. Assignment as a Result of Tenant's Bankruptcy.

12.4.1. In the event this Lease is assigned to any person or entity pursuant to provisions of the Bankruptcy Code, 11 USC Section 101, et seq., (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and promptly be paid to or turned over to Landlord.

12.4.2. If Tenant, pursuant to this Lease, proposes to assign the same pursuant to the provisions of the Bankruptcy Code, to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Landlord, then notice of the proposed assignment setting forth (i) the name and address of such person (ii) all of the terms and conditions of such offer, and (iii) the assurances referred to in Section 365(b) and 365(f) of the Bankruptcy Code, shall be given to the Landlord by Tenant no later than twenty (20) days after receipt of such offer by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid such person for the assignment of this Lease.

12.4.3. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

12.4.4. The following factors may be considered by the

Landlord as necessary in order to determine whether or not the proposed assignee has furnished Landlord with adequate assurance of its ability to perform the obligations of this Lease:

12.4.4.1. The adequacy of a security deposit.

12.4.4.2. Net worth and other financial elements of the proposed assignee.

12.4.5. In the event Landlord rejects the proposed assignee, the rights and obligations of the parties hereto shall continue to be governed by the terms of this Lease, and Tenant shall have all the rights of a tenant under applicable state law.

12.5. **Assignment by Landlord.** During the term of this Lease, Landlord agrees not to encumber the Premises except as herein provided to the GSA, nor to assign its interest herein to any entity that is not affiliated with the City of Pasadena, without Tenant's prior written consent.

13. **Defaults and Remedies.**

13.1. **Default by Tenant.** The occurrence of any one or more the following events shall constitute a material default and breach of this Lease by Tenant:

13.1.1. The vacating or abandonment of the Premises by Tenant.

13.1.2. The failure by Tenant to make any payment of rent or any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a three-day notice to pay rent or quit pursuant to California Code of Civil Procedure 1161, or any successor unlawful detainer statute, such notice to pay rent or quit shall also constitute the notice required by this subparagraph.

13.1.3. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph 3.1.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

13.1.4. (i) The making by Tenant of any general

arrangement or assignment for the benefit of creditor; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this Section 13.1.4 is contrary to any applicable law, such provision shall be of no force or effect.

13.1.5. The discovery by Landlord that any financial statement given to Landlord by Tenant, any assignee of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligations hereunder, or any of them, was materially false.

13.2. Remedies of Landlord. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

13.2.1. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including reasonable attorney's fees, and any real estate commission actually paid in connection with such reletting; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could reasonably be avoided.

13.2.2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder. For the purposes of this Section 13.2.2, Landlord shall not unreasonably withhold consent to a subletting of the Premises, under the terms set forth in Section 12.3 hereof. For purposes of this Section 13.2.2, the following acts by Landlord shall not constitute a termination of Tenant's right to possession: (i) acts of maintenance or preservation or

efforts to relet the Premises; or (ii) the appointment of a receiver under the initiative of Landlord to protect Landlord's interest under this Lease.

13.2.3. Pursue any other remedy now or hereafter available to Landlord under the laws of judicial decisions of the State of California. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3. **Landlord's Right to Cure Tenant's Defaults.** All covenants and agreements to be performed by Tenant under any of the terms of the Lease shall be at Tenant's sole cost and expense and, except as otherwise specifically provided herein, without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving any rights of Landlord or releasing Tenant from any obligations of Tenant hereunder, make such payment or enter onto the Premises and perform such other act on Tenant's behalf and at Tenant's cost as Landlord deems necessary. All sums so paid by Landlord and all such necessary incidental costs together with interest thereon from the date of such payment by Landlord in connection with the performance of any such act by Landlord shall be considered additional rent hereunder. Except as otherwise in this Lease expressly provided, such rent shall be payable to Landlord on demand, or at the option of Landlord, in such installments as Landlord may elect and may be added to any other rent then due or thereafter becoming due under this Lease, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of any other rent due hereunder.

13.4. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. However, until the date that Landlord's obligation to the GSA under the Note for the purchase price of the Premises has been paid in full, Tenant shall not be entitled to terminate this Lease by reason of Landlord's default and Tenant's remedies shall be limited to an

action for monetary damages at law.

13.5. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any note secured by a trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

13.6. Impounds. In the event that a late charge is payable hereunder, whether or not collected, for three (3) installments of Rent or any other monetary obligation of Tenant under the terms of this Lease, Tenant shall pay to Landlord, if Landlord shall so request, in addition to any other payments required under this Lease, an advance installment, payable monthly, as estimated by Landlord, for real property tax and insurance expenses on the Premises which are payable by Tenant under the terms of this Lease. Such fund shall be established to insure payment when due, before delinquency, of any or all such real property taxes and insurance premiums. If the amounts paid to Landlord by Tenant under the provisions of this Section are insufficient to discharge the obligations of Tenant to pay such real property taxes and insurance premiums as the same become due, Tenant shall pay to Landlord, upon Landlord's demand, such additional sums necessary to pay such obligations. All moneys paid to Landlord under this Section may be intermingled with other moneys of Landlord and shall not bear interest. In the event of a default in the obligations of Tenant to perform under this Lease, then any balance remaining from funds paid to Landlord under the provisions of this Section may, at the option of Landlord, be applied to the payment of any monetary default of Tenant in lieu of being applied to the payment of real property tax and insurance premiums.

14. Condemnation. If the Premises or any portion are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or

taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty-five percent (25%) of the rentable area of any building on the Premises, or such portion of the land area of the Premises which is not occupied by any building as would make use of the building unusable or undesirable for the uses described in Section 5, above, is taken by condemnation, Landlord or Tenant may, at either party's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken such possession) terminate this Lease as to the portion of the Premises so affected by such condemnation as of the date the condemning authority takes such possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, and there shall be no reduction in rent payable hereunder. Any award for, or payment attributable to, the bonus value of Tenant's leasehold interest shall be the property of Tenant; provided, however, one-half (1/2) of any award attributable to the bonus value of Tenant's leasehold interest in the Premises shall be payable to Landlord if (i) the condemning authority is an entity other than Landlord, the City, or an entity affiliated with the City, and (ii) Tenant relocates at a location other than within the City of Pasadena. Moreover, Tenant shall receive any award for the value of any improvements to the Premises constructed by Tenant. Any remaining award for the underlying fee interest shall be paid to Landlord. Notwithstanding anything provided herein to the contrary, if the award to Landlord is insufficient to pay the unpaid balance of Landlord's obligation to the GSA, Landlord shall receive at least such amount as is required for Landlord to pay the balance of any obligation to the GSA. In any event, Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. If this Lease is not terminated by reason of such condemnation, then Tenant shall, to the extent of severance damages received by Tenant in connection with such condemnation, repair any damage to the Premises caused by such taking. Nothing contained herein shall be construed as waiving Landlord's right to acquire Tenant's interest in this lease by eminent domain.

15. **Brokers.** Landlord represents and warrants to Tenant that Landlord has used no broker, agent, finder or other person in connection with this Lease to whom a brokerage or other commission or fee may be payable. Tenant represents and warrants to Landlord that Tenant has used no broker, agent, finder or other person in connection with this Lease to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from any breach by the indemnifying party of the warranties, representations and covenants in this Section.

16. **Easements.** This Lease and all rights given hereunder are subject to all easements and rights-of-way of record prior to the date of Landlord's receipt of fee title to the Premises, and shall be subject to future easements and rights-of-way for access, gas, electricity, water, sewer, drainage, telephone, telegraph, television, transmission, or other public facilities, as may be reasonably determined from time-to-time by Landlord. Landlord agrees that an effort shall be made or cause to be made so that such future easements and right-of-way shall be located and facilities installed as to produce a minimum amount of interference to Tenant's use of the Premises. Tenant shall not be entitled to any monetary payment or other remuneration for any such future easements from Landlord, except for damage directly resulting from actions on the Premises solely by Landlord which deny access to the Premises by Tenant's customers, and only those damages occurring during such denial of access.

17. **Estoppel Certificate and Financial Statements.**

17.1. Tenant or Landlord, as the case may be, shall from time to time upon not less than thirty (30) days' prior written notice from the other party, execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to the knowledge of the party issuing the certificate, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed, and (iii) certifying any other matters relating to the Lease, the Premises, or Tenant's business or financial condition which the requesting party may request. Any such statement may be conclusively relied upon by any prospective purchaser of the Premises.

17.2. At the option of the requesting party, failure to deliver such statement within such time shall be a material breach of this Lease, or shall be conclusive upon the party obligated to issue such certificate (i) that this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) that there are no uncured defaults in the requesting party's performance, and (iii) that not more than one installment of rent has been paid in advance.

17.3. From time to time, upon thirty (30) days notice from Landlord, Tenant shall deliver to Landlord the most recently compiled financial statement of Tenant, and, if requested by Landlord, the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord in

confidence and shall be used only for the purposes herein set forth.

18. **Landlord's Liability.** The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability with respect to Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord, or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns only during their respective periods of ownership.

19. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20. **Interest on Past-due Obligations.** Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the maximum rate then allowable to be charged by non-exempt lenders under the usury laws of the State of California from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

21. **Time of Essence.** Time is of the essence.

22. **Additional Rent.** Any monetary obligations of Tenant to Landlord under the terms of this Lease shall be deemed to be rent.

23. **Force Majeure.** Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, and nothing contained in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder.

24. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter

mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither Landlord nor any employees or agents of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of said Premises and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease. Landlord agrees to review and consider in good faith modifications to this Lease as may be required by prospective lenders or donors as a condition to a loan or gift, but nothing shall be construed as obligating Landlord to accept any such request for modification.

25. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the following address:

If to Landlord: City of Pasadena
 100 North Garfield Avenue
 Pasadena, CA 91109
 Attn: City Manager

If to Tenant: Western Justice Center
 Federal Building, Suite 112
 125 South Grand Avenue
 Pasadena, California 91105
 Attention: Judge Dorothy Nelson

With a copy to: Latham & Watkins
 555 S. Flower St.
 45th Floor
 Los Angeles, CA 90071
 Attention: Don Baker, Esq.

Either party may by notice to the other specify a different address for notice purposes except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. Any such notice shall be deemed delivered three (3) days after the deposit of same with the U.S. Postal Service. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

26. **Parking.** The Premises lack sufficient on-site parking. Prior to applying for a building permit for construction of the Tenant Improvements, Tenant shall make arrangements to satisfy off-street parking requirements of the City of Pasadena Municipal Code. It is acknowledged and agreed that the City of Pasadena shall not be required to issue a building permit for construction of the Tenant Improvements until Tenant has satisfied the off-street parking requirements of the City.

27. **Waivers.**

27.1. No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No delay or omission in the exercise of any right or remedy by either party to this Lease on the occurrence of any default by the other party to this Lease shall impair such a right or remedy or be construed as a waiver. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

27.2. No acceptance by Landlord of a lesser sum than the rent and any additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

28. **Recording.** Tenant shall not record this Lease or any memorandum thereof without Landlord's prior written consent.

29. **Holding Over.** If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the

expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant.

30. Inspection Of Books and Records. Landlord shall have the right at all reasonable times to inspect the books and records of Tenant relevant to the purposes of this Lease.

31. Equal Employment Opportunity. Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against any employee or applicant for employment with Tenant because of race, color, religion, sex, physical handicap, or national origin and that there shall be affirmative action undertaken to assure applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, physical handicap or national origin. Tenant, its successors and assigns, and all persons claiming under or through them, shall submit to Landlord for review and approval a written affirmative action program to attain improved employment for racial and ethnic minorities and women and during the term of this Lease shall further make available employment records to Landlord upon request. Tenant, its successors and assigns, and all persons claiming under or through them, shall certify in writing to Landlord that Tenant, its successors and assigns, and all persons claiming under or through them, are in compliance and throughout the term of this Lease will comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal, State, and local law, regulation and policy (including without limitation those adopted by Landlord) relating to equal opportunity and affirmative action programs, including any such law, regulation, and policy hereinafter enacted. Compliance and performance by Tenant, its successors and assigns, and all persons claiming under or through them, of the equal employment opportunity and affirmative action program provision of this Lease is an express condition hereof and any failure by Tenant to so comply and perform shall be a default as provided in said Lease and Landlord may exercise any right as provided therein and as otherwise provided by law.

32. Affirmative Action in Contracting. In carrying out this Lease, the Tenant shall establish and carry out an Affirmative Action Plan for equal employment opportunity and affirmative action in contracting satisfactory to Landlord consistent with the requirements of Chapter 4.09 of the Pasadena Municipal Code and the rules and regulations promulgated thereunder. Tenant shall also comply with the Equal Opportunity Employment Practices provisions attached hereto as Exhibit D. Prior to entering into construction contracts and subcontracts for the Tenant Improvements, Tenant shall prepare and submit to Landlord a plan for affirmative action in contracting which complies with said

Ordinance as determined by the City's Equal Employment Administrator. Tenant also shall require its contractors and subcontractors to comply with Chapter 4.09 of the Pasadena Municipal Code and the Affirmative Action Plan as approved by the Equal Employment Administrator.

33. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

34. Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

35. Binding Effect; Choice of Law. Subject to the provisions of Section 18, this Lease shall bind the parties, their personal representatives, heirs, successors and assigns. This Lease shall be governed by the laws of the State of California.

36. Subordination.

36.1. This Lease, at Landlord's option, shall be subordinate to the deed of trust securing the loan from the GSA to the Landlord the proceeds of which were used to acquire the real property of which the Premises are a part, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If the GSA shall elect to have this Lease prior to the lien of its deed of trust, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such deed of trust, whether this Lease is dated prior or subsequent to the date of said deed of trust or the date of recording thereof.

36.2. Tenant agrees to execute any documents required to effectuate an attornment, a subordination or to make this Lease inferior to the lien of GSA's deed of trust. Tenant's failure to execute such documents within five (5) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 35.

37. Attorney's Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such arbitration or action, on trial or

appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court or arbitrators. .

38. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building improved thereon as Landlord may deem necessary or desirable.

39. Auctions. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent.

40. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent.

41. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

42. Security Measures. Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

43. Authority. Each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

44. Conflict. Any conflict between the provisions of this Lease and any addendum hereto shall be controlled by the addendum hereto.

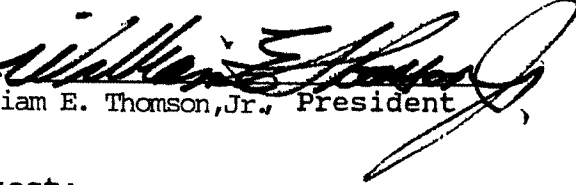
45. Consents and Approvals. Consents and approvals of Landlord and Tenant under this Lease shall not unreasonably be withheld.

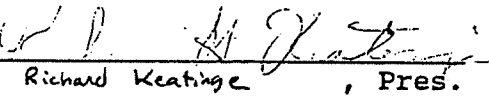
46. Limitation of Liability. Landlord acknowledges that Tenant is a California non-profit corporation and that no officer, director, agent, employee or member of Tenant shall be or be deemed to be a guarantor of the obligations of Tenant under this Lease or to be personally liable to Landlord under this Lease or for the performance or non-performance of Tenant hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

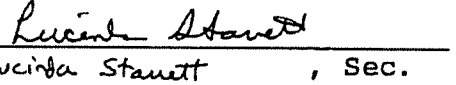
Pasadena Surplus Property Authority

Western Justice Center, a California non-profit corporation

By: 
William E. Thomson, Jr., President

By: 
Richard Keatinge, Pres.

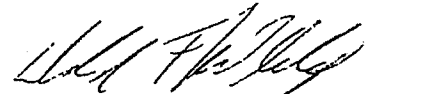
Attest:

By: 
Lucinda Stanett, Sec.


Pamela S. Swift, Clerk

4/5/89

By:


Donald F. McIntyre Executive Director

- Exhibit A - Legal Description
- Exhibit B - Plan of Public Use for Surplus Property
- Exhibit C - Improvement Schedule
- Exhibit D - Equal Opportunity Employment Practices

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOTS 2 AND 3 OF BERRY AND ELLIOTT'S SUBDIVISION, DIVISION "D", OF SAN GABRIEL ORANGE GROVE ASSOCIATION LANDS, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 32 PAGE 55, AND IN BOOK 2 PAGE 600, ALL OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF VISTA CREST, AS PER MAP RECORDED IN BOOK 5, PAGE 34 OF MAPS, RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE WESTERLY LINE OF GRAND AVENUE (70 FEET WIDE); THENCE NORTH 3 DEGREES 13 MINUTES 59 SECONDS EAST, 142.77 FEET ALONG THE WEST LINE OF GRAND AVENUE TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 86.18 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID GRAND AVENUE SOUTH 86 DEGREES 25 MINUTES 41 SECONDS WEST, 111.41 FEET; THENCE SOUTH 0 DEGREES 46 MINUTES 02 SECONDS WEST, 8.97 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 09 SECONDS WEST, 19.79 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 26 SECONDS EAST, 90.38 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 20 SECONDS WEST, 23.83 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 40 SECONDS EAST, 137.76 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 20 SECONDS EAST, 152.45 FEET TO THE WESTERLY LINE OF SAID GRAND AVENUE; THENCE NORTH 8 DEGREES 27 MINUTES 30 SECONDS EAST, 16.32 FEET TO THE POINT OF BEGINNING.

AREA COMPRISES 35,768.83 SQ. FT: 0.82 ACRES

PLAN OF PUBLIC USE FOR SURPLUS PROPERTY:

GRAND AVENUE, PASADENA, CALIFORNIA

The City of Pasadena's purchase of the site of four historic buildings in the Vista del Arroyo complex will make possible restoration of the buildings as offices for nonprofit groups dedicated to law reform. The complex, called the Western Justice Center, is intended to improve America's legal system.

Western Justice Center Concept: The historic buildings are listed in the National Register. They are adjacent to the Federal Building at 125 South Grand Avenue, which houses facilities of the Ninth Circuit Court of Appeals (the "Court"). After the successful renovation of the Federal Building, Judges of the Court initiated the Western Justice Center as an appropriate use for these adjacent buildings. Tenant organizations, which must be nonprofits with law-related purposes, will occupy the buildings and thus interact in a campus setting.

The creation of a Western Justice Center campus will encourage collaborative work and research among these organizations which are presently dispersed all across the United States, primarily in the East. Organizations which stimulate research and development in judicial administration and education, alternative forms of dispute resolution, continuing education of the Bar, international legal issues and other area of justice reform will be eligible to lease space in the Center. Visiting scholars from the United States and abroad will engage in research, run pilot projects and test methods of dispute resolution. Seminars and conferences aimed at producing concrete proposals for improving the justice system will be based at the Center.

Center organizations will have access to the excellent library facilities of the Ninth Circuit Court of Appeals as well as proximity to judges and court personnel. The Center site is close to more courts (state and federal) and law schools than any other location in the United States. The Center will bring great prestige not only to the Ninth Circuit and Pasadena but also to the United States.

Benefits to the City of Pasadena. The proposed site of the Western Justice Center is a site of important historic and architectural significance within a stable residential neighborhood of low and medium density. The neighborhood is a compatible mix of large homes on spacious lots, condominiums and institutional uses including the Court of Appeals building. The Center will be a welcome addition to this neighborhood and would

EXHIBIT B

be associated with the City's long tradition of harmoniously joining fine institutions with neighborhoods of architectural and environmental sensitivity. The Western Justice Center's stated commitment to high design quality and sensitive re-use of the historic buildings will maintain the historic integrity of the Vista del Arroyo complex within its neighborhood context.

The present condition of the site is extremely poor. The buildings have not been used or maintained for a period exceeding twenty years. The use of the site by the Western Justice Center will resolve the many problems associated with this neglect including its attraction to vagrants and other trespassers. Use by the Center will ensure that the property is upgraded in a manner consistent with precedent of high quality set by the General Services Administration in its rehabilitation of the Court of Appeals building. Because of their poor condition, it is important that improvements to these buildings take place as soon as possible while preservation is still feasible.

The Western Justice Center will provide important local services in addition to serving as a national and regional resource. It will serve as the home of the Community Dispute Resolution Center. This institution has played an important role by providing alternatives to the use of our over-burdened court system in solving many disputes. The Community Dispute Resolution Center is used to resolve over 450 conflicts per year. The City specifically contracts with the Center to mediate disputes between landlords and tenants. In addition to this City contract the Center handles all types of disputes for Pasadena residents for a very nominal fee. The current fee schedule for the Community Dispute Resolution Center is \$10 for the filing fee and the actual hearing fee is based upon income with a sliding scale of \$18 to \$50 an hour to be shared by the disputants. Low income residents and retired persons on a fixed income do not pay any hearing fee. Mr. Frank Zupan, the Executive Director of the Center, projects that with the move to the Western Justice Center, the caseload can be nearly doubled to approximately 800 cases per year.

Pasadena is a City of great institutions including the California Institute of Technology, Art Center College of Design and Ambassador College. Each of these have found a hospitable home in Pasadena which has provided a full range of housing for employees, excellent accommodations for visitors and outstanding cultural resources for all. The City anticipates that the Western Justice Center will bring visiting scholars to its campus and that ancillary activities such as legal conferences will also result.

The City's Conference Center will probably be utilized to a greater degree and the direct and indirect economic benefits of these activities will improve the City's revenue base. It is estimated that the average visitor to Pasadena generates \$478 in direct and indirect activity in the City of Pasadena during an

average stay of 2.5 days. The Western Justice Center anticipates an average of 1000 visitors per year in its initial start-up, generating approximately \$478,000 a year to the Pasadena economy. This number will increase as such ancillary activities such as seminars, conferences and conventions are produced in association with the Center. In addition, the Western Justice Center projects a labor force of approximately 40-50 people, thus adding jobs and spending to the local economy.

Organizations Seeking to Locate at the Western Justice Center. The Department of Justice has expressed interest in this site as one of four sites for research and development into alternative forms of dispute resolution. The American Bar Association is also reviewing the site as its Western location. Others expected to locate at the Center include:

American Arbitration Association
Institute of Judicial Administration (New York)
Institute of Judicial Administration (Sydney, Australia)
ABA Committee on Alternative Dispute Resolution
Private Adjudication (Durham, North Carolina)
Community Dispute Resolution Center (S.G. Valley)
The Los Angeles Center for International Commercial
Arbitration
American Law Institute-American Bar Association
Committee on continuing Professional Education
(ALI-ABA)
California Commission on Lawyer Competence and Legal
Education

The Foundation. The City will master lease the site to the Western Justice Center Foundation, a California nonprofit corporation formed by Ninth Circuit Court of Appeals judges and prominent Southern California lawyers. The Foundation will then sublease to the eligible organizations described above.

Summary. Purchase of the property by the City of Pasadena will provide increased and improved legal services to the citizens of Pasadena and its environs through an improved Dispute Resolution Center operation, provide additional employment and revenues to the local economy, provide for improvements in both the local, regional, national, and international components of the legal system, provide a forum for educational research, and bring prestige to the City of Pasadena.

VISTA2/JW4

IMPROVEMENT SCHEDULE

<u>Action</u>	<u>Date</u>
1. Execution of Lease	April 4, 1989
2. Landlord receives possession of the Premises ("Commencement Date")	Approximately 20 days after GSA's delivery to Landlord of possession of the Premises
3. Submission by Tenant to Landlord for Approval of:	
a. Basic Concept Drawings	____ days after Commencement Date
b. Preliminary Drawings	____ days after receipt of approval of Basic Concept Drawings
c. Landscaping and Grading Plans	____ days after receipt of approval of Preliminary Drawings
4. Submit Working Drawings/ Application for Building Permits to City	____ days after receipt of approval of all previously submitted plans
5. Issuance of Building Permits	20 days after receipt of application (assuming drawings comply with code requirements)
6. Commencement of Construction	30 days after receipt of Building Permits
7. Improvements Completed and Open for Business	36 months after the Commencement Date

RESOLUTION

A RESOLUTION OF THE PASADENA SURPLUS PROPERTY AUTHORITY COMMISSION AUTHORIZING THE PRESIDENT TO SUBMIT AN OFFER TO PURCHASE SURPLUS FEDERAL PROPERTY AT 55-85 GRAND AVE., PASADENA, CALIFORNIA

WHEREAS, the Pasadena Surplus Property Authority was formed pursuant to the authority of California Government Code §§40500 et seq. for the purpose of acquiring, owning, maintaining, operating, improving and disposing of surplus real properties of the United States which are located within, or contiguous to, the boundaries of the City of Pasadena; and

WHEREAS, the Pasadena Surplus Property Authority ("Authority") desires to purchase the Maxwell House and other associated federal surplus property generally located at 55-85 Grand Ave., and described in Exhibit A of the Offer to Purchase (the "property"); and

WHEREAS, the Authority has allocated and will allocate funds to acquire said property; and

WHEREAS, the Authority is required by the General Services Administration ("GSA") pursuant to 40 U.S.C. 484 (e) (3) (H) to adopt this resolution.

NOW THEREFORE, the Commission of the Pasadena Surplus Property Authority does hereby resolve as follows:

Section 1. The Commission hereby empowers and authorized the President to sign and submit to GSA on behalf of the Authority an offer to purchase the property for \$412,000.00. The President is also authorized to sign and submit such other documents as may be necessary to complete the transaction.

Section 2. The amount of \$82,400.00 is hereby authorized to be paid to GSA as an earnest money deposit with the offer to purchase.

Section 3. The Authority will set aside the amount of \$32,960.00 each year for ten years to fund the remaining purchase price of \$329,600.00.

PASSED, APPROVED AND ADOPTED this 4th day of April, 1989.

EXHIBIT F

DATE RECEIVED

JUN 13 2024

 **PASADENA**
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT D

I. The Proposed Lease

Negotiations between the City staff and representatives of the Western Justice Center began in December, 1988 and were successfully concluded on March 28, 1989. The proposed lease was approved by the Western Justice Center Board at a meeting on March 30. The lease was prepared by attorneys Steve Dorsey and Jeff Rabin of Richards, Watson and Gershon, on contract with the City. Donald Baker, an attorney with Latham & Watkins, represented the Western Justice Center.

The salient points of the lease are as follows:

- . Parties - The lease is between the Pasadena Surplus Property Authority, as Landlord, and the Western Justice Center, as Tenant. The Surplus Property Authority was specifically established to facilitate the acquisition of the property. The Surplus Property Authority Ordinance was given second reading on March 28, 1989 and became effective upon publication (April 2, 1989).
- . Term - The term shall be for fifty-five years commencing on the date on which the Surplus Property Authority has possession. The Western Justice Center shall have one option to extend for a period of 44 years. (A Surplus Property Authority, under State law, is allowed to lease property for up to 99 years.)
- . Schedule of Payments (Rent) - The Western Justice Center shall deliver the sum of \$82,400 as an initial payment upon execution of the lease. Quarterly payments shall be due at least 30 days prior to the due date of the Surplus Property Authority's installment payment to G.S.A. (The terms with G.S.A. provide for standard credit terms of 10 years, with a down payment of \$82,400, and the balance payable in equal quarterly installments of principal and interest, with the interest fixed at the Ten Year Treasury Security rate of interest at time of award, plus 1 1/2% rounded to the nearest 1/8%.)
- . Reimbursement Of All City Carrying Costs - The Western Justice Center will pay to the Surplus Property Authority all out-of-pocket costs and expenses incurred by the Surplus Property Authority in holding the premises prior to possession, including, but not limited to, maintenance, utility and security costs.
- . Covenants - The property has been zoned Public Space with a Historic District Overlay. The lease requires the Tenant to comply with historic preservation covenants on the property and that the structures will be preserved and maintained in accordance with plans approved in writing by the California State Historic

Preservation Officer.

- Schedule for Restoration - The lease requires that the design and restoration be completed within 36 months after possession of the premises is delivered to the Tenant. The Improvement Schedule is shown as Exhibit C to the lease and will be completed as soon G.S.A. accepts the Pasadena Surplus Property Authority's Offer to Purchase.
- Construction Security - The Western Justice Center will furnish the Surplus Property Authority with either (i) a contractor's performance bond equal to 100% of the cost of the rehabilitation and a payment bond guaranteeing all subcontractors will be paid and guaranteeing the contractor's completion or (ii) other security acceptable to the Surplus Property Authority. Any bonds posted must be in a form satisfactory to the City Attorney.
- Asbestos - The Western Justice Center is put on notice that the buildings contain asbestos and asbestos-containing materials. Copies of the asbestos report prepared by the G.S.A. were provided to representatives of the Western Justice Center along with cost estimates for removal provided by two contractors. The lease requires the removal of all asbestos and asbestos-containing materials prior to occupying the premises.
- Parking - The lease specifically notes that the property lacks sufficient on-site parking. Prior to applying for a building permit the Western Justice Center shall make arrangements to satisfy the requirements of the Zoning Code. (This requires a 10 year lease for the required number of spaces within 700 feet of the property for employee parking.)
- Use - The use is restricted to the purposes described in the Plan of Public Purpose for Surplus Property filed with the Federal Government. This requires operation of the Center for non-profit law-related functions. There is an express prohibition against leasing the premises for legal services for profit, or for any for-profit activities.
- Insurance - The liability and property insurance provisions have been reviewed and approved by the City's Risk Manager. The required liability coverage, to be carried by the Western Justice Center, is a combined single limit of \$1 million.
- Affirmative Action - The Western Justice Center shall establish and carry out an Affirmative Action Plan for equal employment opportunity and contracting satisfactory to the City and in compliance with Chapter

4.09 of the P.M.C.

II. The Offer to Purchase Real Estate and Acceptance (Offer)

The attached Offer identifies the property as consisting of .82 fee acres located 55-85 South Grand Avenue in Pasadena. The purchase price is established at \$412,000 with \$82,400 payable as an "earnest money" deposit, and the balance payable in equal quarterly installments over a period of 10 years, plus at interest calculated at the yield rate of a 10 year Treasury note, plus 1 1/2% rounded to the nearest 1/8%.

The Surplus Property Authority will assume possession of the property within 15 calendar days after a written request given by the G.S.A. after acceptance of the Offer to Purchase. The G.S.A. is required to accept the Offer within 90 days from the date of receipt. (If the Offer is not accepted within 90 days it is considered rejected unless the G.S.A. specifically receives consent from the Pasadena Surplus Property Authority to extend the time.) G.S.A. must submit this Offer to Congress, through the House Government Operations Committee, in order to complete this transaction. Once the Offer is accepted, the \$82,400 is applied to the purchase of the property. In the event the Offer were to be rejected the deposit will be returned without interest.

Conveyance of the property is accomplished by a quitclaim deed. Therefore, the City has had a title search done to confirm G.S.A. ownership. (In a previous G.S.A. transaction on the conveyance of Vista del Arroyo property to a private party, G.S.A. quitclaimed property the Federal Government did not own.)

The Surplus Property Authority's Offer to Purchase must be accompanied by the earnest money deposit. To that end, the Western Justice Center has deposited \$82,400 with the Pasadena Surplus Property Authority.

In the event of revocation of the Offer, or any default by the Pasadena Surplus Property Authority, the deposit and any subsequent payments may be forfeited.

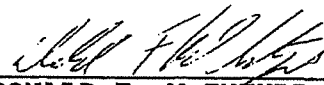
The Surplus Property Authority may not resell this property and make a profit for a period of three years. If the Western Justice Center defaults on its lease or fails to complete the restoration work within the prescribed 36 months, the Surplus Property Authority could sell the property, provided the obligation to G.S.A. is not in default. If a sale takes place within the first three years any "excess profits" must be returned to the G.S.A. after the Surplus Property Authority's acquisition of the property. This "Excess Profits Covenant" will run with the land for a period of 3 years from the date of conveyance.

FISCAL IMPACT: All carrying costs associated with this project are to be reimbursed by the Western Justice Center and all monies due and payable to G.S.A. will be advanced by the Western Justice Center at least 30 days in advance.

In the event of a default by the Western Justice Center on the terms of the lease, the General Fund would be responsible for maintenance and preservation of the site. The City has the option to resell the property in the event of default. However, should default occur within the first three years of the lease, the City can recoup only the purchase price of the property--plus direct costs actually incurred for improvements serving the property. Any excess over this amount would have to be returned to the Federal Government.

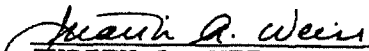
Staff time of the Assistant City Manager and the billings of the attorneys representing the City will be absorbed in the budget. Funds are available in the City Manager's budget Account #260018 and the City Attorney's budget, outside legal services, Account #261016-0110.

Respectfully submitted,




DONALD F. McINTYRE
City Manager

Prepared by:



JUDITH A. WEISS
Assistant City Manager

Concurrence:



VICTOR J. KALETA
City Attorney



MARY J. BRADLEY
Finance Director

Attachments:

- Executed Lease
- Offer to Purchase
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

Resolution No. 6120

A RESOLUTION OF THE PASADENA SURPLUS PROPERTY AUTHORITY
AUTHORIZING THE PRESIDENT TO SUBMIT AN OFFER
TO PURCHASE SURPLUS FEDERAL PROPERTY AT 55-85 GRAND
AVE., PASADENA, CALIFORNIA

WHEREAS, the Pasadena Surplus Property Authority was formed pursuant to the authority of California Government Code §§40500 et seq. for the purpose of acquiring, owning, maintaining, operating, improving and disposing of surplus real properties of the United States which are located within, or contiguous to, the boundaries of the City of Pasadena; and

WHEREAS, the Pasadena Surplus Property Authority ("Authority") desires to purchase the Maxwell House and other associated federal surplus property generally located at 55-85 Grand Ave., and described in Exhibit A of the Offer to Purchase (the "property"); and

WHEREAS, the Authority has allocated and will allocate funds to acquire said property; and

WHEREAS, the Authority is required by the General Services Administration ("GSA") pursuant to 40 U.S.C. 484 (e) (3) (H) to adopt this resolution.

NOW THEREFORE, the Commission of the Pasadena Surplus Property Authority does hereby resolve as follows:

Section 1. The Commission hereby empowers and authorize the President to sign and submit to GSA on behalf of the Authority an offer to purchase the property for \$412,000.00. The President is also authorized to sign and submit such other documents as may be necessary to complete the transaction.

Section 2. The amount of \$82,400.00 is hereby authorized to be paid to GSA as an earnest money deposit with the offer to purchase.

Section 3. The Authority will set aside the amount of \$32,960.00 each year for ten years to fund the remaining purchase price of \$329,600.00.

PASSED, APPROVED AND ADOPTED this 4th day of April, 1989 by the following vote:

Ayes: Commissioners Cole, Crowley, Hughston, Nack, Paparian, Thomson

Noes: None

Absent: Commissioner Glickman

APPROVED AS TO FORM
Tommy J. Hynes
Tommy J. Hynes
DATE April 5, 1989

DATE RECEIVED

JUN 13 2024

 **PASADENA**
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT E



PLANNING DIVISION MASTER APPLICATION FORM

Project Address: 55 - 75 South Grand Avenue, Pasadena, CA 91105

Project Name: Maxwell House

Project Description: (Please describe demolitions, alterations and any new construction) See attached.

Zoning Designation: PS-1 **General Plan Designation:** Medium Density Residential

Estimated Valuation (Cost of Project): N/A

APPLICANT / OWNER INFORMATION

APPLICANT NAME: Western Justice Center

Address: 55 South Grand Avenue

City: Pasadena **State:** CA **Zip:** 91105

CONTACT PERSON: Justin Mahramas - Sheppard Mullin

Address: 333 South Hope Street, 43rd Floor

City: Los Angeles **State:** CA **Zip:** 90071

PROPERTY OWNER NAME: City of Pasadena

Address: 100 North Garfield Avenue

City: Pasadena **State:** CA **Zip:** 91101

Telephone: [323] 854-8963

Fax: [] _____

Email: ebarrett@westernjustice.org

Telephone: [213] 620-1780

Fax: [] _____

Email: JMahramas@sheppardmullin.com

Telephone: [] _____

Fax: [] _____

Email: _____

TYPE OF PLANNING REVIEW AND APPROVALS REQUIRED (Mark clearly the type of approval(s) required):

<input type="checkbox"/> ADJUSTMENT PERMIT	<input type="checkbox"/> HEIGHT AVERAGING	<input type="checkbox"/> PREDEVELOPMENT PLAN REVIEW
<input type="checkbox"/> AFFORDABLE HOUSING CONCESSION OR WAIVER	<input type="checkbox"/> HILLSIDE DEVELOPMENT PERMIT	<input type="checkbox"/> RELIEF FROM THE REPLACEMENT BUILDING PERMIT REQUIREMENT
<input type="checkbox"/> CERTIFICATE OF APPROPRIATENESS	<input type="checkbox"/> HISTORIC DESIGNATION (MONUMENT, LANDMARK, TREE OR SIGN)	<input type="checkbox"/> SIGN EXCEPTION
<input type="checkbox"/> CERTIFICATE OF EXCEPTION	<input type="checkbox"/> HISTORICAL RESEARCH/EVALUATION	<input type="checkbox"/> TENTATIVE PARCEL/TRACT MAP
<input type="checkbox"/> CHANGES TO APPROVED PROJECT	<input type="checkbox"/> LANDMARK TREE PRUNING	<input type="checkbox"/> TEMP. CONDITIONAL USE PERMIT
<input checked="" type="checkbox"/> CONDITIONAL USE PERMIT	<input type="checkbox"/> MASTER DEVELOPMENT PLAN	<input type="checkbox"/> TREE PROTECTION PLAN REVIEW
<input type="checkbox"/> DESIGN REVIEW	<input type="checkbox"/> MASTER SIGN PLAN	<input type="checkbox"/> TREE REMOVAL
<input type="checkbox"/> DEVELOPMENT AGREEMENT	<input type="checkbox"/> MINOR CONDITIONAL USE PERMIT	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> EXPRESSIVE USE PERMIT	<input type="checkbox"/> MINOR VARIANCE	<input type="checkbox"/> VARIANCE FOR HISTORIC RESOURCES
<input type="checkbox"/> FLOOR AREA RATIO (FAR) INCREASE	<input type="checkbox"/> PLANNED DEVELOPMENT ZONE	<input type="checkbox"/> ZONE CHANGE (MAP AMENDMENT)
<input type="checkbox"/> GENERAL PLAN AMENDMENT	<input type="checkbox"/> PRELIMINARY PLAN CHECK	<input type="checkbox"/> OTHER: _____

Note: Space for signature is on reverse side

Master Application (without supplementals)5/27/20

INDEMNIFICATION

Applicant agrees to defend, indemnify, and hold harmless the City and its officers, contractors, consultants, employees, and commission members (collectively, "City") from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation), including any appeals thereto (collectively, "proceeding") brought against the City with regard to any approvals issued in connection with the application(s) by the City, including any action taken pursuant to the California Environmental Quality Act. If Applicant is required to defend the City in connection with such proceeding, the City shall have and retain the right to approve counsel to so defend the City; and all significant decisions concerning the manner in which the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld. The City shall also have and retain the right to not participate in the defense, except that the City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If the City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant. Further, Applicant agrees to defend, indemnify and hold harmless the City from and for all costs and fees incurred in additional investigation or study of, or for supplementing, revising, or amending, any document if made necessary by said proceeding.

CERTIFICATION:

I hereby certify that I am the applicant or designated agent named herein and that I am familiar with the rules and regulations with respect to preparing and filing this petition for discretionary action, and that the statements and answers contained herein and the information attached are in all respects true and accurate to the best of my knowledge and belief.

SIGNATURE OF APPLICANT OR AGENT: _____

Elis Bennett

Date: 3/5/24

<p><u>For Office Use Only</u></p> <p>PLAN # _____ CASE # _____ PRJ # _____</p> <p>DATE ACCEPTED: _____ DATE SUBMITTALS RECEIVED: _____ RECEIVED BY (INITIALS): _____</p> <p>FEES: BASE FEE: \$ _____ 3% RECORDS FEE: \$ _____ TOTAL: \$ _____</p> <p>HISTORIC ARCH. RESEARCH REQUIRED? YES NO PUBLIC ART REVIEW REQUIRED? YES NO TRANSPORTATION REVIEW REQUIRED? YES NO INCLUSIONARY HOUSING REQUIRED? YES NO</p>	<p><u>REVIEW AUTHORITY:</u></p> <p><input type="checkbox"/> STAFF <input type="checkbox"/> HEARING OFFICER <input type="checkbox"/> PLANNING COMMISSION/BZA <input type="checkbox"/> DESIGN COMMISSION <input type="checkbox"/> HISTORIC PRESERVATION COMMISSION <input type="checkbox"/> CITY COUNCIL</p> <p><u>TAXPAYER PROTECTION</u></p> <p><input type="checkbox"/> DISCLOSURE REQUIRED <input type="checkbox"/> NOT REQUIRED</p>	<p><u>CEQA REVIEW:</u></p> <p><input type="checkbox"/> EXEMPTION <input type="checkbox"/> INITIAL STUDY <input type="checkbox"/> EIR</p> <p><u>CEQA REVIEW STATUS:</u></p> <p><input type="checkbox"/> PENDING <input type="checkbox"/> COMPLETED</p>	<p><u>Design & Historic Preservation:</u></p> <p><u>TYPE OF HISTORIC PRESERVATION REVIEW:</u></p> <p><input type="checkbox"/> CATEGORY 1 (DESIGNATED) <input type="checkbox"/> CATEGORY 2 (ELIGIBLE)</p> <p>LANDMARK/HISTORIC DISTRICT NAME: _____</p> <p><u>TYPE OF DESIGN REVIEW:</u></p> <p><input type="checkbox"/> CONCEPT <input type="checkbox"/> FINAL <input type="checkbox"/> CONSOLIDATED <input type="checkbox"/> PRELIMINARY CONSULTATION</p>
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CONDITIONAL USE PERMIT / MINOR CONDITIONAL USE PERMIT

This checklist should be reviewed with a Planner at the Permit Center and must be submitted with the application. Incomplete applications cannot be processed and will be returned to the applicant together with a checklist specifying the items that are incomplete.

MINIMUM SUBMITTAL REQUIREMENTS:

Listed below are the minimum submittal requirements for Conditional Use Permits/Minor Conditional Use Permits. If there are multiple entitlements, they may be combined under one submittal.

- DIGITAL COPIES (PDF)** of all application material
 - a) Submit via USB Flash Drive.

- MASTER APPLICATION** (three copies)
 - a) Cover Sheet with Applicant Signature.
 - b) Environmental Assessment.
 - c) Tree Inventory.
 - d) Taxpayer Protection Act Disclosure Form.

- SITE PLANS** (fully dimensioned, three full size copies and two 11"x17" reductions)
 - a) Applicant name, address and phone number.
 - b) Project site address, north arrow and drawing scale.
 - c) Property lines.
 - d) Internal and external rights-of-way and any vehicular access or other easements.
 - e) Existing and proposed structures with their uses labeled.
 - f) Location of structures on adjacent properties and their uses.
 - g) Mature trees 4 inches or more in diameter (on-site, adjacent to property lines, and in public right-of-way).
 - h) Yard dimensions.
 - i) Topography (when applicable).
 - j) Vicinity map showing ½-mile radius street system with project site highlighted (integrated at lower right hand corner of plan).

- OWNERSHIP VERIFICATION** (one copy)
 - a) Copy of Grant Deed, Deed Trust or Title Report showing ownership.
 - b) Written Consent from property owner to authorize representative (if applicable).

- NOTIFICATION PACKET** (two sets)
 - a) Radius Map and Ownership List.
 - b) Affidavit.
 - c) Mail Merge (Excel Spreadsheet).

- PHOTOS** (two sets)
 - a) A minimum of four colored photos (varied angles) of the project site showing walls, trees, and existing structures.

- APPLICATION FEES**

- CHECKLIST FOR SPECIFIC ENTITLEMENTS & OTHER ITEMS**
Refer to the reverse page for additional submittal requirements.

CONDITIONAL USE PERMIT / MINOR CONDITIONAL USE PERMIT

SPECIFIC ENTITLEMENT REQUIREMENTS:

In addition to the minimum submittal requirements, the following specific entitlement requirements for Conditional Use Permits/Minor Conditional Use Permits shall also be submitted:

- SUPPLEMENTAL APPLICATION** (three copies)
 - a) Description of Request.
 - b) Findings for a Conditional Use Permit/Minor Conditional Use Permit.
 - c) Public Hearing Request (for Minor Conditional Use Permits only).
 - d) Additional findings for specific land uses or specialized conditional use permits.

- INCLUSIONARY HOUSING PLAN** (two copies, if 10 or more new housing units are proposed.) For additional information, contact the Housing Department at (626) 744-8300.

ADDITIONAL ITEMS:

In addition, the following items may be required by the Planner for submittal:

- FLOOR PLANS**
- ELEVATIONS**
- ELEVATION SECTIONS**
- STREET ELEVATION SKETCHES**
- GRADING PLAN** (if greater than or equal to 50 cubic yards)
- TOPOGRAPHIC MAP**
- CALCULATIONS** (square footage, floor area ratio, average slope, etc.)
- LANDSCAPE PLAN**
- CIRCULATION PLAN**
- PHOTO SIMULATIONS** (before and after project implementation, typically for wireless facilities)
- SIGN INVENTORY**
- DEVELOPMENT SCHEDULE**
- ESCROW TITLE PAPERS**
- LEASE AGREEMENT**
- THREE-DIMENSIONAL DIGITAL MODEL** (nonresidential projects over 25,000 sq. ft. must include a 3-D digital model of the proposed building in one of the following formats: .3ds (3D Studio Max), .dae (COLLADA), skp (SketchUp v6), .flt (OpenFlight), kml (Google Earth). For other software than these, consult with staff to determine if this software will be compatible with the City's 3-D digital model)
- OTHER ITEMS**



CONDITIONAL USE PERMIT/ MINOR CONDITIONAL USE PERMIT

Project Address: 55 - 75 South Grand Avenue, Pasadena, CA 91105 Case # _____

DESCRIPTION OF REQUEST:

A separate description and set of findings must be submitted if there is more than one Conditional Use Permit / Minor Conditional Use Permit request. This Conditional Use Permit / Minor Conditional Permit is to:

See attached.

FINDINGS:

The applicant must thoroughly respond to the six (6) directives below to make the required findings for the proposed project. A separate set of findings must be submitted if there is more than one Conditional Use Permit / Minor Conditional Use Permit request. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan can be viewed at the Permit Center and online at www.cityofpasadena.net.

- 1) The proposed use is allowed with a Conditional Use Permit (Major and Minor) within the applicable zoning district and complies with all applicable provisions of this Zoning Code (see Section 17.10 of the City's Zoning Code and the zoning district purposes at the introduction to each zoning district regulation);

See attached.

CONDITIONAL USE PERMIT / MINOR CONDITIONAL USE PERMIT

Project Address: 55 - 75 South Grand Avenue, Pasadena, CA 91105 Case # _____

2) The location of the proposed use complies with the special purposes of this Zoning Code and the purposes of the applicable zoning district;

See attached.

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;

See attached.

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;

See attached.

Supplemental Application for
CONDITIONAL USE PERMIT / MINOR CONDITIONAL USE PERMIT

Project Address: 55 - 75 South Grand Avenue, Pasadena, CA 91105 Case # _____

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; and

See attached.

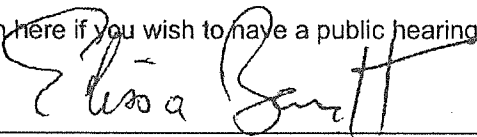
6) The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection.

See attached.

PUBLIC HEARING REQUEST:

Section 17.61.050(F) of the Zoning Code specifies that a public hearing need not be held on a "Minor" Conditional Use Permit if no concern is registered with the Zoning Administrator in response to the required public notice. If no concern is registered, however, the applicant may request that a public hearing be held.

Sign here if you wish to have a public hearing held even if no concern is registered:



Signature of Applicant

3/5/2024
Date

Supplemental Application for Conditional Use Permit

Project Address: 55-75 South Grand Avenue, Pasadena, CA 91105
Applicant: Western Justice Center Foundation (WJC)

DESCRIPTION OF REQUEST:

This Conditional Use Permit ("CUP") relates to the Western Justice Center Foundation ("WJC"), which is the current tenant of a four-building nonprofit campus that WJC manages and which is located at 55, 65, 75, and 85 South Grand Avenue (collectively known as the "WJC Campus") in the City of Pasadena ("City"). This CUP will allow WJC to continue its short-term rental of 55 South Grand Avenue, known as The Maxwell House ("The Maxwell House"), for community and special events with the limitations and relationship to 65 and 75 S. Grand Avenue described herein. No physical modifications will be made to the existing structures.

The Maxwell House was built in 1929 by George H. Maxwell, a well-known litigator and philanthropist, to be a place for private parties and receptions. Since The Maxwell House was built, it has had a variety of uses including as the Presidential Suite for the Vista del Arroyo Hotel and as part of an army hospital during World War II. For several decades after the war, part of The Maxwell House and adjacent buildings were abandoned and became a nuisance to the City and to the surrounding community.

WJC was founded in 1987 by the Honorable Dorothy W. Nelson, judge of the U.S. Court of Appeals for the Ninth Circuit, with a group of judges, lawyers, and civic leaders, to advance alternative dispute resolution and conflict resolution education in and beyond the court system. WJC has evolved to focus on violence prevention and conflict resolution in K-12 schools, including in the Pasadena Unified School District.

The WJC Campus is covered by a ninety-nine (99) year lease with the City ("Lease"). Per the terms of the Lease, WJC is responsible for the full economic costs of renovating, restoring, repairing, maintaining and operating the WJC Campus and can only rent office space on the WJC Campus to other nonprofit organizations. Today, the WJC Campus is home to eighteen (18) local nonprofit organizations, including the Asian American Dispute Resolution Center, Create California, G.R.A.C.E., Jericho Road Pasadena, Laurel Foundation, Leadership Pasadena, MobilityDog, Tools for Peace, United Nations Association – Pasadena Chapter, and WJC itself, among others listed on Exhibit D.

WJC has sole financial responsibility for maintaining and operating the WJC Campus. In order to support and fund WJC's core mission, which focuses on bringing conflict resolution education to TK-12 schools, while maintaining and preserving these four (4) historic buildings, WJC offers The Maxwell House for short-term rentals for community and special events outside of normal business hours and without any interruption to the WJC Campus and nonprofit operations. Funding from The Maxwell House plays a significant part in WJC's ability to sustain its primary mission, to offer below market rental

rates to other nonprofits, and to shoulder the financial burden of running the WJC Campus. Today, The Maxwell House is recognized as a notable Pasadena landmark and is well-known as a place for community gatherings, weddings, life celebrations, and other private events.

This CUP would allow WJC to continue short-term rental of The Maxwell House for events, which would include community events and a limited number of weddings. The schedule of weddings to occur in 2024 and the number of weddings to occur in 2025 and beyond shall be limited to the schedule attached as Exhibit F. The majority of events range from 25-125 people with a possible maximum of 175 people, excluding vendors, security, and members of the WJC team. Guests who attend an event at The Maxwell House must park in the large surface parking lot located one (1) block south from The Maxwell House on Grand Ave as depicted on Exhibit A. Guests are provided with parking directions prior to the event via email communications and reminders upon arrival to avoid any confusion. Prior to each wedding, directional signs will be posted in the nearby area, guiding guests to park in the parking lot. During the weddings, a WJC representative will be present in the front of The Maxwell House during the times guests are arriving and departing to ensure that guests park in the parking lot. Guests are informed to move their vehicles to the designated parking lot if they mistakenly park in the residential areas upon arrival.

For events that take place on Saturday and Sunday, the space is limited to use between the hours of between 9:00 a.m. and 11:00 p.m, which includes any set up and clean up. Some events use the space for a shorter period of time. To ensure a quieter and more efficient cleaning process after the events, the WJC facilities cleaning crew is responsible for clearing the space and taking out the trash after events so as not to disturb the neighbors. For weddings, couples and/or their wedding coordinator, and any vendors are given the option to have any deliveries or initial set up prior to the day of the event and to clean up on a day after the event for a smoother process. Weddings typically last at a maximum of six (6) hours, not including set up and clean up.

After extensive conversations with surrounding community members and the City, WJC has committed to implementing a wide variety of updated policies and procedures for all weddings in addition to a drastic reduction in the number of weddings overall. An example of an existing policy and procedures includes limiting the use of amplified music during the reception portion of a wedding to inside The Maxwell House only. Additionally, the use of outdoor areas will be far more restricted than in the past, including reducing use of the outdoor areas from eight (8) hours to two (2) hours and restricting that use to only wedding ceremonies and photography, as well as moving all food and beverage service inside The Maxwell House.

During the wedding ceremony, occurring on the main patio behind The Maxwell House ("Garden Patio" on Exhibit B), only soft ceremonial music will be played and occasionally a microphone may be used for the exchange of vows. Most wedding ceremonies will occur on the Garden Patio for a maximum two-hour period between 1:00 pm and 6:00 pm. No amplified music is permitted in any of the outdoor areas, at any time, and no

music of any kind is permitted in any of the outdoor areas after 7:00 pm. Use of the patio located behind the building at 65 South Grand Avenue ("Small Patio" on Exhibit B) and use of the area near the large oak tree behind the building at 75 South Grand Avenue ("Oak Tree Area" on Exhibit B) is limited and will be used only for wedding photography. During the weddings, a WJC representative will serve as a door monitor to limit the noise from the building to the outdoor areas.

A majority of events occur inside in the Dining Room, Conference Room, Foyer and Library, including dining and dancing, as shown on Exhibit B. During the event, a decibel meter will be in view of the DJ(s) to ensure that the music remains at a modest decibel level. In addition, all alcohol is required to be served inside The Maxwell House. There will be no bar set up in the outdoor areas and there is a prohibition on shots of alcohol being served at any event.

Additional measures and requirements have been implemented to meet the concern of neighbors with respect to the weddings. For example, WJC will require that all weddings must include wedding coordinators, DJs, and bartender services from a WJC preferred vendor list. All such vendors must agree to comply and remain in compliance with WJC's event policies and procedures.

A sample detailed schedule of a typical wedding is attached as Exhibit C for illustrative purposes.

FINDINGS:

1. The proposed use is allowed with a Conditional Use Permit (Major and Minor) within the applicable zoning district and complies with all applicable provisions of this Zoning Code (see Section 17.10 of the City's Zoning Code and the zoning district purposes at the introduction to each zoning district regulation).

Short-term rental of The Maxwell House is an allowed use with a CUP and complies with all applicable provisions of the City's Zoning Code. A CUP allowing WJC, in addition to its nonprofit work and mission, to continue renting space at The Maxwell House for community events and weddings furthers the City's goals, policies and objectives as set forth in the Zoning Code. The purpose of the City's Zoning Code is to protect and promote the public health, safety and general welfare, and to implement the policies of the General Plan. The intent of the Zoning Code includes the goal of conserving and protecting the historical integrity and character of the City, maintaining and protecting the value of property, and promoting the economic stability of existing land uses. *PCMC 17.10.010.*

The PS 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. *PCMC 17.26.020.* The uses allowed in the PS-1 district (Special Purpose Zoning District) with a CUP include the use for conference centers, recreation facilities, and other entertainment. *PCMC 17.26.030.*

The Maxwell House is located in the PS-1 district. The Maxwell House is one of four (4) historic buildings owned by the City, but occupied, managed and entrusted to WJC to protect, preserve and showcase the Property. Per the terms of the Lease with the City, WJC offers space on the WJC Campus to other nonprofits organizations, which benefit from below market rental rates and use of The Maxwell House for meetings, training sessions, programs and events. These affordable rents do not cover the costs of maintaining and operating the WJC Campus. Funds from community and special events at The Maxwell House are critical to WJC's financial viability and are what allows WJC to fulfill its obligations under the Lease. Without it, WJC would not be able to continue its nonprofit operations and would not be able to fulfill its obligations under the Lease to preserve and maintain the WJC Campus. In addition, the events held at The Maxwell House support a multitude of diversely owned and operated local Pasadena small businesses, including caterers, florists, and event planners contracted with those having weddings at The Maxwell House. With the events held at The Maxwell House, many attendees are from out of town, which contributes to revenue for local hotels, restaurants and shops in the City.

2. The location of the proposed use complies with the special purposes of this Zoning Code and the purposes of the applicable zoning district.

WJC's short-term rentals at The Maxwell House falls within and complies with the allowed uses in a PS-1 district with a CUP. The events held at The Maxwell House are smaller in size and impact than conference centers, recreation facilities, restaurants and bars, all of which are permitted on the property with a CUP. The surrounding area of The Maxwell House includes a wide-range of uses including single family and multi-family residences, museums, grocery stores, restaurants, automotive dealerships and other event spaces. The adjacent streets are also the route for The Rose Parade, also known as the Tournament of Roses Parade or the Rose Bowl Parade, which involves extensive set up and take down of bleachers in the community which usually lasts two to three (2-3) months every year. Therefore, the location of the proposed use complies with the special purposes of this 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.

A CUP allowing WJC to continue its short-term rentals at The Maxwell House furthers the City's goals, policies and objectives as set forth in the General Plan. This use is permitted with the issuance of the CUP, and the development standards of the property are in compliance with the existing use. As stated above, the CUP allowing WJC to continue its short-term rentals for community and special events would have only a positive impact on the organization since the funds raised are necessary to support the maintenance of the historic WJC Campus and WJC's work in the schools and local community.

The guiding principles of the City's General Plan that will be supported by the issuance of the CUP include (i) preserving the City's historic character, (ii) providing jobs, services, revenues and opportunities for the City's residents, nonprofits and small businesses, and

(iii) supporting and further establishing the City as a cultural and entertainment center for the region. The Project is in substantial conformance with the following goals in the General Plan:

Goal 8: Historic Preservation. Preservation and enhancement of Pasadena's cultural and historic buildings, landscapes, streets and districts as valued assets and important representations of its past and a source of community identity, and social, ecological, and economic vitality.

Policy 8.4. Adaptive Reuse. Encourage sensitive adaptive re-use including continuing the historic use of historic resource to achieve their preservation, sensitive rehabilitation, and continued economic and environmental value.

Policy 8.9. Maintenance. Support and encourage maintenance and upkeep of historic resource 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.

Goal 14: Visitors. Pasadena is a major destination for tourists from throughout the world to celebrate its events, culture, history and setting.

Policy 14.1. Tourism and Hospitality. Encourage the growth of cultural assets and entertainment activities that attract visitors and conventioners.

The short-term rental of The Maxwell House supports the costs to maintain and preserve the historic buildings that comprise the WJC Campus while also offering opportunities for visitors to experience and enjoy the historic property. The WJC Campus includes four (4) buildings that were originally named after individual families that built them and were later integrated into the Vista del Arroyo Hotel. The names were The Maxwell House (55 S. Grand Avenue), The Griffith Bungalow (65 S. Grand Avenue), The Cox Bungalow (75 S. Grand Avenue), and The Stuart Bungalow (85 S. Grand Avenue). These homes were originally permitted in the 1890s and were built during the following two (2) decades. The four (4) historic buildings that WJC stewards: The Cox, Griffith, Maxwell and Stuart homes, are all that remain of a dozen such structures. The rest were demolished and redeveloped into condominiums.

Preservation and use of The Maxwell House as a space open to the community for events and celebrations is consistent with the building's history and celebration of its architecture. The Maxwell House offers a unique space that is full of character and gives the City's residents, small businesses, nonprofits, and the City itself a place to hold events and to support the local nonprofit community, including WJC, that occupy the campus. Use of The Maxwell House as a community gathering and lifecycle celebration space gives visitors from outside of the area an opportunity to experience the City's charm and a bit of its history by attending events in the City's historic core, namely Old Pasadena. In addition, WJC's ability to offer The Maxwell House for short-term rental events provides

a vital resource for preserving the historic campus and for fulfilling its property management responsibilities under the Lease.

Goal 11: Job Opportunities. Provide land use capacities that accommodate a diversity of job opportunities for Pasadena's residents.

Goal 15: Sound Local Economy. A sound local economy which attracts investment, increases the tax base, creates employment for Pasadena residents and generates public revenues.

Policy 15.1. Local Investment. Advance local investment to support a robust and consistent resource for municipal revenues and opportunities and that support community services and improvements.

Short-term rental of The Maxwell House supports small businesses and the creation of more job opportunities in the Community. WJC does not provide auxiliary services for any short-term rental events that are held at The Maxwell House. Those who wish to rent the space tend to use the services of a variety of local small businesses including, but not limited to, florists, caterers, party suppliers, musicians, makeup artists, etc. In addition, many of the weddings that take place at The Maxwell House include guests from out of town who stay in the local hotels, dine in the local restaurants, shop at the local retail stores at visit the City's museums, theaters and other forms of entertainment.

WJC has curated a group of diversely owned and operated businesses that serve as preferred vendors for The Maxwell House and collectively generate more than \$1 million in revenue annually in Pasadena and the surrounding areas. Many of the weddings include guests from out of town who stay in the local hotels, dine in the local restaurants, shop at the local retail stores and visit the City's museums, theaters and other forms of entertainment.

Short-term rental of The Maxwell House also supports WJC's core mission which focuses on increasing the conflict resolution education capacity of youth, teachers, schools and community partners, including in and around the Pasadena area. WJC is committed to investing in youth and to advancing conflict resolution methods and restorative practices in schools, including in the Pasadena Unified School District. The WJC Campus is also the home for eighteen (18) local nonprofits, including WJC, many of which also involve investing in youth and championing the well-being of families and children.

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 short-term rental of The Maxwell House would not be detrimental to the health, safety, or general welfare of those living and working in the neighborhood and surrounding areas. In instances where the short-term rental of The Maxwell House includes the service of

alcohol, onsite security personnel is present for the duration of the event. In addition, WJC ensures that its short-term rental events go smoothly and without disturbance to the neighboring residents by having a representative of WJC during all events. For weddings, WJC also requires a wedding coordinator chosen from WJC's preferred vendor list to be present at the event and to comply with all of WJC's event rental policies.

WJC has and will continue to have open communication with the neighboring residents and is currently in the process of developing a system to notify the homeowners associations of the neighboring developments of the schedule of events. WJC will provide contact information to the neighbors in case anyone needs to get in touch with a WJC representative during an event. In order to ensure that the set up and clean up for every event is efficient and avoids congestion with event guests at the site, WJC allows those who are renting the space to drop off items for set up the day prior to the event, if feasible, and to pick up items on a day after the event. This further minimizes traffic and activity on the day of the event. The WJC facilities team, who are cognizant of the potential noise disturbance to the neighbors, are also responsible for clearing the trash and cleaning up the space after an event.

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 short-term rental of The Maxwell House would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. As discussed above, a majority of events occur inside The Maxwell House with very limited activities and uses allowed on the outside areas in order to minimize any possible disturbances to the neighbors. For amplified music played during events inside The Maxwell House, a decibel meter will be in view of the DJ(s) to ensure that the music remains at a modest decibel level.

In addition, all alcohol is required to be served inside The Maxwell House. There will be no bar set up in the outdoor areas. WJC ensures that all vendors are insured and restricts the alcohol services to their screened and preferred alcohol/bartending vendors. There is also a "no alcohol shots" policy at all events. As discussed above, events with alcohol services have security personnel present for the duration of each event along with a representative of the WJC team.

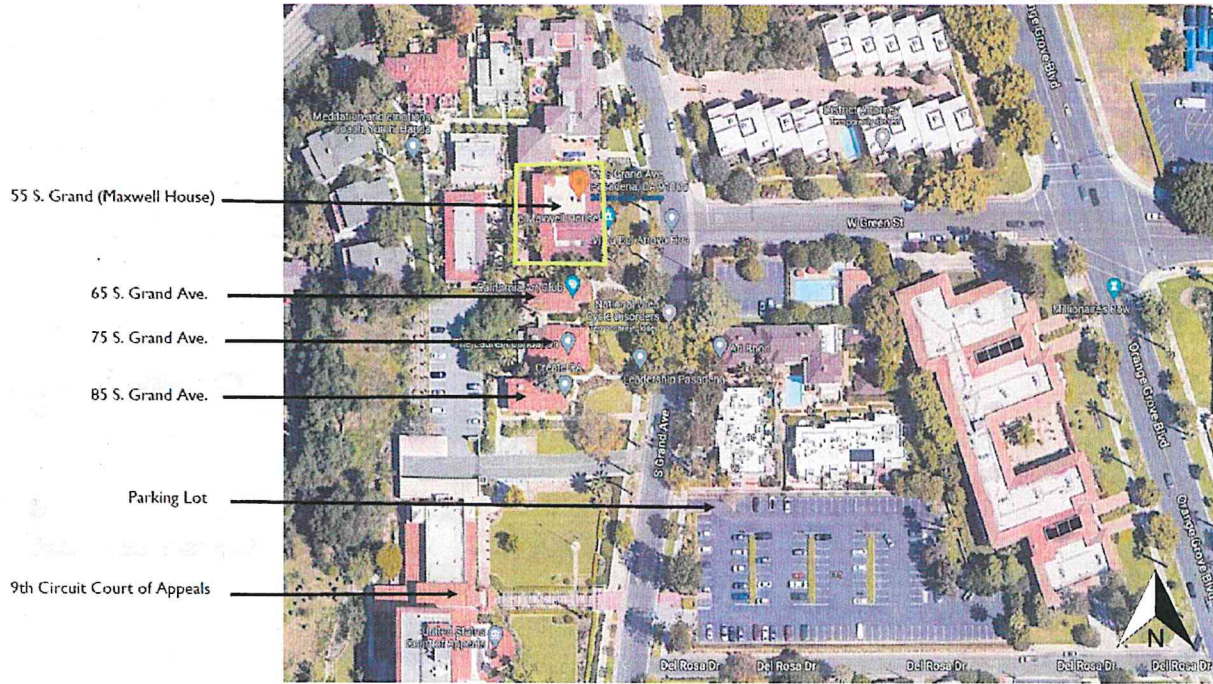
6. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection.

The policies and procedures for the short-term rental of The Maxwell House are compatible with the existing and future land uses in the neighborhood. The CUP will allow WJC to pursue its primary mission, to continue its support of local nonprofit and for profit businesses, and to fulfill its obligations under the Lease. The CUP will also allow WJC to preserve the historic character and charm of the WJC Campus, including The Maxwell

House, which has become an important source of national recognition, community engagement, and economic growth for the City of Pasadena.

**Exhibit A
Site Map**

**Western Justice Center
Site Map**



Western Justice Center
55 South Grand Avenue
Pasadena, CA 90071
(626) 584-7494

**Exhibit B
Floor Plan**



Exhibit C
Schedule of Event (Sample)

Maxwell House Events
Typical Run of Show

EVENT TYPE	DAY	TIME	WHO	WHAT
Saturday Traditional				
	Thursday	6-8pm	Facilities/Janitorial Service Provider	Setup Event
	Friday	9am-12pm	Rental Companies	Rental Drop-off
		1-5pm	Client & Wedding Party	Early Setup & Rehearsal
		5:30 PM	WJC Staff or Venue Representative	Close Building
	Saturday	10:30 AM	WJC Staff or Venue Representative	Open Building
		11:00 AM	Event Planner	Arrive & Setup
		2:00 PM	Event Security	Arrive
		2:00 PM	Event Vendors	Arrive & Setup
		4:00 PM	Guests	Arrive
		4:30 PM	Guests	Ceremony
		5:00 PM	Guests	Cocktail Hour
		6:00 PM	Guests	Dinner Reception
		7:00 PM	WJC Staff or Venue Representative	Depart
		8:00 PM	Guests	Dancing
		9:30 PM	Bartending Vendor	Last Call
		10:00 PM	Guests & Vendors	Event End
		10:00 PM	Event Security	Depart
		10:00 PM	Facilities/Janitorial Service Provider	Arrive
		11:00 PM	Event Planner & Vendors	Clear Property
		12:00 AM	Facilities/Janitorial Service Provider	Close Building
	Monday	9am-12pm	Rental Companies	Rental Pick-up
<i>*Please Note: This is only an example. Detailed event timing may vary, but all events take place between 9am and 11pm.</i>				
Sunday Traditional				
	Sunday	8:30 AM	WJC Staff or Venue Representative	Open Building
		9:00 AM	Event Planner	Arrive & Setup
		12:00 PM	Event Vendors	Arrive & Setup
		1:00 PM	Event Security	Arrive

		3:30 PM	Guests	Ceremony
		4:00 PM	Guests	Arrive
		4:30 PM	Guests	Ceremony
		5:00 PM	Guests	Cocktail Hour
		6:00 PM	Guests	Dinner Reception
		7:00 PM	WJC Staff or Venue Representative	Depart
		8:00 PM	Guests	Dancing
		9:30 PM	Bartending Vendor	Last Call
		10:00 PM	Guests & Vendors	Event End
		10:00 PM	Event Security	Depart
		10:00 PM	Facilities/Janitorial Service Provider	Arrive
		11:00 PM	Event Planner & Vendors	Clear Property
		12:00 AM	Facilities/Janitorial Service Provider	Close Building
	Monday	9am-12pm	Rental Companies	Rental Pick-up

**Please Note: This is only an example. Detailed event timing may vary, but all events take place between 9am and 11pm.*

Boutique Wedding				
	Sunday	2:30 PM	WJC Staff or Venue Representative	Open Building
		3:00 PM	Event Planner & Vendors	Arrive & Setup
		3:00 PM	Event Security	Arrive
		4:00 PM	Guests	Arrive
		4:30 PM	Guests	Ceremony
		5:00 PM	Guests	Cocktail 1/2 Hour
		5:30 PM	Guests	Dinner Reception
		6:30 PM	Guests	Dancing
		7:30 PM	Bartending Services	Last Call
		8:00 PM	Guests & Vendors	Event End
		8:00 PM	WJC Staff or Venue Representative	Depart
		8:00 PM	Event Security	Depart
		8:00 PM	Facilities/Janitorial Service Provider	Arrive
		9:00 PM	Event Planner & Vendors	Clear Property
		10:00 PM	Facilities/Janitorial Service Provider	Close Building

Private Events & Meetings	
	<i>Private events and meetings range from 2 hour minimum to 8 hour max. Timing and days vary, but are held between 9am and 11pm.</i>

Please Note:	
WJC Staff or Venue Representative	WJC Staff or Agency Service Provider (Contracted with WJC)
Event Security	Agency Service Provider (Contracted with WJC)
Facilities/Janitorial Service Provider	Contracted Vendor with WJC
Event Planner	Hired by Client, required for events with 30 or more people.
Vendors	Catering, bartending, florals, DJ, live music, photography, etc.

Exhibit D
Nonprofit Organizations – Tenants

1. Asian Pacific American Dispute Resolution Center (APADRC)
2. California Art Club
3. Community Women Vital Voices Conference
4. Create CA
5. G.R.A.C.E.
6. Innovative Space for Asian American Christianity (ISAAC)
7. Jericho Road Pasadena
8. Laurel Foundation
9. Leadership Pasadena
10. League of Women Voters – Pasadena (LMV)
11. MobilityDog
12. Mt. Wilson Institute
13. Pasadena Audubon Society
14. Pasadena Beautiful Foundation
15. Resources for Infant Educators (RIE)
16. Tools for Peace
17. United Nations Association (Pasadena Chapter)
18. Western Justice Center Foundation (WJC)

Exhibit E
Local Vendors

Company Name	Category
HomeGirl Catering	Catering
Vanessa Jaclyn Photography	Photographer
Darling & Dapper	Miscellaneous
Abby and Amanda Ulf	Coordinator
A Colored Mind	Videographer
Adam Kent	Photographer
sina mao	Florist
Simpy Adri Photography	Photographer
Ana Esquivel	Crepes
The Centerpiece	Event Planner & Design
Confetti Skies	Event Planner, Event Coordinator (Day Of)
Dj Albert Anthony	Entertainment
Alex Nguyễn	Photographer
Antonia Lofaso Catering LLC	Caterer
Lovely Light Imagery	Photographer
Wolfgang Puck Catering	Caterer
American Parking & Limousine Services Inc	Limo Service
Amy Haberland Photography	Photographer
Amy's Culinary Adventures	Catering
Amy Van Vlear Photography	Photographer
Mina's World of Cake	Baker
Dolphin Event Services	Event Rentals
AV Events	Coordinator
Ben Miller Cole	Photographer
Black Tie Kids	Day Care Service
Sparkles & Vintage	Event Planner
Zyaire Porter	Photographer
Jennifer Naylor Catering & Special Events	Caterer
Bright Blue Events	Coordinator
Max City BBQ	Caterer & Bar
Hope Cafe & Catering	Caterer
Chitas Floral Designs	Florist
Dart Collective	DJ
Ink & Rose Events	Coordinator
Primal Alchemy Catering	Caterer
Beautifying Events	Coordinator
Claudia Zamora	Catering & Florist
	Catering
Connie Tao Designs	Dress Designer
Conrad Parker	Photographer
Pink Mozart Entertainment	Harpist
Cory N. Cates Photography	Photographer

Company Name	Category
Courtney Tong	Coordinator
Crash entertainment	Entertainment, Event Lighting
Rodolfo Hernandez	Photographer
Seventh Sense Weddings & Events	officiant
DJ is the Lord	DJ
DJ Vicu Sounds	DJ
Eighteen Placecards	Coordinator
Eilene Gonzales	Coordinator
Elaine Lister	DJ
Big Blue Photo Booth Inc.	Miscellaneous
	Caterer, Event Rentals, Event Planner, Event Coordinator (Day Of)
Allegro Catering and Events	
Endless Entertainment	DJ & Lighting
Enjoyable Moments Photo Booth	Photobooth
Splashes of Time Photography	Photographer
Elon Sharton-Bierig	Photographer
Evangeline and Meloani	Decorators
Eventive Moments	Coordinator
	Event Planner, Event Coordinator (Day Of), Other
Eventive Moments	
Food First Events	Catering
Swift and Stiff	Caterer, Event Rentals, Miscellaneous
Events by Sinclair	Coordinator
Fanatasy Frostings	Baker
Fawn Lettering	Misc.
Auturo's Catering	Caterer
Gabriel Garcia	DJ
Harp by Karina	Event Entertainment
Dearest & Darling	Event Planner, Event Coordinator (Day Of)
Events by Heather	Coordinator
Brass Fern House	Florist
Della Curva (For the Curvy Bride)	Dress Designer
Erin Marie Miller	Photographer
eventive moments	Coordinator
Jardin del Eden	Florist
Kindred Weddings and Events	Coordinator
Martina Micko Photography	Photography
ji creations	Cake Toppers and Signs
Hello June Films	Videographer
Nicolette Wagner	Photographer
Bouquet Sound	DJ
Chelsea Vincent Photography	Photographer
Crepes Bonaparte	Caterer
Erika Bowers	Coordinator

Company Name	Category
GoGoSprockets	Event Lighting & Sound
Goose on the Rocks	Miscellaneous
L.A. Roots Catering	Caterer
LA Roots	Charcuterie
Laurel & Fey	Event Planner, Event Coordinator (Day Of)
Lulan Photography	Photographer
LX pix	Miscellaneous
Lyd & Mo	Photography
MTB Rentals	Event Rental
Oh So Pretty	Event Planner
Rise and Shine Catering	Caterer, Event Coordinator (Day Of)
Takes the Cake	Baker
Takes The Cake	Bakery
The Blushing Details	Event Planner, Event Coordinator (Day Of)
Vanessa Gulino Makeup	Beauty
Flutter Social	Coordinator
Matiz Catering	Caterer
Intristry Pictures	Videographer
The Weekend Society	DJ & Lighting
Randy Wiltshire	DJ & Lighting
JC PARTY RENTALS, INC	Event Rentals, Event Lighting
Urban Pie Mobile Pizzeria & Italian Catering	Caterer
BEST NIGHT EVER EVENTS	DJ
My Eclectic Christmas Fantasy	Event Rentals, Other
Jennelle Kidwell	Caterer
Hyatt Place Pasadena	Hotel & Lodging
Jenny Smith & Co.	Photographer, Other
Cutting Edge	Catering
Jessica Diaz	Photographer
Martinez-Samuel Salon	Beauty
Vavé Studios LLC	Florist
Jennifer Jasso Photography	Photographer
DJ Day	DJ
Mint Leaf Indian Cuisine	Caterer
Paradise Bar Events	Caterer, Other
Huntington Catering	Cateter
Kito Creative	Event Planning & Design
Little Lily's Kitchen	Catering
Kathleen Jaffe	DJ
The Secret Jazz Band	Event Entertainment
Katie Swenson	Photographer
Kef Catering	Caterer
Humble Beginnings Catering	Catering
Myra Elle Photography	Photography

Company Name	Category
Archive Rentals	Event Rentals
KJM Productions	DJ & Lighting
Lafi Silva (friend)	Coordinator
Landros Catering	Caterer
Los Hermanasa Catering	Caterer
Luxe Linen	Event Rentals
DJ Best Bad	DJ
Lavish Events & Design	Event Rentals, Event Planner, Event Coordinator (Day Of)
A Wedding Store & Special Events	Caterer, Photographer, Event Rentals, Entertainment, Event Lighting, Beauty Professional, Event Planner, Event Coordinator (Day Of), Florist, Baker, Miscellaneous
Ixora Florist	Florist
Lili Bridals	Dress Designer
Cynthia Brooks Catering	Caterer
Events Made Easy	Coordinator
24 Carrots	Caterer, Event Rentals, Miscellaneous
Magical Moments by Megan	Event Planner
Touch of Elegance Events	Event Planner
Maria's Mixers	Bartending
Revel Petals	Florist
Marley Otto	Event Entertainment
Crateful Catering	Caterer
Town & Country	Event Rentals
Megan Anne Events	Event Planner, Event Coordinator (Day Of)
Cluster Events	Coordinator
Sweet Lady Jane	Bakery
Doppeldoo Photo Booth	Event Rentals, Event Entertainment, Other
Misa's Beso Bar	Beauty
Paradise Bar Events and Mixology	Bartending
Monica Linda Photography	Photographer
Stephanie Alvarez	Bartending
Nexemedia	Photographer
Greenleaf Gourmet Chop Shop	Caterer
Pacific Event Services, Inc	Event Rentals, Event Lighting
Ocean's Delight	Baker
Vanilla Bake Shope	Bakery
Selfixmediamix	Photobooth
TIMELESS CELEBRATIONS	Caterer, Event Rentals, Event Planner, Event Coordinator (Day Of), Miscellaneous
Raylene Photography	Photographer
Pacific Floral and Event Designs	Florist
Richard Padilla	Photographer

Company Name	Category
Rose Hernandez	Coordinator
Luxe Lip by Leilani	Beauty
Majid Sadr	Florist
Sam Turchin Photo	Photographer
Sandy Hillegaart Beauty	Makeup Artist
Dart Collective	Entertainment
Commonwealth Proper	Miscellaneous
Sandra	Baker
Stonefire Grill	Cateter
Sunnie Shakur	Caterer
So Smitten Evvents	Coordinator
J & M Events	Photographer, Event Rentals, Event Entertainment, Event Lighting, Event Coordinator (Day Of), Other
Soo Sings	Entertainment
Federicos Bakery	Bakery
Residence Inn Pasadena Old Town	Hotel & Lodging
Tanias Party Rentals	Linens
Love Note Events	Florist
The LA Garden	Florist
David Newton	DJ
Thistle & Oak Floral Co.	Florist
A Dish Story, Vintage China Dish Rentals	Event Rentals, Miscellaneous
In the Clouds Events	Event Planner, Event Coordinator (Day Of)
Tommy B	Photobooth
Tovicand Photography	Photographer
Alonti Catering Kitchen	Catering
XO and Fetti Photography	Photographer
Preston Brown	Videographer
New York Life	Insurance
Wedding Films by Arty	Videographer
Bended Knee	Coordinator
Integral Prudence Solutions	Event Planner, Event Coordinator (Day Of)

Exhibit F
Wedding Schedule

2024 SCHEDULE

Month	Dates	# Weddings
January	None	0
February	10, 24	2
March	9, 16, 23	3
April	6, 13, 20, 21, 27	5
May	4, 18	1
June	1, 15, 29	4
July	20	1
August	10, 24	2
September	7, 14, 21	3
October	5, 12, 19, 26	4
November	2, 16	2
December	7	1
TOTAL	26 weekends	28 weddings

SCHEDULE FOR 2025 AND BEYOND

Month	# Weekends	# 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

DATE RECEIVED

JUN 13 2024

 **PASADENA**
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT F

Article IV. - Offenses Against Public Peace

Chapter 9.36 - NOISE RESTRICTIONS*

Sections:

9.36.010 - Short title.

This chapter shall be known as the "noise restrictions ordinance."

(Ord. 7150 § 2 (part), 2008)

9.36.020 - Declaration of policy.

It is declared to be the policy of the city to prohibit unnecessary, excessive and annoying noises from all sources pursuant to its police power. Noise at certain levels is detrimental to the health and welfare of the general public. Consequently, it shall be systematically proscribed in the public interest.

(Ord. 7150 § 2 (part), 2008)

9.36.030 - Definitions.

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases used in the ordinance codified in this chapter are defined as follows:

- A. "Ambient noise" means the all-encompassing noise associated with a given environment, being usually a composite of many sources near and far. For the purpose of this chapter, ambient noise level is the level obtained when the noise level is averaged over a period of 15 minutes without inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made. This value shall not include noise from occasional, or occasional and transient sources.
- B. "A-weighted sound level" means the sound level in decibels as measured on sound level meter using the A weighting network. The level so read is designated "dB(A)" or "dBA."
- C. "Commercial purpose" means and includes the use, operation or maintenance of any sound amplifying equipment for the purpose of advertising any business, or any goods, or any services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage or customers to or for any performance, show, entertainment, exhibition or event, or for the purpose of demonstrating such sound equipment.
- D.

"Decibel" means a unit measure of sound (noise) level. It is a unit for expressing the relative intensity of sounds on a scale from zero for the average least perceptible sound to about 130 for the average pain level; also a unit for expressing the ratio of two amounts of electric or acoustic signal power equal to 10 times the common logarithm of this ratio.

- E. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger or work by private or public utilities when restoring utility service.
- F. "General noise" means noise from any source not specifically exempted in this chapter.
- G. "Noncommercial purpose" means the use, operation or maintenance of any sound equipment for other than a commercial purpose. "Noncommercial purpose" means and includes, but shall not be limited to, religious, philanthropic, political, patriotic and charitable purposes.
- H. "Property line" means the line that separates private property or the event from the public right-of-way.
- I. "Sound amplifying equipment" means any machine or device for the amplification of the human voice, music or any other sound. "Sound amplifying equipment" shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed. "Sound amplifying equipment," as used in this chapter, shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.
- J. "Sound level" (noise level), in decibels (dB), is the sound measured with the A weighting and slow response by a sound level meter.
- K. "Sound level meter" means an instrument including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of sound levels which satisfies the pertinent requirements in American Standard Specifications for sound level meters S1.4-1971 or the most recent revision thereof.
- L. Supplementary Definitions of Technical Terms. Definitions of technical terms not defined herein shall be obtained from the American National Standards Institute's Acoustical Terminology S1-1-1971 or any revision thereof.

(Ord. 7150 § 2 (part), 2008)

9.36.040 - Ambient noise level.

- A. When "ambient noise level" is referred to in this chapter, it means the actual measured ambient noise level.
- B. Any sound level measurement made pursuant to the provisions of this chapter shall be measured with a sound level meter using the A weighting.

1. Where the sound alleged to be offending is of a type or character set forth below, the following values shall be added to the sound level measurement of the offending noise:
 - a. Except for noise emanating from any electrical transformer or gas metering and pressure control equipment existing and installed prior to the effective date of the ordinance codified herein, any steady audible tone: + 5;
 - b. Repeated impulsive noise: + 5;
 - c. Noise occurring more than 5 but less than 15 minutes per hour: - 5;
 - d. Noise occurring more than 1 but less than 5 minutes per hour: - 10;
 - e. Noise occurring less than 1 minute per hour: -20.
2. Values of subsections (B)(1)(c), (B)(1)(d) and (B)(1)(e) of this section shall be added to the sound level measurements during daytime (6 a.m. to 11 p.m.) periods only.

(Ord. 7150 § 2 (part), 2008)

9.36.050 - General noise sources.

- A. It is unlawful for any person to create, cause, make or continue to make or permit to be made or continued any noise or sound which exceeds the ambient noise level at the property line of any property by more than 5 decibels.
- B. Notwithstanding any other provision of this chapter and in addition thereto it shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:
 1. The level of the noise;
 2. The intensity of the noise;
 3. Whether the nature of the noise is usual or unusual;
 4. Whether the origin of the noise is natural or unnatural;
 5. The level and intensity of the background noise, if any;
 6. The proximity of the noise to residential sleeping facilities;
 7. The nature and zoning of the area within which the noise emanates;
 8. The density of the inhabitation of the area within which the noise emanates;
 9. The time of the day or night the noise occurs;
 10. The duration of the noise;
 11. Whether the noise is recurrent, intermittent or constant; and

12. Whether the noise is produced by a commercial or noncommercial activity.

(Ord. 7150 § 2 (part), 2008)

9.36.060 - Interior noise standard—Multifamily residential property.

It is unlawful for any person to produce, suffer or allow to be produced on any multifamily residential property, sounds at a level in excess of those enumerated in Table No. 1 when measured inside any dwelling unit on the same property or twenty (20) feet from the outside of the dwelling unit in which the noise source or sources may be located.

TABLE NO. 1—Interior Noise Standard

Time Interval	Interior Noise Standards (dBA)
7:00 a.m. to 10:00 p.m.	60
10:00 p.m. to 7:00 a.m.	50

(Ord. 7150 § 2 (part), 2008)

9.36.070 - Construction projects.

- A. No person shall operate any pile driver, power shovel, pneumatic hammer, derrick power hoist, forklift, cement mixer or any other similar construction equipment within a residential district or within a radius of 500 feet therefrom at any time other than as listed below:
 - 1. From 7:00 a.m. to 7:00 p.m. Monday through Friday;
 - 2. From 8:00 a.m. to 5:00 p.m. on Saturday;
 - 3. Operation of any of the listed construction equipment is prohibited on Sundays and holidays.
- B. No person shall perform any construction or repair work on buildings, structures or projects within a residential district or within a radius of 500 feet therefrom in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance at any time other than as listed below:
 - 1. From 7:00 a.m. to 7:00 p.m. Monday through Friday;
 - 2. From 8:00 a.m. to 5:00 p.m. on Saturday;
 - 3. Performance of construction or repair work is prohibited on Sundays and holidays.
- C.

The prohibition against construction on Sundays and holidays as set forth in subsection B of this section shall not apply under either of the following conditions:

1. The construction is actually performed by an individual who is the owner or lessor of the premises and who is assisted by not more than two individuals;
 2. The person performing the construction shall have provided the building official with a petition which indicates the consent of 65 percent of the households residing within 500 feet of the construction site and the unanimous consent of the households adjacent to the construction site. Said petition shall be on a form promulgated by said building official and shall be accompanied by a fee, the amount of which shall be established by resolution by the city council.
- D. The prohibitions of this section shall not apply to the performance of emergency work as defined in Section 9.36.030.
- E. For purposes of this section, holidays are New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas.

(Ord. 7150 § 2 (part), 2008)

9.36.080 - Construction equipment.

It is unlawful for any person to operate any powered construction equipment if the operation of such equipment emits noise at a level in excess of 85 dBA when measured within a radius of 100 feet from such equipment.

(Ord. 7150 § 2 (part), 2008)

9.36.090 - Machinery, equipment, fans and air conditioning.

Except for emergency work, as defined in this chapter it is unlawful for any person to operate any machinery, equipment, pump, fan, air conditioning apparatus or similar mechanical device in any manner so as to create any noise which would cause the noise level at the property line of any property to exceed the ambient noise level by more than 5 decibels.

(Ord. 7150 § 2 (part), 2008)

9.36.100 - Motor driven vehicles and vehicle repairs.

- A. It is unlawful for any person within any residential area of the city to repair, rebuild or test any motor vehicle between the hours of 10 p.m. of one day and 8 a.m. of the next day in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance.

- B. It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section.

(Ord. 7150 § 2 (part), 2008)

9.36.110 - Radio, television sets and similar devices.

- A. Use Restricted. It is unlawful for any person within any residential zone of the city to use or operate any radio receiving set, musical instrument, phonograph, television set or other machine or device for the producing or reproducing of sound (between the hours of 10 p.m. of one day and 7 a.m. of the following day) in such a manner as to disturb the peace, quiet and comfort of neighboring residents or any reasonable person of normal sensitiveness residing in the area.
- B. Prima Facie Violation. Any noise level exceeding the ambient base level at the property line of any property by more than 5 decibels is deemed to be prima facie evidence of a violation of the provisions of this section.

(Ord. 7150 § 2 (part), 2008)

9.36.120 - Near schools, hospitals and churches.

It is unlawful for any person to create any noise on any street, sidewalk or public place adjacent to any school, institution of learning, or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church or hospital.

(Ord. 7150 § 2 (part), 2008)

9.36.130 - Hawkers and peddlers.

It is unlawful for any person within the city to sell anything by shouting out loud within any area of the city zoned for residential uses. The provisions of this section shall not be construed to prohibit the selling by yelling of merchandise, food and beverages at licensed sporting events, parades, fairs, circuses and other similar licensed public entertainment events.

(Ord. 7150 § 2 (part), 2008)

9.36.140 - Drums.

It is unlawful for any person to use any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise within the city. This section shall not apply to any person who is a participant in a school band or duly licensed parade or who has been otherwise duly authorized to engage in such conduct.

(Ord. 7150 § 2 (part), 2008)

9.36.150 - Animals and fowl.

No person shall keep or maintain, or permit the keeping of, upon any premises owned, occupied or controlled by such person any animal or fowl otherwise permitted to be kept which, by any sound, cry, or behavior, causes annoyance or discomfort to a reasonable person of normal sensitiveness in any residential neighborhood.

(Ord. 7150 § 2 (part), 2008)

9.36.160 - Amplified sound on public property.

- A. Purpose. The city council enacts this section for the sole purpose of securing and promoting the public health, comfort, safety and welfare of its residents and visitors. While recognizing that the use of sound amplifying equipment is protected by the constitutional rights of freedom of speech and assembly, the council nevertheless feels obligated to regulate reasonably the use of sound amplifying equipment in order to protect the correlative constitutional rights of the residents and visitors of this community to privacy and freedom from the public nuisance of loud and unnecessary noise.
- B. Required Registration. It is unlawful for any person, other than personnel of law enforcement or governmental agencies, to install, use or operate within the city a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound truck for the purposes of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages of persons in or upon any street, alley, sidewalk, park or public property without first filing a registration statement with the director of finance and obtaining approval thereof as set forth in this chapter.
- C. Filing. Every user of sound amplifying equipment shall file a registration statement with the director of finance 10 days prior to the date on which the sound amplifying equipment is intended to be used, which statement shall contain the following information:
 1. The name, address and telephone number of both the owner and user of the sound amplifying equipment;
 - 2.

The maximum sound-producing power of the sound amplifying equipment which shall include the wattage to be used, the volume in decibels of sound which will be produced, and the approximate distance for which sound will be audible from the sound amplifying equipment;

3. The license and motor number if a sound truck is to be used;
4. A general description of the sound to be amplified (speech, music, or both) and the sound amplifying equipment which is to be used;
5. Whether the sound amplifying equipment will be used for commercial or noncommercial purposes;
6. Location of fixed sound equipment, or general route where the sound truck will be used; and
7. Such other information as the director of finance may reasonably require.

D. Appeal Process.

1. Initial Determination. The director of finance shall return to the applicant an approved certified copy of the registration statement unless it is found that:
 - a. The conditions of the motor vehicle movement are such that in the opinion of the police chief, use of the equipment would constitute a detriment to traffic safety; or
 - b. The conditions of pedestrian movement are such that use of the equipment would constitute a detriment to traffic safety; or
 - c. The registration statement required reveals that the applicant would violate the provisions set forth in subsection E of this section or any other provisions of this chapter; or
 - d. Failure to file said statement within the prescribed period.

In the event the registration statement is disapproved, the director of finance shall cause to be endorsed upon the statement the reasons for disapproval, and return it forthwith to applicant.

2. Appeal of Decision. Any person aggrieved by disapproval of a registration statement may file a written appeal with the city manager within five (5) days of receipt of the notice of disapproval, setting forth all the facts which the applicant wishes the city manager to consider. The city manager or designee shall render a written decision on the appeal within five business days of receipt.
3. Fee for Operation. Prior to the issuance of the registration statement, a fee in the amount of \$25.00 per day, or any portion thereof, shall be paid to the city, if the loudspeaker or sound amplifying equipment is to be used for commercial purposes. No fee shall be required for the operation of a loudspeaker or sound amplifying equipment for noncommercial purposes.

E. Regulations. The commercial and noncommercial use of sound amplifying equipment shall be subject to the following regulations:

- 1.

The only sounds permitted shall be either music or the human voice, or both.

2. The operation of sound amplifying equipment shall only occur between the hours of 8 a.m. and 10 p.m. each day except on Sundays and legal holidays. No operation of sound amplifying equipment for commercial purposes shall be permitted on Sundays or legal holidays. The operation of sound amplifying equipment for noncommercial purposes on Sundays and legal holidays shall only occur between the hours of 10 a.m. and 10 p.m., except New Year's Day.
 3. Sound level emanating from sound amplifying equipment shall not exceed continuously the maximum noise level of 15 decibels above the ambient noise level when measured at the outside property line where the event is being held.
 4. Notwithstanding the provisions of subsection (E)(3) of this section, sound amplifying equipment shall not be operated within 200 feet of churches, schools, hospitals or city or county buildings, unless written consent thereto has been given by such church, school, hospital, city or county.
 5. In any event, the volume of sound shall be so controlled that it will not be unreasonably loud, raucous, jarring, disturbing or a nuisance to reasonable persons of normal sensitiveness within the area of audibility.
- F. Old Pasadena. The commercial use of sound amplifying equipment in the Old Pasadena section of the city shall be subject to the following regulations:
1. In this section "amplified sound" means amplified music or the human voice used for entertainment only.
 2. The ambient noise level in the Old Pasadena section of the city shall be 60 decibels between 6:00 a.m. and 1:30 a.m. of the following day; and 50 decibels between 1:30 a.m. and 6:00 a.m.
 3. Amplified music on private property shall not exceed 15 decibels above the ambient noise level.
 4. Use of sound amplifying equipment shall be limited to the hours between 6:00 p.m. and 1:30 a.m. of the following day.
 5. Operators of sound amplifying equipment within 500 feet of a functioning church, school or hospital site shall initially obtain the written consent of such facility prior to commencing operation of amplified sound equipment.
 6. Any business owner within 300 feet of a business using amplified sound equipment may request the health officer or a designee to mediate informally any dispute related to the use of such amplified sound equipment.
 7. Notwithstanding the enactment of the ordinance codified in this chapter, the city council reserves the right at a future time to amend or repeal this provision in its entirety, and does not intend the creation of any special property rights by this amendment.

(Ord. 7150 § 2 (part), 2008)

9.36.170 - Exemptions.

- A. This chapter is not intended to regulate construction or maintenance and repair activities conducted by public agencies or their contractors necessitated by emergency conditions or deemed necessary by the city to serve the best interests of the public and to protect the public health, safety and welfare. These operations may include, but are not limited to, street sweeping, debris and limb removal, removal of downed wires, restoring electrical service, repairing traffic lights, unplugging sewers, vacuuming catch basins, repairing water hydrants and mains, gas lines, oil lines, storm drains, roads, sidewalks, etc.
- B. Notwithstanding the ordinance codified in this chapter, the city manager is authorized to permit special events to generate noise levels up to the limits specified in the noise element of the city's general plan.
- C. Notwithstanding the ordinance codified in this chapter, the general manager of the Rose Bowl is authorized to permit events licensed by the Rose Bowl Operating Company to generate noise levels up to the limits specified in the noise element of the city's general plan.
- D. Provisions in the permit or license agreement shall specify the specific hour limitations imposed, and the set decibel level delineated in the noise element which would apply.

(Ord. 7150 § 2 (part), 2008)

9.36.180 - Enforcement responsibility.

The manager of the environmental health division shall have primary responsibility for the administration and enforcement of this chapter.

(Ord. 7150 § 2 (part), 2008)

9.36.190 - Violation—Penalty.

- A. It shall be unlawful and a public nuisance for any person to violate the provisions of this chapter, punishable as a misdemeanor.
- B. The provisions of this chapter are nonexclusive and supplementary to existing rights and remedies. Nothing in this chapter shall prevent the city from commencing any appropriate civil action to abate a public nuisance in addition to, or alternatively to, or in conjunction with the proceedings set forth in this chapter.

(Ord. 7150 § 2 (part), 2008)

Chapter 9.37 - LEAF-BLOWING MACHINES

Sections:

9.37.010 - Declaration of policy.

It is declared to be the policy of the city to prohibit unnecessary, excessive and annoying noise, airborne dust and noxious fumes caused by the use of leaf blowers, pursuant to the city's police powers.

(Ord. 6845 § 1, 2000; Ord. 6227 § 1 (part), 1987)

9.37.020 - Definitions.

As used in this chapter, unless the context otherwise indicates, the words and phrases used in this chapter are defined as follows:

- A. "Leaf-blowing machine" means any device or air-blowing machine, gas or electric, which is designed or intended, by generating a concentrated stream of air, to blow, dispel, or make airborne, leaves, grass cuttings, paper, trash or any other type of unattached debris or material.
- B. "Parcel" as used in this chapter, means that area of real property as defined by the county recorder. Contiguous parcels owned by the same individual or entity shall be considered one parcel for the purposes of this chapter.
- C. "Residential area" as used in this chapter, means any property used in a manner defined as a residential use in Section 17.16.030 of this code.

Sidewalks and streets adjacent to residential property shall be considered a "residential area" for purposes of this chapter.

- D. "Person" as used in this chapter means one who uses, controls, employs or hires an individual to use a leaf blower, including but not limited to, the real property owner, a tenant, an individual holding a legal interest in the real property, or a person employed in the landscape gardening or property maintenance business.

(Ord. 6845 § 2, 2000; Ord. 6227 § 1 (part), 1987)

9.37.030 - Prohibition.

- A. It is unlawful for any person to use or to operate, or cause to be operated any type of leaf-blowing machine or device within a residential area before 8:00 a.m. and after 6:00 p.m., Monday through Friday; before 9:00 a.m. and after 5:00 p.m. on Saturday; or at any time on Sunday.
- B.

It is unlawful for any person to use or allow to be used, or to operate or cause to be used or operated any type of leaf-blowing machine or device in the city within a radius of 500 feet of a residential area before 8:00 a.m. and after 6:00 p.m., Monday through Friday; before 9:00 a.m. and after 5:00 p.m. on Saturday; or at any time on Sunday.

- C. It is unlawful for any person to use or operate, or cause to be used or operated, a leaf blower in such a manner as to blow, dispel or make airborne, leaves, grass cuttings, paper, trash or any other type of unattached debris or material, which, by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate more than one leaf blower per parcel.
- E. It is unlawful to operate a leaf blower for more than 15 minutes per hour on a parcel less than ½ acre, and for more than 30 minutes per hour on a parcel greater than ½ acre.
- F. It is unlawful to operate a leaf blower with a maximum noise level of 65 decibels when measured from a distance of 50 feet.
- G. Commencing February 28, 2023, it is unlawful for the city, and commencing April 28, 2023, it is unlawful for any person to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose. Notwithstanding the preceding sentence, the person responsible for any violation of this Section G shall be limited to the landscape business owner, or homeowner if using their private gas-powered leaf blower. Use of gas-powered leaf blowers is exempt from this section as follows:
 - 1. When utilized by or at the direction of emergency responders for the purposes of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm.
 - 2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City.

(Ord. 6845 § 3, 2000; Ord. 6227 § 1 (part), 1987)

(Ord. No. 7389, § 1, 4-25-2022)

9.37.040 - Certificate of compliance to be filed with department of finance.

It is unlawful for any person to utilize a leaf blower without having on file a certificate of compliance with the health department attesting to their knowledge of leaf blower operation and that they will operate a leaf blower in a manner so as to minimize dust and noise, and that they will utilize and keep in good working condition the noise reduction equipment installed on their leaf blowers.

(Ord. 6227 § 1 (part), 1987)

9.37.050 - Public health department certification.

It is unlawful to use or operate a leaf blower within the city unless it is certified annually by the public health department. Upon certification, a department approved sticker shall be affixed on the leaf blower so as to be visible at all times the leaf blower is in use.

(Ord. 6845 § 4, 2000: Ord. 6227 § 1 (part), 1987)

9.37.060 - Responsibility for enforcement.

The public health department shall have responsibility for enforcement of this chapter.

(Ord. 6845 § 5, 2000)

Chapter 9.40 - BALL GAME BACKSTOPS

Sections:

9.40.010 - Required.

It is unlawful to play the game known as tennis, or other game in which a ball or balls are used, unless the court or place whereon such game is played shall be so equipped with backstops or other protective devices as to effectually prevent any ball and all balls used thereon from passing over or upon lands adjoining such court or place.

(Ord. 1397 § 1, 1913)

9.40.020 - Trespassing to recover ball.

After the owner or occupant of any land or premises adjoining or in the vicinity of any court or place where tennis, or other game in which a ball or balls are used, is played shall have posted in a conspicuous place thereon a sign or signs bearing in plainly legible letters the words "No trespassing" or other words to the same effect, it is unlawful to enter upon the land or premises whereon such sign or signs are posted for the purpose of recovering any ball or balls, without having first secured the expressed consent of the owner or occupant of the premises to such entry.

(Ord. 1397 § 2, 1913)

9.40.030 - Violation—Penalty.

Any person, firm or corporation, who or which violates any of the provisions of this chapter, is deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than \$50.00, or by imprisonment for not more than 50 days, or by both such fine and imprisonment.

(Ord. 1629 § 1, 1916: Ord. 1397 § 2-1/2, 1913)

Chapter 9.41 - COMBUSTIBLE BALLOONS

Sections:

9.41.010 - Unlawful to release.

No person shall release within the city any toy balloon, or miniature balloon, or any balloon which is not under control, and which is composed or partly composed of, or to which there is attached, any substance which is ignited or burning when such balloon is released, or which will ignite and burn after such balloon is released.

(Ord. 5577 § 2, 1982)

Chapter 9.42 - FORMATION FLYING

Sections:

9.42.010 - Formation flying prohibited when.

It is unlawful to engage in formation flying at altitudes of 700 feet or less within the boundaries of the city between one-half hour after sunset and one-half hour before sunrise without prior permission from the board.

(Ord. 6373 § 1, 1990)

Chapter 9.43 - FEES FOR SECOND OR SUBSEQUENT RESPONSE TO PROVIDE POLICE SERVICES AT PARTIES, GATHERINGS OR EVENTS

Sections:

9.43.010 - Definitions.

The words and phrases used in this section are defined as follows:

- A. "Party, gathering or event" means any assemblage of three or more persons upon private or public property, a purpose of which is social or recreational in nature.
- B. "Police services" means the personnel, equipment, transportation, booking and other facilities or services required in the discretion of the police supervisor on duty to be utilized as a result of any second or subsequent response by police to a party, gathering or event. This section shall not apply to services required to protect or preserve the right of any person under the First Amendment to the United States Constitution to engage in expressive activity in a manner consistent with applicable law nor to services in response to any felony committed at the scene of such party, gathering or event or by a person in attendance at that location, except that any costs attributable solely to dispersing attendees and terminating the party, gathering or event may be chargeable as police services notwithstanding that a response to the location of the event is also required for a felony investigation.
- C. "Cost of police services" means:
 - 1. The salaries and benefits paid to or on behalf of the responding police officers for the time actually spent responding to or remaining at the scene of a second or subsequent response to a party, gathering or event as defined herein, at the rate established for such services in the general fee resolution of the city;
 - 2. The cost of any medical treatment to any police officer or public employee then delivering police services as defined herein and the reasonable cost of repairs to any public property or equipment damaged by the actions of persons in attendance at a party, gathering or event at which police services were required;
 - 3. The actual cost of booking, medical attention to any detainee or transportation required for the safe transport of detainees to an appropriate booking or holding facility.
- C. "Person responsible" means the person in charge of the premises upon which a party, gathering or event as defined herein took place, or, in the absence of a person in charge, the person or entity in legal possession as owner or lessee of the premises upon which the party, gathering or event took place.

(Ord. 6604 § 1 (part), 1994)

9.43.020 - Fees for police services at parties, gatherings or events requiring a second response—Liability of person in charge.

Whenever a party, gathering or event occurs, whether or not a permit has been issued for that party, gathering or event, and police services are required to be provided more than once at the same location within a twelve-hour period, as a result of requests for such services by attendees, neighbors or others; or when a peace officer determines that there is a threat to the public health, safety or welfare as a result of the conduct of the party, gathering or event such that a second or subsequent response for police services

is required, the person or persons responsible for that party, gathering or event shall be liable to the city and shall be billed by the city for the police services which, in the opinion of the police chief, watch commander or watch sergeant on duty, were necessary and proper as a second or subsequent response to the need for police services.

(Ord. 6604 § 1 (part), 1994)

9.43.030 - Repeated second responses to same location—Notice and liability of property owner.

- A. Should a second or subsequent response to provide police services at a party, gathering or event be required more than two times in any calendar year at the same location or building, the police chief shall report the incidents to the city attorney. The city attorney shall mail a notice to the property owner as the owner's name and address are recorded by the county assessor stating in substance that should any response to provide police services, whether for a first or subsequent response, be required as a result of a party, gathering or event on the property designated in the notice, the property owner to whom notice is mailed shall be liable to pay to the city the cost of police services required for any such response. The property owner shall, ten days after mailing of said notice, be liable to the city for the cost of police services on any first or subsequent response occasioned by a party, gathering or event occurring on the subject property.
- B. Any notice provided under this section shall be in force and effect for a period of one (1) year from the date thereof.

(Ord. 6604 § 1 (part), 1994)

9.43.040 - Billing and collection.

- A. The police chief shall notify the director of finance of any sums that may be charged to any person under this section, including the date, location and cost of police services rendered subject to this section. The director of finance shall bill the person responsible for the cost of police services rendered.
- B. If the person responsible for the party, gathering or event is a minor, then the parents or guardians of that minor shall be jointly and severally liable to the city for the cost of police services billed hereunder.
- C. Should the person responsible fail or refuse timely to pay the bill, the director of finance may institute a civil action to collect arrearages as well as the cost of collection.

(Ord. 6604 § 1 (part), 1994)

9.43.050 - Appeals.

- A. Any person aggrieved by the decision of the police chief or his designee regarding the costs assessed hereunder may appeal the same by filing an appeal in writing with the city clerk within ten (10) days of the date of the bill in question. The appeal shall clearly indicate the issue being appealed. Appeals shall be limited to questions regarding the computation of the costs of the police services and shall not extend to the wisdom or necessity of providing police services or the scope or extent of the police services provided.
- B. Appeals properly filed shall be resolved within forty-five (45) days of the date of filing by the city manager or his designee, who shall issue a written decision containing the resolution of the matter and the reasons therefor. At the request of the appellant, a conference may be scheduled with the city manager or his designee prior to the rendering of a decision, during which the appellant may present any information relevant to the appeal. The decision of the city manager shall be final and shall conclude the administrative appeal process. Failure of the city manager or his designee to act within the designated time shall be deemed a denial of the appeal.

(Ord. 6604 § 1 (part), 1994)

Chapter 9.44 - DISTRIBUTION OF UNSOLICITED WRITTEN MATERIAL (RESERVED)

Editor's note— Ord. No. 7175, § 2, adopted Aug. 17, 2009, repealed Ch. 9.44. Former Ch. 9.44 pertained to distribution of unsolicited written material and derived from Ord. No. 6756, § 4, adopted 1998; and Ord. No. 6761, § 15, adopted 1998.

Chapter 9.45 - UNMANNED AIRCRAFT SYSTEMS

9.45.010 - Short title.

This chapter shall be known as "the drone ordinance" and serves as the city's regulation over unmanned aircraft systems.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.020 - Definitions.

For the purpose of this chapter, certain words and phrases are defined in this section, unless it is apparent from the context that a different meaning is intended:

- A. "Drone" means any unmanned aircraft or unmanned aircraft system that can fly under the control of a remote pilot or by global positioning system guided autopilot mechanism.
- B. "Filming permit" shall mean a filming permit issued through section 17.61.090 of this code.

- C. "Person" shall mean any individual, partnership, corporation, or joint venture.
- D. "Special event" shall mean any of the following: (1) any event, parade, exposition, fair or procession staged in or upon public places or sidewalks for which city services are required because of interference with normal vehicular traffic, pedestrian traffic or which will reasonably be expected to generate an extraordinary need for sanitation or other city services; (2) any event which has received a permit pursuant to Chapter 3.20 of this code; or (3) any sporting contest, any theatrical or musical performance or any exhibition held in any stadium, auditorium, sports area, playing field, theater, amphitheater, race track, skating rink or similar place pursuant to a valid license agreement, contract or permit which reserves said place for the event.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.030 - Prohibitions.

Unless otherwise permitted under this chapter, persons are prohibited from taking off, operating, or landing a drone in any airspace or area within or over the following areas of the city:

- A. Flights over public streets and sidewalks, where a drone is operated in a careless or reckless manner so as to endanger the life or property of another, as these terms may be used by applicable Federal Aviation Administration regulations, including, but not limited to, 14 CFR Sections 91.13 and/or 107.23;
- B. Special event or filming permit locations (during the time period of the special event or filming permit), unless the property owner, event/permit applicant, and police department air operations section have all provided their approval to the special events office, in writing; or
- C. Glenarm Power Plant, police and fire stations, city hall, the city yards, water storage and electric transmission facilities, transit operations facilities, and light rail lines, facilities, and stations.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.040 - Exemptions.

This chapter shall not apply to the use of a drone as follows:

- A. By any law enforcement agency for lawful purposes and in a lawful manner.
- B. By the city or city-contracted agent/agency engaging in city business, including, but not limited to, surveying and mapping property, inspecting infrastructure, monitoring traffic, and recording local events.

(Ord. No. 7303, § 1, 5-22-2017)

9.45.050 - Violation—Penalty.

It is unlawful for any person to violate or fail to comply with this chapter. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in Chapter 1.24 of this code.

(Ord. No. 7303, § 1, 5-22-2017)

DATE RECEIVED

JUN 13 2024

 **PASADENA**
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT G



Steve Rogers Acoustics

November 20, 2023

Reza Bonachea Mohamadzadeh, Esq.
Mitchel M. Tsai, Attorney at Law
139 South Hudson Avenue, Suite 200
Pasadena CA 91101
reza@mitchtsailaw.com

Subject: **Maxwell House, Pasadena
Event Noise Impact Study**

Dear Reza:

We have completed a study of the noise impact of events held at the Maxwell House, 55 South Grand Avenue, Pasadena, CA on the neighboring residential uses and report as follows:

BACKGROUND

The Maxwell House is used as an event venue, mostly for weddings. The weddings are characterized as either "traditional" or "boutique" according to the number of guests; up to 150 guests for a traditional wedding and up to 50 guests for a boutique wedding).

Weddings include use of an open-air patio, which is very close to residential uses located immediately west of the Maxwell House property. These residential uses include 45 and 49 South Grand Avenue, which are immediately adjacent to the Maxwell House patio, separated from it by a 5-foot-high stucco wall.

The purpose of our noise study is to establish levels of noise received at the residential properties adjacent to the Maxwell House patio during events and determine whether they comply with local noise regulations.

LOCAL NOISE REGULATIONS

Noise in the City of Pasadena is regulated by Chapter 9.36 of the Pasadena Municipal Code (PMC).

- 9.36.020 – Declaration of Policy

This section lays out the overarching noise restriction policy of the City, as follows:

"It is declared to be the policy of the city to prohibit unnecessary, excessive and annoying noises from all sources pursuant to its police power. Noise at certain levels is detrimental to the health and welfare of the general public. Consequently, it shall be systematically proscribed in the public interest."

- 9.36-030 – Definitions

The definitions section of the ordinance includes the following definition of ambient noise:

"A. "Ambient noise" means the all-encompassing noise associated with a given environment, being usually a composite of many sources near and far. For the purpose of this chapter, ambient noise level is the level obtained when the noise level is averaged over a period of 15 minutes without inclusion of noise from isolated identifiable sources, at the location and time of day near that at which a comparison is to be made. This value shall not include noise from occasional, or occasional and transient sources."



And this definition of sound level:

"J. "Sound level" (noise level), in decibels (dB), is the sound measured with the A weighting and slow response by a sound level meter."

- 9.36.050 – General Noise Sources

This section defines general noise limits in the City of Pasadena, as well as additional qualitative factors to be considered in evaluating potential noise violations, as follows:

"A. It is unlawful for any person to create, cause, make or continue to make or permit to be made or continued any noise or sound which exceeds the ambient noise level at the property line of any property by more than 5 decibels.

B. Notwithstanding any other provision of this chapter and in addition thereto it shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:

- 1. The level of the noise;*
- 2. The intensity of the noise;*
- 3. Whether the nature of the noise is usual or unusual;*
- 4. Whether the origin of the noise is natural or unnatural;*
- 5. The level and intensity of the background noise, if any;*
- 6. The proximity of the noise to residential sleeping facilities;*
- 7. The nature and zoning of the area within which the noise emanates;*
- 8. The density of the inhabitation of the area within which the noise emanates;*
- 9. The time of the day or night the noise occurs;*
- 10. The duration of the noise;*
- 11. Whether the noise is recurrent, intermittent or constant; and*
- 12. Whether the noise is produced by a commercial or noncommercial activity."*

NOISE MONITORING

In order to determine the level of Maxwell House event noise received on the adjacent residential properties, we monitored noise continuously over two consecutive weekends: November 4/5 and 11/12, 2023.

Maxwell House served as the venue for an event on each of these two weekends: a traditional wedding on Saturday, November 4 and a boutique wedding on Sunday, November 12, 2023.

- Methodology

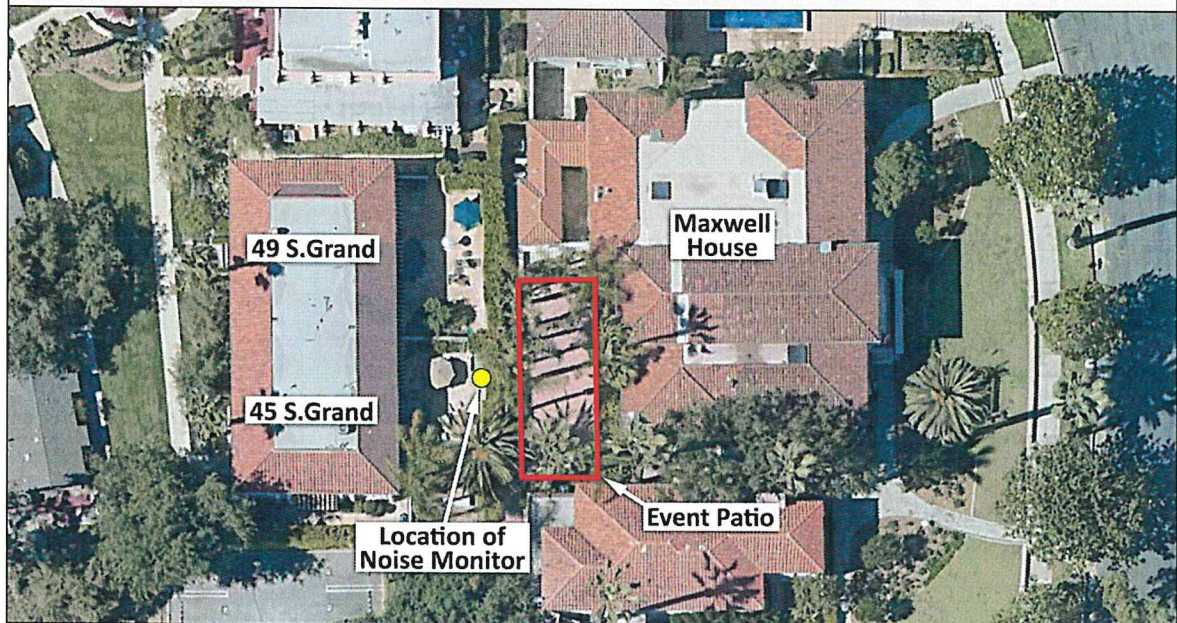
A noise monitor was installed in the backyard of 45 South Grand Avenue, as shown in Figure 1. As well as measuring/logging noise levels, the monitor also made continuous audio recordings over each weekend to help with source identification later.

The noise monitoring platform was a Bruel & Kjaer Type 2250 sound analyzer, which satisfies the requirements for a Type 1 sound level meter according to ANSI/ASA Standard S1.4. The calibration of the measurement system was checked immediately prior to use and again at the end of the noise



monitoring period using a Bruel & Kjaer Type 4231 Acoustical Calibrator. The measurement microphone was positioned a 4-feet from the property line separating 45 South Grand and the Maxwell House patio. The microphone was positioned approximately 8-feet above the ground.

Figure 1: Vicinity Plan, Location of Noise Monitor



- Noise Metric: Leq

The PMC requires that sound levels be A-weighted and measured with a sound level meter set to slow response. For ambient noise, the PMC requires an “average” and it seems reasonable to assume that averaging would also be appropriate for evaluating an alleged offending noise that is constantly varying in time (such as event noise).

For environmental noise studies in the United States, the most commonly-used averaging metric is Equivalent Sound Pressure Level, or Leq. Event and ambient noise levels provided in this report are therefore expressed as A-weighted Leq values.

- Ambient Noise Levels

The noise monitoring period included a Saturday and Sunday (November 4 and 12, respectively) on which a wedding was held at Maxwell House.

The monitoring period also included a Saturday and Sunday (November 5 and 11, respectively) on which there was no wedding. We have used data collected by the monitor on these days as a measure of ambient noise at weekends. Consistent with the methodology prescribed by the PMC, we have determined ambient noise levels for each hour of the day based on the continuous 15-minute period within that hour that is the least affected by occasional or transient sources (such as aircraft flyover, identifiable noise vehicle, etc.).

AUDIO REVIEW, MEASURED NOISE LEVELS

The audio recorded by the noise monitor allows us to identify those periods when event noise was apparent in the backyard of 45 S. Grand, while the logged data associates Leq noise levels with each of those periods, as shown in Tables 1 and 2.



<i>Hour</i>	<i>Activity/Noise</i>	<i>Leq (1-hour, dBA)</i>
2 – 3PM	Voices nearby, possibly venue staff on the patio preparing for the wedding.	53.7
3 – 4PM	Music starts at 3:02PM and continues throughout the hour. Number/intensity of voices much louder than previous hour, drowning out the music at times.	62.7
4 – 5PM	The wedding ceremony begins shortly after 4PM. Louder music and amplified remarks by the officiant, bride and groom, all punctuated by cheers and applause. Music turned off at 4:25PM but voices of guests on the patio continue to be very much apparent for the remainder of the hour.	66.7
5 – 6PM	Much quieter than previous hour. Voices can still be heard, but they are distant and muted.	55.9
6 – 7PM	Mostly quiet until the end of the hour, when the intensity of voices increases once again.	55.8
7 – 8PM	Voices continue to be very much apparent. Music is audible from time to time, but distant/muted, possibly originating inside the building.	61.7
8 – 9PM		59.9
9 – 10PM	Event noises greatly diminished.	56.5
10 – 11PM	No significant event noise noted after 10PM	57.2

<i>Hour</i>	<i>Activity/Noise</i>	<i>Leq (1-hour, dBA)</i>
4 – 5PM	Voices, sounds of activity on the patio. Music playback at low level.	55.9
5 – 6PM		56.8
6 – 7PM	Music level increased and amplified introductory remarks at 6:07PM, followed by the ceremony starting at around 6:10PM. Amplified speeches punctuated by clapping and cheers. Brief burst of music after the vows at 6:30PM. Significant voice noise for the remainder of the hour.	64.8
7 – 8PM	Voices continue to be apparent, but generally at lower level than the previous hour. Music is audible from time to time, but distant/muted, as if originating inside the building.	59.0
8 – 9PM		57.1
9 – 10PM		58.6
10 – 11PM	Event seems to be over. Sounds of movement/activity nearby, possibly venue staff clearing chairs on the patio. No significant event noise noted after 10:50PM.	57.7



CODE ANALYSIS

- PMC 9.36.050 A.

According to PMC 9.36.050 A., any noise that exceeds the ambient noise level at the property line by more than 5 dBA is a violation. And, as Tables 3 and 4 show, events at the Maxwell House on November 4 and 12, 2023 produced levels of noise in the backyard of 45 S. Grand that exceeded the ambient noise level by more than 5 dBA during several hours of each event.

During the noisiest of these hours, received noise levels were 15 dBA higher than the ambient noise level, which equates to a three-fold increase in perceived loudness.

Table 3: Comparison of SATURDAY Event Noise with Ambient Noise Levels			
Hour	Measured Noise Level, in Leq (1-hour, dBA)		Noise During Event Exceeds Ambient Noise by more than 5dBA
	During Event on Saturday November 4, 2023	Ambient Noise Level*	
2 – 3PM	53.7	48.5	•
3 – 4PM	62.7	49.9	•
4 – 5PM	66.7	51.6	•
5 – 6PM	55.9	53.0	
6 – 7PM	55.8	55.3	
7 – 8PM	61.7	57.1	
8 – 9PM	59.9	58.5	
9 – 10PM	56.5	57.0	
10 – 11PM	57.2	57.6	

* Ambient noise levels measured according to PMC 9.36.030 A. on Saturday, November 11, 2023

Table 4: Comparison of SUNDAY Event Noise with Ambient Noise Levels			
Hour	Measured Noise Level, in Leq (1-hour, dBA)		Noise During Event Exceeds Ambient Noise by more than 5dBA
	During Event on Sunday November 12, 2023	Ambient Noise Level*	
2 – 3PM	51.6	49.7	
3 – 4PM	50.2	49.6	
4 – 5PM	55.9	49.4	•
5 – 6PM	56.8	49.9	•
6 – 7PM	64.8	50.4	•
7 – 8PM	59.0	52.5	•
8 – 9PM	57.1	53.4	
9 – 10PM	58.6	53.9	
10 – 11PM	57.7	54.4	

* Ambient noise levels measured according to PMC 9.36.030 A. on Sunday, November 5, 2023



- PMC 9.36.050 B.

Using the qualitative standards prescribed by PMC 9.36.050 B. as a checklist, we evaluate the noise received in the backyard of 45 S. Grand Avenue during events at the Maxwell House as shown in Table 5.

Checklist Item	Standard	Evaluation
1 & 2	The level/intensity of the noise.	Noise levels received during events at Maxwell House are significant, exceeding the ambient noise level by more than 5 dBA.
3	Whether the noise is usual or unusual.	It is unusual for the backyard of a residential property to be repeatedly exposed to the noise of a wedding for up to 150 guests being held on the neighboring property. Event noises contrast sharply with the otherwise prevailing ambient noise in the backyard of 45 S. Grand Avenue.
4	Whether the origin of the noise is natural or unnatural.	Amplified music and speech sound – which are apparent during Maxwell House events – is unnatural.
5	The level and intensity of the background noise, if any.	There is a certain level of background (ambient) noise in the backyard of 45 S. Grand, however, noise levels received during events at the Maxwell house are significantly higher.
6	The proximity of the noise to residential sleeping facilities.	The outdoor patio at the Maxwell House is within 40-feet of the bedrooms on the second floor of 45 S. Grand.
9	The time of the day or night the noise occurs.	The events at Maxwell House mostly occur at weekends, during the afternoon and evening when neighboring residents might reasonably expect quiet enjoyment of their backyards.
10	The duration of the noise.	The noise of events at the Maxwell House persists for several hours at a time.
11	Whether the noise is recurrent, intermittent or constant.	The noise of Maxwell House events is recurrent, affecting neighboring residential uses for many weekends out of the year.
12	Whether the noise is produced by a commercial or noncommercial activity.	Event hosting at the Maxwell House is a commercial activity.



CONCLUSION

From our measurements, audio recordings and analysis, we conclude that noise levels received in the backyard of 45 S. Grand Avenue during events at the Maxwell House are a violation of the noise regulations in the Pasadena Municipal Code.

Yours sincerely,
Steve Rogers Acoustics, LLC


Steve Rogers
Principal



APPENDIX: ACOUSTICAL TERMINOLOGY

dB	Human perception of loudness is logarithmic rather than linear. For this reason, sound level is usually measured on a logarithmic decibel (dB) scale. A change of 10 dB equates to a perceived as a doubling (or halving) of loudness, while a change of 3 dB is generally considered to be just perceptible.
dBA	A-weighting is the application of a frequency-weighted filter designed to reflect the response of the human auditory system, in which low frequencies are attenuated, while mid and high frequencies are emphasized. A-weighted sound levels are expressed as dBA.
Leq	The Equivalent Noise Level (Leq) is an energy-average of noise levels over a stated period of time. Leq is the basic unit of environmental noise assessment in the United States and is a useful tool for quantifying noise levels that fluctuate with time.
Time Weighting	The time weighting in a sound level measurement is the time constant for averaging by the root mean square detection circuit in the sound level meter. In environmental noise evaluations, two time-constants are used to measure Lmax: FAST (0.125 seconds) and SLOW (1-second). FAST time weighting is standard practice for evaluation of impulsive sounds such as those generated during pickleball play, which has a very rapid onset and decay.

DATE RECEIVED

JUN 13 2024



EXHIBIT H

From: Hernandez, Jeffrey
To: O'Connell, Dion
CC: Del Toro, Israel; Paige, Jennifer; Rocha, Luis
Subject: Maxwell House - Unpermitted Use
Date: Tuesday, September 13, 2022 11:53:57 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Dear Dion,
Yes, I will be available remotely.



Jeffrey Hernandez
Real Property Manager
City of Pasadena | Office of Economic Development | 100 N. Garfield Avenue, 4th Floor | Pasadena, CA 91101

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From: O'Connell, Dion <dconnell@cityofpasadena.net>
Sent: Tuesday, September 13, 2022 10:44 AM
To: Del Toro, Israel <ideltoro@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>
Subject: Re: Maxwell House - Unpermitted Use

Thanks, Israel.
Jeffrey, are you available Friday between 3-5?
Thanks.
Best,
Dion

From: Del Toro, Israel <ideltoro@cityofpasadena.net>
Sent: Tuesday, September 13, 2022 9:59 AM
To: Paige, Jennifer <jpaige@cityofpasadena.net>; O'Connell, Dion <dconnell@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Dion – I am available and can relay updates to Planning staff.

We are taking the following 2-phase approach to the case:

- 1) Does the current lease allow banquet facility rentals? If not, is this a use the City will support? What is the process to amend the lease and approve or disapprove this request? – CMO and CAO has purview over this phase.
- 2) The use requires a Conditional Use Permit, however, owner approval is required prior to consideration of the application. Assuming there is City support for banquet facility rentals, we will work with the tenant to obtain a CUP – Planning has purview over this phase.

As it pertains to the subject meeting being scheduled, I previously shared the following:

I recall objective of this meeting would be to discuss whether the lease allows the existing use and should it not allowed, process to amend the lease. The City has not yet taken a position on whether it will support continuation of the existing use (banquet venue). Procedural and technical issues will be discussed. Zoning requirements will not be discussed at this time, as aforementioned items requiring resolution 1st.

Thanks,



ISRAEL DEL TORO
NEIGHBORHOOD AND BUSINESS SERVICES ADMINISTRATOR
Planning and Community Development
City of Pasadena
175 North Garfield Avenue • Pasadena • CA • 91101
Office (629) 744 • 7138 • ideltoro@cityofpasadena.net

From: Paige, Jennifer <jpaige@cityofpasadena.net>
Sent: Tuesday, September 13, 2022 8:59 AM
To: O'Connell, Dion <dconnell@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Del Toro, Israel <ideltoro@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Hi Mitch,
This is my 9/80 Friday (Luis also) and I am not available any time after 1pm but if it works for others Israel can participate on our department's behalf if he is available.

Thanks
Jennifer

From: O'Connell, Dion <dconnell@cityofpasadena.net>
Sent: Tuesday, September 13, 2022 8:50 AM
To: Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Del Toro, Israel <ideltoro@cityofpasadena.net>
Subject: Fw: Maxwell House - Unpermitted Use

Good Morning City of Pasadena Team,
I have a conflict Thursday afternoon, but am available for the Friday 3-5 pm time slot. What is your availability? If necessary, I could reschedule my Thursday conflict, but would rather not. Thanks.
Best,
Dion

From: Justin Mahramas <jmahramas@sheppardmullin.com>
Sent: Friday, September 9, 2022 11:12 AM
To: O'Connell, Dion <dconnell@cityofpasadena.net>; Michelle Kezirian <MKezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
CC: Rad, Javan <jrad@cityofpasadena.net>; Betty Rodriguez <brodriguez@sheppardmullin.com>; Alfred Fraijo Jr. <alfraijo@sheppardmullin.com>
Subject: RE: Maxwell House - Unpermitted Use

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Hi Dion,

Following up on this. As mentioned, I will be out of the office next week, but my colleague Alfred Fraijo (copied) can attend a call. Availability for our team is as follows.

Thursday (9/15) from 1:00 – 2:30 pm
Friday (9/16) from 3:00 – 5:00 pm.

Can you please confirm if either of those times will work?

Thank you,
Justin

Justin Mahramas
SheppardMullin | Los Angeles
+1 213-617-4101 | ext. 14101

From: O'Connell, Dion <dconnell@cityofpasadena.net>
Sent: Tuesday, September 6, 2022 7:21 PM
To: Justin Mahramas <jmahramas@sheppardmullin.com>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>; Betty Rodriguez <brdriguez@sheppardmullin.com>; O'Connell, Dion <dconnell@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Hi Justin,

Not only will I be unavailable, our real property manager will be unavailable. Next week or the following week would work; this week won't. Please let me know which dates work best for you - or a colleague in your stead - either next week or the following week. Thanks.

Best,
Dion

Dion O'Connell
Deputy City Attorney
City of Pasadena

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From: Justin Mahramas <jmahramas@sheppardmullin.com>
Sent: Tuesday, September 6, 2022 6:02 PM
To: O'Connell, Dion <dconnell@cityofpasadena.net>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>; Betty Rodriguez <brdriguez@sheppardmullin.com>
Subject: RE: Maxwell House - Unpermitted Use

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Hi Dion,

I was actually referring to this Thursday (9/8), but understand that you will be out of the office the remainder of the week. Would it be possible to have someone fill in for you for this first meeting just so that we can get the ball rolling? I only ask because I will be out-of-pocket all of next week and would like to avoid waiting until the week of September 19 to discuss. However, if that doesn't work for this week I will make sure one of my colleagues is available next week to join a call. Please let me know what works best and your availability.

Thank you,
Justin

Justin Mahramas
SheppardMullin | Los Angeles
+1 213-617-4101 | ext. 14101

From: O'Connell, Dion <dconnell@cityofpasadena.net>
Sent: Tuesday, September 6, 2022 8:47 AM
To: Justin Mahramas <jmahramas@sheppardmullin.com>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>; Betty Rodriguez <brdriguez@sheppardmullin.com>; O'Connell, Dion <dconnell@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Hi Justin,

My weekend was great, thanks, and I trust yours was as well. I am assuming you are referring to Thursday, September 15. Within the time window you mentioned, I am available Thursday, September 15 between 12:00-1:15 and between 4:00-5:30. If you were referring to the rest of the group as being WJC and City staff, they certainly could meet this week without the attorneys, schedules permitting.

Regards,
Dion

Dion O'Connell
Deputy City Attorney
City of Pasadena

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From: Justin Mahramas <jmahramas@sheppardmullin.com>
Sent: Tuesday, September 6, 2022 7:50 AM
To: O'Connell, Dion <dconnell@cityofpasadena.net>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>; Betty Rodriguez <brdriguez@sheppardmullin.com>
Subject: RE: Maxwell House - Unpermitted Use

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Hi Dion,

I hope you had a nice holiday weekend. I'm following up on scheduling a meeting this week. I know you mentioned that you will be out of the office the rest of the week after today. Unfortunately, our team now does not have availability today and I will be out of town all of next week. Can we please still schedule a meeting with the rest of this group to discuss? We currently are open on Thursday from 12:00 pm – 3:00 pm and after 4:00 pm. Please let us know if that will work.

Thank you,
Justin

Justin Mahramas
SheppardMullin | Los Angeles
+1 213-617-4101 | ext. 14101

From: Justin Mahramas <jmahramas@sheppardmullin.com>
Sent: Friday, September 2, 2022 9:58 AM
To: O'Connell, Dion <dconnell@cityofpasadena.net>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>;

Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Hi Dion,

On my end, I unfortunately have a conflict at 9 am. Does any time between 11 am and 2 pm work for you?

Thanks,
Justin

Justin Mahramas
SheppardMullin | Los Angeles
+1 213-617-4101 | ext. 14101

From: O'Connell, Dion <dconnell@cityofpasadena.net>
Sent: Friday, September 2, 2022 8:43 AM
To: Justin Mahramas <jmahramas@sheppardmullin.com>; Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Rad, Javan <jrad@cityofpasadena.net>; O'Connell, Dion <dconnell@cityofpasadena.net>
Subject: RE: Maxwell House - Unpermitted Use

Good Morning,
I can meet virtually on Tuesday. The rest of the week I will be out of town at a conference. How about 9 a.m. Tuesday? We use MS Teams as our platform. Let me know if that works and we will send out an invite.
Thanks.
Regards,
Dion

Dion O'Connell
Deputy City Attorney
City of Pasadena

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From: Justin Mahramas <jmahramas@sheppardmullin.com>
Sent: Thursday, September 1, 2022 6:12 PM
To: Michelle Kezirian <mkezirian@westernjustice.org>; Del Toro, Israel <ideltoro@cityofpasadena.net>; O'Connell, Dion <dconnell@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Subject: RE: Maxwell House - Unpermitted Use

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Hi All,

Looking forward to connecting on this as soon as possible. I will be out of the office from September 10-17, so would greatly appreciate if we can find a time next week that works for everyone.

Best,
Justin

Justin Mahramas
SheppardMullin | Los Angeles
+1 213-617-4101 | ext. 14101

From: Michelle Kezirian <mkezirian@westernjustice.org>
Sent: Thursday, September 1, 2022 5:55 PM
To: Del Toro, Israel <ideltoro@cityofpasadena.net>; O'Connell, Dion <dconnell@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Justin Mahramas <jmahramas@sheppardmullin.com>; Elissa Barrett <ebarrett@westernjustice.org>
Subject: Re: Maxwell House - Unpermitted Use

Hello everyone,

I want to introduce you to our counsel, Justin Mahramas, who is with Sheppard Mullin. You may be familiar with him from other projects in Pasadena. We would like to set up a time to meet next week. Please let us know your availability.

Sincerely,

Michelle

Michelle Kezirian
Interim Director of Operations & Events

Western Justice Center
55 South Grand Avenue
Pasadena CA 91105
E mkezirian@westernjustice.org
O (626) 594-7494 ext. 107
W westernjustice.org



From: Del Toro, Israel <ideltoro@cityofpasadena.net>
Sent: Friday, August 19, 2022 12:16 PM
To: Michelle Kezirian <mkezirian@westernjustice.org>; O'Connell, Dion <dconnell@cityofpasadena.net>; Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Paige, Jennifer <jpaige@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>
Subject: Re: Maxwell House - Unpermitted Use

Assuming this discussion is specific to the lease, please include Real Property Manager - Jeffrey Hernandez, Assistant City Attorney - Dion O'Connell and myself.

I recall objective of this meeting would be to discuss whether the lease allows the existing use and should it not allowed, process to amend the lease. The City has not yet taken a position on whether it will support continuation of the existing use (banquet venue). Procedural and technical issues will be discussed. Zoning requirements will not be discussed at this time, as aforementioned items requiring resolution 1st.

Thank you.

Israel

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Michelle Kezirian <MKezirian@westernjustice.org>
Sent: Friday, August 19, 2022, 12:00 PM
To: Del Toro, Israel <ideltoro@cityofpasadena.net>; Rachimah "Rae" Magnuson <RaeMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>
Subject: Re: Maxwell House - Unpermitted Use

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Dear Israel,

We would like to initiate the process of meeting with your team, including the City Attorney.

Can you let me know who the point of contact is for scheduling the meeting?

Best,

Michelle

Michelle Kezirian
Interim Director of Operations & Events

Western Justice Center
55 South Grand Avenue
Pasadena CA 91105
E mkezirian@westernjustice.org
O (626) 584-7494 ext. 107
W westernjustice.org



From: Michelle Kezirian <MKezirian@westernjustice.org>
Sent: Tuesday, August 16, 2022 10:21 AM
To: Del Toro, Israel <ideltoro@cityofpasadena.net>; Rachimah "Rae" Magnuson <RaeMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>
Subject: Re: Maxwell House - Unpermitted Use

Dear Israel,

As discussed, I have attached a list of events. We are in the process of retaining counsel, and we will provide you with a proposed list of dates/times to meet. Thank you so much.

Best,

Michelle

Michelle Kezirian
Interim Director of Operations & Events

Western Justice Center
55 South Grand Avenue
Pasadena CA 91105
E mkezirian@westernjustice.org
O (626) 584-7494 ext. 107
W westernjustice.org



From: Del Toro, Israel <ideltoro@cityofpasadena.net>
Sent: Monday, August 15, 2022 3:08 PM
To: Rachimah "Rae" Magnuson <RaeMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Michelle Kezirian <MKezirian@westernjustice.org>
Subject: RE: Maxwell House - Unpermitted Use

Elissa – Following up on last Monday's request, please send over list of all scheduled events for the next 2 years.

Also, it was suggested your legal counsel review the terms of the lease with the City Attorney's Office to determine whether space rental is allowed. Please provide 2 windows of availability.

Thank you.

Israel

From: Del Toro, Israel
Sent: Monday, August 08, 2022 10:30 AM
To: Rachimah "Rae" Magnuson <RaeMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Yu, Beilin <byu@cityofpasadena.net>; Temurian, Andre <atemurian@cityofpasadena.net>; Michelle Kezirian <MKezirian@westernjustice.org>
Subject: RE: Maxwell House - Unpermitted Use

Rac,

I recently concluded a staff meeting discussing the Maxwell House. Below is an excerpt from your lease on allowed uses. The banquet facility use is prohibited by our Zoning Code and the lease.

Please call me to discuss at your earliest convenience.

Thank you.

Israel
subject to all of the provisions of this Lease.

5. Use.

5.1. Use. The Premises shall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions: (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues; (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space; (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever. Tenant is expressly prohibited from leasing the Premises or any portion thereof to lawyers or offering legal services for profit or allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following

-4-

8/3/22 1:13 PM 8/3/22 5:28 AM

completion of all Tenant Improvements (as herein defined) use the Premises for these purposes during ordinary business hours. Nothing herein precludes Tenant from using the Premises for community meetings and other purposes during non-business hours.

From: Del Toro, Israel
Sent: Thursday, August 04, 2022 12:04 PM
To: Rachimah "Rae" Magnuson <RacMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Yu, Beilin <byu@cityofpasadena.net>; Temurian, Andre <atemurian@cityofpasadena.net>; Michelle Kezerian <MKezirian@westernjustice.org>
Subject: RE: Maxwell House - Unpermitted Use

Below is a link to the Master Application and Conditional Use Permit Application. Please note, a Conditional Use Permit is discretionary permit subject to a public hearing.

<https://www.cityofpasadena.net/planning/wp-content/uploads/sites/30/Master-Application.pdf?v=1659639784006>

<https://www.cityofpasadena.net/planning/wp-content/uploads/sites/30/Minor-Conditional-Use-Permit-Use-Only-Permitted-With-Conditions.pdf?v=1659639784007>

I will be meeting with our City Attorney's Office, Zoning and the Real Property Manager next week to discuss this case. I will apprise you of the outcome.

Thank you.



ISRAEL DEL TORO
NEIGHBORHOOD AND BUSINESS SERVICES ADMINISTRATOR
Planning and Community Development
City of Pasadena
175 North Garfield Avenue • Pasadena • CA • 91101
Office (626) 744 - 7138 • ideluro@cityofpasadena.net

From: Rachimah "Rae" Magnuson <RacMagnuson@westernjustice.org>
Sent: Thursday, August 04, 2022 12:00 PM
To: Del Toro, Israel <ideluro@cityofpasadena.net>; Elissa Barrett <ebarrett@westernjustice.org>
Cc: Yu, Beilin <byu@cityofpasadena.net>; Temurian, Andre <atemurian@cityofpasadena.net>; Michelle Kezerian <MKezirian@westernjustice.org>
Subject: Re: Maxwell House - Unpermitted Use

CAUTION: This email was delivered from the Internet. Do not click links or open attachments unless you *know* the content is safe. Report phish using the Phish Alert Button. [Learn more](#)

Good Morning Israel,

Thank you for your call this morning and prompt follow up. I will reach out to our team to see if they have any knowledge of other permits in our past. I am also cc'ing Michelle Kezerian, our Interim Director of Operations. Please feel free to cc her in future communications so we are all on the same page.

In the meantime, we will certainly do whatever is necessary to ensure we are in compliance by working with the Zoning team. Yu and Andre, could you please forward the application or direct us in the right direction so our team can begin that process? Also, if there is other pertinent information or advice you can offer, that would be greatly appreciated as well.

In Gratitude,
Rac

Rachimah "Rae" Magnuson (she/her/hers)
Events & Campus Director

Western Justice Center
55 South Grand Avenue
Pasadena CA 91105
E raemagnuson@westernjustice.org
O (626) 356-8014
W westernjustice.org



From: Del Toro, Israel <ideluro@cityofpasadena.net>
Sent: Thursday, August 4, 2022 10:56 AM
To: Elissa Barrett <ebarrett@westernjustice.org>; Rachimah "Rae" Magnuson <RacMagnuson@westernjustice.org>
Cc: Yu, Beilin <byu@cityofpasadena.net>; Temurian, Andre <atemurian@cityofpasadena.net>
Subject: Maxwell House - Unpermitted Use

Elissa and Rac,

The City received a complaint about a DUI accident caused by a Maxwell House guest. Upon looking into the matter, it was found that Maxwell House does not have required approvals to operate a banquet facility. By-right land use for a property zoned PS-1 can be found at the link below:

- https://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TTT17ZOCO_ART2ZODIALLAUSZOECSST_CH17.26SPPUZODI_17.26.030SPPUDJI_AUSPERE

I've included the Zoning Administrator on this communication, please work with Zoning to submit the necessary applications to legalize the existing use. It is required applications be submitted within 60-days.

Entitlements for this property date back to 1945. Attached and below are the most recent entitlements:

1991 - Conditional Use Permit #2423: Allowed office use
2004 - Conditional Use Permit #4270: Allowed construction of a 400SF addition
2010 - Conditional Use Permit #5419: Allowed renovation of existing 1,734SF basement and expansion by an additional 896 SF

If you have documentation demonstrating the allowed use of a banquet facility, please share for discussion.

Thank you.



ISRAEL DEL TORO
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City of Pasadena
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DATE RECEIVED

JUN 13 2024

 **PASADENA**
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT I

ANITA P. YAGJIAN
49 S. GRAND AVENUE
PASADENA, CALIFORNIA 91105
June 5, 2024

Hand Delivered

Joseph Weaver
Planning & Community Development Department
Planning Division, Current Planning Section
175 North Garfield Avenue
Pasadena, CA 91101

Re: Opposition to Western Justice Center Application for Conditional Use Permit #7114

Dear Mr. Weaver:

I STRENUOUSLY OBJECT TO THE ISSUANCE OF CUP #7114 and respectfully request the following: that CUP #7114 be denied permanently and with prejudice; that any existing TUP or other permission to use the Maxwell House as an event space be revoked, and that the Western Justice Center [WJC] and the Maxwell House be permanently prohibited from receiving a CUP for the establishment of a Clubs, Lodges, Private Meeting Halls land use within the PS-1 zoning district. The above is based on the following:

1. Legal Basis

In the letter dated April 2, 2024 by attorney Mitchell M. Tsai to Mr. Weaver, Mr. Jomsky and Mr. Marquez, the legal basis for rejecting the CUP is set forth in the letter and in the 6 exhibits attached thereto. Because that letter and exhibits are over 400 pages, I have only attached a copy of the letter. Neither the WJC nor the City has responded or addressed these very serious legal issues. **In essence, any action by the City to approve CUP #7114 is not appropriate until the legal issues have been resolved.** Among the legal issues are:

- a. The Proposed Use is Prohibited Under the Lease and Plan of Public Use. That is, WJC can only use the property for non-profit activities and not as a for-profit Wedding Venue.
- b. The Proposed Use Conflicts with WJC's Mission and Purpose.
- c. The Proposed Wedding Event Schedule Negatively Impacts Residents. That is, each wedding weekend starts set-up on Friday, [theoretically inside only] which could occur any time during the day [set up of chairs

outside has actually occurred in the dark after regular business hours]; all day Saturday and Sunday from 9:00 am to 11 pm and ends with break-down the day following the event, which could occur any time during the day. There are up to 175 guests plus vendors and staff; noise levels are excessive, mitigation measures offered by WJC are not sufficient and they are not being followed.

- d. The Project Constitutes a Nuisance in Violation of City Municipal Code.
- e. Applicant has Failed to Provide Sufficient Evidence to Support the Findings Required Under the Pasadena Municipal Code.
- f. The Project Requires Additional Environmental Review and is Ineligible for a Categorical Exemption from CEQA.
- g. The Zoning District Under Which the Property is Subject Prohibits the Existing Use of the Maxwell House and the WJC Has Not Justified Its Right to Alter This Zoning District.

- 2. **Significant Impact on Neighbors** – My home shares a common wall with the WJC, which is to the east of me, and all sounds emanating from the WJC are amplified because of the hard surface of the WJC patio and the high walls of the surrounding buildings.

- a. **Loss of Rental Income**

A tenant rented my premises in 2008 with the intention of remaining there for multiple years. During the first year, the tenant complained many times to WJC and the police about the noise, but no action was taken to address his concerns. The tenant terminated the lease after 1 year. The subsequent tenant paid a significantly reduced rent which was never increased over multiple years because of the WJC noise.

- b. **Loss of Use and Quiet Enjoyment of My Property.**

My entire backyard east wall borders the WJC; we share a common wall bordering our properties with our patios on each side of the wall. The patios are essentially surrounded by 2 story buildings that act as an amplification chamber; the WJC patio is a hard surface. Any noise, even a conversation at normal noise levels, is amplified throughout the area. Thus, any activity in the WJC center patio negatively impacts me for the entire time and prevents me from using my outdoor space. In addition, the noise generated by a group of people can be heard inside my home and the noise generated by a large group of people can even be heard with all the windows closed. **IF the CUP is granted, I cannot use my property AT ALL for 14 weekends out of the year, i.e., I cannot use my property 27 % of the weekends during the year.** That is a significant impact and severely affects my use and quiet enjoyment of my property. The Noise Study Exhibit in the April 2, 2024 letter confirms the seriousness of the noise problem caused by the WJC. As a practical matter, the City must recognize that whenever 50 to 150 people gather in a

small area for a wedding the ambient noise levels are going to exceed what is permitted under the City's Noise Ordinance. The situation with the WJC patio is only exacerbated by the fact that the patio is surrounded by two story buildings.

c. **Significant Reduction in Rental and Sales Value of Property**

Any CUP that legally authorizes WJC to operate a for profit wedding venue business 27% of the weekends each year will need to be disclosed to prospective renters or buyers of properties in the surrounding neighborhood and would clearly negatively impact the rental and sales values of the properties.

d. **Lack of Good Faith and Fair Dealing by WJC.**

WJC has exhibited no intention of reciprocating the goodwill I have shown it in the years past or of being a good neighbor and dealing fairly with me and the adjacent homeowners for the past 16 years that I have owned my property. Until the original notice was posted on the front lawn of the Maxwell House on or around October 2023, WJC failed to communicate at all with its neighbors about the increased event use. Now, that WJC is required to obtain a CUP and is concerned that its neighbors' objections might impact the CUP, it is making many inconsistent and inaccurate statements and "showing interest" in its neighbors' concerns, a transparent and troubling behavioral change supporting further its lack of good faith.

e. **WJC's Apparent Failure to Comply with the Law.**

It appears that WJC has failed to comply with many legal requirements for a long period of time. In fact, several years ago, a drunken guest at a WJC wedding smashed into 2 parked cars near WJC. Because of this, the City demanded that WJC obtain this CUP. WJC has no excuse for not complying with the laws all these years. It should not now be rewarded for failing to comply with the law.

3. **The CUP Fails to Provide A Process By Which The City and Neighbors Will Be Notified of the Weekend[s] on Which the Weddings Will Be Scheduled.**

- a. Page 12 of the Staff Report dated June 5, 2024, lists the number of weekends and weddings allowed but there is no provision for notifying the City or the Neighbors of the actual dates that they are scheduled. IF the CUP is granted, such a provision must be included. Because weddings are usually planned far in advance, usually a year or more, a 12 month notice requirement is reasonable.

4. **Lack of Enforcement Mechanisms for Conditions Listed in CUP** – The WJC does not currently comply with the conditions in the TUP because there are no negative consequences for its failure to comply.
- a. For many years, my tenants and/or I have contacted WJC with our various concerns about the disruptions caused by the WJC wedding events. The general response from WJC has been “we’ve always done this” and “no one ever complains”. In fact, neighbors do complain, but our concerns are dismissed and ignored by the WJC. And, because my concerns were always ignored and dismissed, it was pointless for me to pursue these concerns any further. Instead, I have been a good neighbor which has not made any difference at all.
 - b. Since the TUP has been issued, I have raised concerns with WJC numerous times. Most of the time, it takes several days for WJC to respond to my concerns, if they respond at all. And, even then, no specific action or resolution has been taken or proposed.
 - c. On December 9, 2023, a vendor for WJC was setting up an outdoor cooking station next to our common wall. I was concerned about fires/explosions. I went out front to see if the catering truck was parked on the street but none was there. While I was standing on our property, I saw a man and 2 ladies with drinks in their hands leaving the WJC property and walking to their car parked on the street. [The TUP was in effect at the time and guests were not permitted to park on the street.] Another guest of the WJC while standing on WJC property, started talking to me asking me why I was looking at these people; he was intimidating and continued to say uncomfortable things in a harassing manner to me. A WJC employee who was on the front yard of the WJC witnessed all of this and did nothing. I was scared for my safety and went back to my home, pulled down all the shades and set the alarm. I truly feared for my life and the safety of my person and my property.
 - d. On March 23, 2024, I sent an email to Cindy Arenas and others stating that a group of women were out on the patio from around 6:30 pm to 6:45 pm screaming and making a lot of noise. I said I would appreciate it if WJC would make more of an effort to keep the noise down. I never received a response from anyone at WJC.
 - e. On Saturday, June 1, 2024, there were people in the patio area talking and laughing almost continuously from 6 pm until after 9 pm. I emailed Cindy Arenas at the WJC about this issue several times. Nothing was done. Further, there appeared to be a door monitor but that person only opened and closed the door frequently to let people in and out. When the door monitor was not there, the door remained open for various periods of time so that the music and noise filled the air. As today, I still have had no response from the WJC.
5. **Significant Conflict of Interest Issues.** Conflict of interest issues also raise concerns. Even if there is no actual conflict, the appearance of conflicts is

extremely troubling. For example, the City is the Landlord of the WJC Campus. If WJC cannot maintain the premises, then the City will have to pay for these expenses; the City can avoid these expenses by granting this CUP. Further, an employee of WJC is also the owner/operator of one of the top recommended wedding planner businesses on the Maxwell House site. How fairly can she enforce the conditions in the CUP if she is paid by the bridal couple to manage their wedding at the Maxwell House?

6. **WJC's 4/3/2024 Application Asserts Unsubstantiated Claims.** WJC should be required to provide the factual documentation to support these claims.

a. **Findings #1 and #3. Local Vendors:** WJC asserts that The Maxwell House weddings support a multitude of local Pasadena small businesses, including caterers, florists and event planners and references Exhibit E – Local Vendors.

i. Exhibit E is a five-page list of the Local Vendors. WJC needs to clarify which of these vendors are truly physically located in Pasadena. For example, I quickly reviewed the first page of Exhibit E which listed 41 Local Vendors: 6 of 41 clearly listed Pasadena addresses on the internet; 21 of 41, e.g., Wolfgang Puck Catering, did not have Pasadena addresses; 14 of 41, listed no physical address or only generally mentioned Los Angeles/Southern California.

ii. Further, how does WJC vet and monitor these vendors initially and on an ongoing basis?

iii. The internet listed at least 11 wedding venues in Pasadena, including The Castle Green and La Casita Del Arroyo. Maxwell House is only one of many wedding venues in Pasadena. WJC needs to specify the exact benefits it claims to provide to these "local" vendors that are not or cannot be provided by these other wedding venues in Pasadena. If the Maxwell House was not operating a wedding business, wouldn't these local vendors still obtain work for the weddings at other venues?

b. **Findings #1 and #3. Wedding Funding Needed to Support WJC Campus:** WJC claims that funding from the Maxwell House plays a significant part in WJC's ability to shoulder the financial burden of running the WJC campus. WJC should be transparent to the City and to the Community and provide the financial details to support this claim.

i. What are the expenses for maintaining the WJC campus? Most non-profits have expenses related to their premises [rent/mortgage payments, insurance, upkeep, maintenance, upgrading interiors, etc.]. WJC committed to these expenses when it entered into the Lease with the City with the full knowledge it was responsible for these expenses as a NONPROFIT entity. In addition, WJC receives

monthly rent from the 17 Nonprofit Tenants listed on Exhibit D. How much is this rent?

- ii. For 2025 and Beyond, it appears that WJC proposes to schedule 14 Full Weddings [\$8500 x 14] and 14 Boutique Weddings [\$4500 x 14] to earn gross income of \$182,000. [For comparison, WJC raised over \$700,000 in 1 fundraising event in 2023.] What is the NET income from these 28 events in 2025 and beyond? These Weddings consume a great deal of staff time and resources and expense: the event coordinator, scheduling and discussing details, meetings, phone calls, facility tours, the set-up [tables, chairs, linens, etc.] and breakdown staff, the monitoring staff, equipment costs and upkeep, the wear and tear on the Maxwell House from up to 175 exuberant wedding guests walking, sitting, eating, dancing, etc., from approximately 3 pm to 10 pm? Additional electricity, utilities and plumbing costs? Additional wear and tear on devices, such as air conditioning units, kitchen appliances, etc.? In WJC's 2022 Form 990, WJC asserts that the short-term rentals... are critical....to catch up on...much needed...repairs related to plumbing...security, heating and air, landscaping, electricity....woodwork interiors, etc. Or, in truth, are short-term rentals one of the major causes of these maintenance and upkeep costs?

Conclusion

In sum, for the reasons above, I hereby respectfully request: that CUP #7114 be denied permanently and with prejudice; that any existing permission to use the Maxwell House as an event space be revoked, and that Western Justice Center [WJC] and the Maxwell House be permanently prohibited from receiving a CUP for the establishment of a Clubs, Lodges, Private Meeting Halls land use within the PS-1 zoning district.

IF the CUP is granted, I hereby request:

1. That a phase down of the number of weekends and wedding events be implemented, i.e., reduce the total number of weekends from 14 to 10 [i.e., 20 weddings] in 2026 and to 6 weekends [i.e., 12 weddings] in 2027 and to 2 weekends [i.e., 4 weddings] in 2028 and beyond so that by the year 2028 and beyond, the WJC will have a total of 2 weekends [4 weddings] per year. This results in a reasonable use of 4% of the weekends during the year rather than the current proposed severely unreasonable 27% of weekends. The selection of weekends would need to comply with the current limitations on spacing and maximum number of weekends per month, etc.; and
2. That an employee of the Planning and Community Development Department be assigned as the contact person for all issues related to this CUP, someone who can

be contacted regarding the violations of the conditions and who will take action to ensure that WJC has complied with all conditions; and

3. That WJC be required to provide written notice to the City and WJC's neighbors of the specific dates of the weekend[s] on which weddings will be held 12 months in advance; and
4. That effective enforcement mechanisms need to be put into place, e.g., there will be a reduction in the number of permitted events if WJC fails to comply with the CUP conditions for a specified number of times.

Thank you for seriously considering these critical issues and concerns.

Sincerely,

Anita Yagjian