

Jomsky, Mark

From: Ken Kules
Sent: Sunday, August 18, 2024 1:26 PM
To: Jomsky, Mark; Gordo, Victor; Williams, Felicia; Madison, Steve; Masuda, Gene; Hampton, Tyron; Rivas, Jessica; Lyon, Jason; Justin Jones; Heather Robb; Lauren Siegel
Cc: Takeguchi, Stacie
Subject: City Council 8-19-2024 Agenda Item 12: OPERATING AGREEMENT BETWEEN THE CITY OF PASADENA AND THE RBOC

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The proposed changes are ambiguous regarding the cost and management of water service for the "RBOC Area" as defined in the Agreement. Clarification of these ambiguities is appropriate and necessary as failure to address these ambiguities could frustrate management of the Agreement.

Payment for cost of water. Paragraph 3.5.4 "Limitation on Charges" says that "City must not charge the RBOC any fees, costs or charges related to use ... of the RBOC Area." Paragraph 7.1 "Applicable Standard" defines "use" as including "for golf courses and related facilities to operate and use the facilities..." The implication is that RBOC does not have to pay for costs related to the RBOC Area - including Brookside Golf Course, which is the largest water customer in PWP's service area. Providing relief to the RBOC of the cost of water would shift that burden to other PWP customers and would not be permissible under Proposition 218. **This ambiguity must be clarified by adding language to Paragraph 3.5.4 that says that "The above terms for 'Use of the RBOC Area' under this paragraph do not relieve the RBOC of the requirement that it is responsible for the costs of water service for the RBOC Area."**

Limitations on how water use is managed. Paragraph 7.1 "Applicable Standard" deletes the listing of comparable golf courses and in its place says "for golf courses and related facilities to operate and use the facilities at a standard of performance and operation of the highest quality and comparable to other similar publicly owned golf courses operations in southern California." This implies that the Brookside Golf Courses must be permitted to have the highest use of water when compared to "similar" golf courses and determination of which golf courses are "similar" is left to interpretation. As an example, would a golf course that is similar in most regards but uses recycled water for irrigation be similar? This is also complicated by the fact that State regulations of water in recent years has been applied differently for municipal utilities and failure of the RBOC to manage water under those regulations would shift the RBOC conservation burden to other PWP customers. **Language should be included in paragraph 7.1 that says that "Notwithstanding the above 'Applicable Standard' definition, the RBOC shall manage its water use to conform to local, State or Federal standards for water use that are imposed on Pasadena Water and Power and/or its customers."**

Additionally, Attachment A (Exhibit A: Site Plan of RBOC Area) identifies different areas with green and yellow outlines with no accompanying legend to differentiate between them. This exhibit should use a single boundary format

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CITY CLERK
CITY OF PASADENA

August 18, 2024

Pasadena City Council and Mayor Victor Gordo
100 Garfield Avenue
Pasadena, CA 91101

Dear Mayor Gordo and City Council Members,

Thank you for your strong consideration and hopeful approval of the new operating agreement for the Rose Bowl Operating Company. As you well know, and as shown by prior presentations by RBOC staff, the sports-entertainment marketplace has shifted to a different space over the past decade-plus. The new Operating Agreement will allow America's Stadium to remain nimble in order to evolve and remain competitive.

As a 25+ year veteran Banking Executive, I feel the Rose Bowl Stadium Staff has been dutiful in their responsibility to ensure great leadership and a balanced budget, resulting in starting necessary upgrades to ensure a continued positive experience for its core tenants, patrons, and the community. The Stadium's continued success benefits all of us, as net revenues will undoubtedly help capital project improvements and preventative maintenance.

We are proud that at 102 years young, the Rose Bowl Stadium remains the best open-air stadium in the United States of America. With the world coming our way in 2028 for the Olympic Games, it is imperative that the Council continues to take the necessary steps to empower the RBOC's leadership to lead in our evolving marketplace, not follow.

Thank you for your trust in the RBOC, and in the Rose Bowl Legacy Foundation, as we continue to work diligently across the Nation to raise needed funds to ensure future generations can enjoy the amazing legacy that this generation has worked hard to continue. We look forward to continued success.

Kind regards,

Dr. Betty® Uribe

Rose Bowl Legacy Foundation Board of Directors Member (2017-Present)

8/19/2024
Item 11 & 12

(Ord. No. 7279, § 2, 4-11-2016)

3.32.270 - Rose Bowl area—Number of permitted events.

- A. No displacement of recreational programs and accessibility to Arroyo Seco facilities shall be allowed more than 15 times in any calendar year without permission of the city council who must find that each additional permitted event meets all of the following requirements:
 - 1. The additional event represents a unique opportunity that will enhance the stature of the Rose Bowl.
 - 2. The revenue generating potential from the additional event justifies its consideration.
 - 3. The event does not create undue conflicts with other Arroyo Seco activities taking place at the same time.
 - 4. The event does not impose undue adverse impacts on surrounding residential areas.
- B. To minimize adverse impacts on surrounding residential areas, scheduling of events at the Rose Bowl shall emphasize a minimum number of events which yield the maximum amount of new revenues to the city.
- C. In the event that the RBOC enters into a multi-year license agreement to host a multi-day, multi-stage music and arts festival, in no case shall that festival and any regular season event permitted pursuant to Section 3.32.275 occur in the same year.

(Ord. 6403 § 2 (part), 1990)

(Ord. No. 7279, § 3, 4-11-2016)

3.32.275 - Temporary increase in displacement events.

Notwithstanding any other section of this chapter or any other limitation in the Municipal Code, and in addition to the displacement events permitted pursuant to Section 3.32.270, displacement of recreational programs and accessibility to Arroyo Seco facilities shall be allowed for a maximum of 13 additional National Football League ("NFL") events over a consecutive 12-month period. The events authorized by this section shall not commence unless and until the city council approves an agreement to allow a NFL team to temporarily play its home games in the Rose Bowl. Additionally, such events shall involve attendance of no more than 75,000 patrons. This section shall be repealed and have no further effect upon the end of a five-year period that will begin on the date of the first NFL football game played at the Rose Bowl pursuant to such agreement.

(Ord. No. 7227, § 1, 12-3-2012)

3.32.280 - Rose Bowl area—Rental rates and charges.

The city council, by resolution, shall establish a schedule of minimum rents, charges and fees to be charged and collected for use of the Rose Bowl. Nothing herein shall prohibit rents, charges and fees in excess of those set forth in the aforementioned schedule. In addition, users of the Rose Bowl shall pay to the city all costs incurred by the city and Rose Bowl Operating Company in connection with their licensed use as determined by the general manager of the Rose Bowl and enumerated in a license agreement which also shall set forth the time and method of payment of all charges and the matter of accounting therefor. The minimum schedule of rents, fees and charges shall conform to the other provisions set forth in this section and chapter.

- A. Services for which costs shall be charged as costs of operations shall include, but not be limited to, police and security, crowd control, groundskeepers and such other services which are required by the general manager of the Rose Bowl and set forth in the license agreement.
- B. The aforementioned minimum schedule may provide for but shall not require a reduction of rents, fees and charges based on the following considerations:
 - 1. Whether the event to be sponsored is for a local public purpose or benefit; or
 - 2. Whether an admission fee is to be charged, collection taken or space or advertising sold or sublet; or
 - 3. Whether the net proceeds of the event will be donated to nonprofit organizations; or
 - 4. Whether the event is to be open to the public; or
 - 5. Whether the event is of a cultural, civic or patriotic character; or
 - 6. Whether the licensee is a nonprofit organization.

The general manager of the Rose Bowl shall determine whether or not a licensee is entitled to any reduced rent, fee or charge provided for hereunder and his or her decision shall be limited to a consideration of the foregoing factors. For purposes of this section, a "nonprofit organization" shall be defined as a nonprofit organization with an office in the city for at least 5 years preceding the date of the application for a license.

- C. Every licensee shall be required to pay all costs of operations incurred by city and Rose Bowl Operating Company in connection with said licensee's use of the Rose Bowl, except as such costs are either reduced or waived by specific resolution of the city council as to city costs and of the Rose Bowl Operating Company as to Rose Bowl Operating Company costs. Nothing contained elsewhere in this chapter shall authorize an exception to this provision.
- D. Every person using the Rose Bowl shall be required to indemnify, hold harmless and defend the city, Rose Bowl Operating Company, their respective officers, directors and employees from any loss, liability or damage resulting from the use of the premises by said licensee, and each user shall procure and maintain, in full force and effect, during the period of licensed use, a policy of insurance satisfactory to city which shall insure city and Rose Bowl Operating Company against any liability of whatsoever nature on account of bodily injury to or of damage to any property arising out of or in connection with the use of said premises by said user, including all costs of defending any claim arising as a result thereof. The insurance policies required herein shall be in an amount and on forms approved by the city, and each such policy shall provide that the policy shall not be cancelable for any cause until 30 days' written notice to the city and Rose Bowl Operating Company. Evidence of products' liability insurance coverage, or workers' compensation insurance coverage may be required, and if required by city, such coverage shall comply with the form requirements specified herein. City, at city's sole option, may waive all or part of the foregoing requirements regarding indemnity and insurance, and require the user to obtain similar insurance coverage, either through the city or by other arrangement approved by city, and the user shall be required to reimburse city for the cost of any insurance provided pursuant hereto.
- E. No use of the Rose Bowl shall be permitted unless licensed and no license shall be granted unless such licensed use is in writing and on a form approved by the city attorney and executed by the Rose Bowl Operating Company or the general manager of the Rose Bowl, as agent of the city. The Rose Bowl Operating Company and the general manager of the Rose Bowl, as agent of the city, are authorized to execute all license agreements in conformance with this chapter for the Rose Bowl for and on behalf of the city.
- F. No provision of this section shall limit or prohibit RBOC from charging a rental or use fee in excess of that set forth in the minimum schedule provided for herein, or basing the rental fee or charge for use of the Rose Bowl upon a percentage of licensee's gross receipts; provided, that each licensee agreement shall provide that the minimum rental fee or charge set forth in the aforementioned schedule shall be collected from the licensee.

- G. The general manager of the Rose Bowl or his or her designee shall use the authority granted hereunder to promote by all appropriate means greater use of the Rose Bowl for revenue-producing events.

(Ord. 6627 § 5, 1995: Ord. 6403 § 2 (part), 1990)

3.32.300 - Rose Bowl area—Parking limitations and charges.

A priority system for the use of the Rose Bowl and ancillary parking facilities shall be developed which shall include the following:

- A. A paid parking program for all major events which includes unreserved parking at a fixed fee throughout the Rose Bowl/Brookside Park area regardless of proximity to the event and preferred reserved parking at a higher fee;
- B. The possibility of paid parking for non-major events of less than 20,000 attendance;
- C. The active promotion of alternative parking outside the Arroyo Seco for all major events with transportation to the Rose Bowl, and the Rose Bowl Operating Company shall use clean air, non diesel buses for its contracted shuttle services, to the maximum extent permitted by law, and shall encourage private event sponsors to use clean air, non-diesel buses for shuttle to major, Rose Bowl displacement events, when commercially feasible. For the purpose of this section, clean air, non-diesel bus shall mean vehicles which rely on natural gas, electric fuel cells, or other non-diesel technology, and which have an exhaust which is not classified as a toxic air contaminant.
- D. Priority order of use as follows:
 - 1. Conventional Rose Bowl parking facilities, also known as areas A, F, G, J, K and D.
 - 2. Brookside parking lot, also known as area I.
 - 3. Turfed areas, including Brookside ball fields, playing fields, area H, and golf course.
- E. Limitations on the use of turfed areas for parking shall be determined in accordance with the provisions of Section 3.32.280(D) of this chapter and by city board policy. In no case shall Brookside Golf Course, playing fields and Brookside Park be used for parking where such use may cause substantial or permanent damage to the turf.
- F. A no parking policy shall be established in the residential and other areas surrounding the Rose Bowl/Brookside Park area during major events at the Rose Bowl. Temporary no parking restrictions shall be in force and signs shall be posted in the affected areas according to Section 10.40.100 of this code. This no parking restriction shall be enforced by towing and impounding the vehicles of violators at the violators' expense according to Section 10.40.030 of this code.
- G. The parking area and all rights thereto in the areas adjacent to the Rose Bowl are reserved for the benefit of the city. The city may allow use thereof at rates and on terms approved by the city manager.

(Ord. 6403 § 2 (part), 1990)

(Ord. No. 7162, § 1, 3-30-2009)

3.32.310 - Rose Bowl area—Advertising, broadcast and recording.

All advertising, broadcast, television, transcription and/or recording rights are reserved for the benefit of the city, except as otherwise provided by contract with the user.

(Ord. 6403 § 2 (part), 1990)

3.32.320 - Rose Bowl area—Public address system.

The Rose Bowl public address system shall be used at events requiring a public address system. Any other system shall only be permitted in the Rose Bowl with the prior written permission of the general manager of the Rose Bowl.

(Ord. 6627 § 6, 1995; Ord. 6403 § 2 (part), 1990)

3.32.330 - Rose Bowl area—Concessions operation.

All concessions operated in the Rose Bowl are reserved for the benefit of the city, except as otherwise provided by contract with the user.

(Ord. 6403 § 2 (part), 1990)

3.32.340 - Rose Bowl area—Police protection.

Every licensee of the Rose Bowl shall furnish such police protection as shall be required by the city manager.

(Ord. 6403 § 2 (part), 1990)

3.32.350 - Rose Bowl area—Cancellation of use.

The city manager may cancel any right to use the Rose Bowl if in his opinion such use will unduly damage the premises or will be inimical to the public welfare.

(Ord. 6403 § 2 (part), 1990)

3.32.360 - Rose Bowl area—Alteration of facility.

No user shall erect, build, install, alter or change any structure or facility in the Rose Bowl without the written approval of the city manager.

(Ord. 6403 § 2 (part), 1990)

3.32.370 - Rose Bowl area—Rental charge when not in actual use.

Whenever the Rose Bowl is occupied by any licensee and is not in actual use and no equipment or services are required, no licensee fee shall be charged for a reasonable time of such nonuse as shall be determined by the general manager of the Rose Bowl.

(Ord. 6627 § 7, 1995; Ord. 6403 § 2 (part), 1990)

3.32.380 - Rose Bowl area—Terms of use.

The Rose Bowl Operating Company may, in conformance with this chapter, permit the use of the Rose Bowl for any event or series of events upon such terms as it determines to be reasonable, and the contract for such use shall state such terms.

(Ord. 6627 § 8, 1995: Ord. 6403 § 2 (part), 1990)

Article V. - Brookside Golf Course Area

3.32.450 - Brookside Golf Course area established.

The Brookside Golf Course area consists of Brookside Golf Course and clubhouse and the adjoining parking lot south of the clubhouse.

(Ord. 6403 § 2 (part), 1990)

3.32.460 - Brookside Golf Course area—Permitted uses.

In addition to golf uses, the following uses are permitted in the Brookside Golf Course area:

- A. Clubhouse and related activities, including but not limited to weddings, private parties, and similar events;
- B. Parking under the same limitation as in Section 3.32.300;
- C. Displacement events and activities ancillary to displacement events, including but not limited to music and arts festivals, Rose Bowl Game parties, and related temporary structures and concessions;
- D. Amplified sound, including sound as permitted by the general manager of the Rose Bowl Operating Company pursuant to Pasadena Municipal Code Section 9.36.170(C);
- E. Non-displacement events and related temporary structures and concessions; and
- F. Structures that are ancillary to any use provided herein and maintenance and operation of the area. Any new permanent structure or alteration of existing structures shall be subject to the hearing procedures of Section 3.32.180.

(Ord. 6403 § 2 (part), 1990)

(Ord. No. 7279, § 4, 4-11-2016)

TITLE 3 FOOTNOTES

1. Cross reference: Building/Mechanical Code, see Ch. 14.04.
2. Prior ordinance history: Ords. 5559 and 6303.
3. Cross reference: Parks Department, see Ch. 2.32.