

Sent by Certified Mail and Email

October 7, 2012

Gary Hackney
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David Sinclair, Planner
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175 N. Garfield Avenue
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Subject: Comments on the Draft Environmental Impact Report for *Temporary Use of the Rose Bowl Stadium by the National Football League (NFL)*.

Dear Mr. Sinclair;

Thank you for the opportunity to comment on the draft EIR for temporary use of the Rose Bowl for NFL games. As I review the draft EIR, I can't help but reflect back on how we got to this point. Only a few years ago after much review and study, the residents of Pasadena overwhelmingly voted against the Rose Bowl hosting an NFL football team. Clearly, even back then, the Rose Bowl was in serious need of a major renovation and the NFL proposal was touted as a way to finance needed improvements. Fortunately our City leaders stepped back and developed a renovation plan that was much more in keeping with the character of Pasadena and also preserved and modernized this iconic venue. As the plans evolved, so did a financing mechanism and the best part was, it didn't involve the NFL. Now here we are reviewing another draft EIR that would allow the NFL to "temporarily" use the Rose Bowl. The document seems to be an improvement over the initial study, but unfortunately, it appears that most impacts are dismissed as either temporary or unavoidable and effective mitigation is not provided. Further, it is not clear from the document who will be financially responsible for the mitigation measures that have been identified. In some cases, the document ignores real operational impacts by defining a "threshold of significance" that only considers physical impacts. This could be valid under CEQA, but certainly doesn't represent what appeared to be the original intent of the Arroyo Seco Ordinance or assurances from City officials at the start of current discussions regarding the NFL. As we all know, there is no plan to construct physical facilities so we could have eliminated the expense of an EIR had we known that the review would be limited to physical impacts.

When the most recent talk of hosting an NFL team first began about a year ago, we were told that it was only two years, it would bring in millions of dollars of revenue that would offset the budget gap on the renovation, create hundreds of jobs, and impacts if there were any, would be taken care of. Now after reviewing the EIR, we find that there will be no significant job creation and many of the impacts are either unavoidable or do not require mitigation under CEQA. Hopefully, prior assurances that the renovation budget gap will be substantially reduced or eliminated are still valid, but we won't know this until the "NFL deal" is disclosed. Thus far, we appear to be down a half a million dollars that was spent

to prepare an EIR for the NFL. The document certainly favors the NFL by failing to identify the responsible party for costs that will be incurred for items such as traffic management and recreational facility repairs. The potential duration of the NFL lease has now increased to 5 years and there is no certainty that this can be relied on either. My requests for further assurances that this time limit is valid were ignored in the EIR by referring the commenter to the ALTERNATIVES ANALYSIS that is silent on this matter. The Farmer’s Field proposal is still in a state of flux and now the sponsoring organization, AEG is up for sale with no guarantee the project will continue under new ownership. I am only relieved that none of this happened while we were “temporarily” hosting the NFL at the Rose Bowl. Clearly, the Rose Bowl renovation was necessary and the progress thus far is an excellent improvement to the historic stadium. However, the financing plan that was shared with the public for the renovation did not contain any mention of the NFL as part of the financing scheme. At this point, I think I have to agree with the Urban Land Institute, that temporary use of the Rose Bowl by the NFL is a bad idea.

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My specific comments on the draft EIR are as follows. The preparer of the draft EIR failed to address several of my comments on the NOP and relies on the casual unsubstantiated conclusions in the initial study to dismiss impact areas as insignificant. The preparer needs to clarify throughout the document, that the proposed tenant will be responsible for all mitigation measures in conjunction with the RBOC and the City.

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In Section 2 PROJECT DESCRIPTION, under description of NFL events on page 2.0-15 there is no mention of set up and tear down of temporary facilities outside of the Rose Bowl stadium such as in Lot H. This is good news, but should be made a contract requirement to reduce recreational diversion impacts (i.e. Lot H can be used for game day parking only and no other activities are allowed). On the same page, the description states that NFL games may not be held on the same weekends as UCLA games. This should be clarified, will they or won’t they? On page 2.0-16, under signage and lighting, the *NFL’s Sports Lighting Design Criteria* is described. If special lighting is required for the NFL, they should pay for it. Furthermore, the statement that stadium lighting is comparable to residential street lighting, is not consistent with public testimony that has been received on this project.

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In PUBLIC SERVICES under Section 3.5.1 Fire Protection on page 3.5.1-6, Impact 3.5.1-1 states that “The Project could increase the demand for fire protection services.....”. Under Section 3.5.2 Police Protection on page 3.5.2-4, Impact 3.5.2-1 states that “The Project could affect police levels on event days.....”. Under Cumulative Impacts on page 3.5.2-8 and page 3.5.2-9 beginning with the second sentence states “Police levels of service could decrease due to elevated police workload associated with the increased visitor population of cumulative development within the City of Pasadena. However, the proposed project would be temporary in nature and after a period of five years would not add to any cumulative demand on police protection services.” The document goes on to characterize these significant impacts as insignificant because they do not create physical impacts. It is ridiculous to suggest that the residents of Pasadena are concerned about physical impacts associated with new fire or police facilities in evaluating this project. How will these significant impacts be mitigated and who will pay for it?

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Section 3.6 RECREATION, page 3.6-22, Impact 3.6-1 “The proposed project would not result in physical deterioration of neighborhood or regional parks.....” For all practical purposes, the Central Arroyo is a regional park. The increased frequency of utilizing the Brookside Golf Course, the Brookside Park and Lot H for parking will significantly increase the deterioration of these facilities requiring weekly repairs and substantial refurbishment at the end of the football season. The tenant should be responsible for these increased maintenance activities. Mitigation Measure 3.6-1 should specify the tenant as the responsible party for immediate and annual repairs. In addition, the mitigation measure should identify the tenant as the responsible party for repairs of all turf and non-paved areas designated for use by the tenant for parking or any other purpose. On page 3.6-23, last paragraph after Impact 3.6-2 fourth line add Kidspace as another unavailable facility resulting from the proposed project. On page 3.6-24, first paragraph, last sentence add after “traffic around the Rose Bowl” and the complete absence of parking. On page 3.6-29, Mitigation Measure 3.6-2 will have no measurable affect because parking will be prohibited or very costly. A more meaningful attempt at mitigation would be through lease agreement conditions stipulating no day games, no entry or parking before 12 noon, and temporary reservation of parking for loop users until 12 noon on game day. On page 3.6-30, the statement that the residual impact is beneficial is subjective and should be removed with the annotated explanation that use of the Rose Bowl by the NFL was previously rejected by Pasadena voters and the Urban Land Institute does not recommend this use for the Central Arroyo.

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Section 3.7 TRAFFIC, Page 3.7-81 through page 3.7-90, Mitigation Measure 3.7-1, Mitigation Measure 3.7-2, Additional Mitigation Measure 3.7-2.1. It is not clear from the mitigation measures who will cover the cost of the additional expanded Traffic Operations Plan. The mitigation measures should be expanded to require the tenant to contract with the City for implementation of the TOP with all costs borne by the tenant. On page 3.7-102, clarify the tenant’s responsibility to comply with Mitigation Measure 3.7-4.

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Again, thank you for the opportunity to comment on the Draft EIR. I will look forward to reviewing your response to comments in the Final EIR. Unfortunately, based on the inability to mitigate impacts, any proposal involving the NFL’s use of the Rose Bowl is still not in the best interest of Pasadena.

Sincerely,

Gary Hackney

C: City Manager Michael Beck (mbeck@cityofpasadena.net)
 Mayor Bill Bogaard (bbogaard@cityofpasadena.net)
 Council Member Jacque Robinson (jrobinson@cityofpasadena.net)
 District 1 Field Representative Tina Williams (twilliams@cityofpasadena.net)
 East Arroyo Residents Association Board of Directors

Letter No. 34: **Gary Hackney**

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October 7, 2012

Response 34-1

The comment asks who will be paying for the mitigation measures included in the EIR. The following measures are anticipated to have a cost associated with implementation:

MM 2.0-1 RBOC will be responsible for costs associated with this measure.

MM 2.0-2 – RBOC will be responsible for costs associated with this measure.

MM 3.6-1 – RBOC will be responsible for implementing the measure including any costs associated with implementation.

MM 3.6-2 – Minimal cost associated with periodic oversight. The City of Pasadena Public Works department will be responsible, and the City of Pasadena will be responsible for any costs associated with oversight of the measure.

MM 3.6-3 – RBOC shall be responsible for the costs associated with notification.

MM 3.6-4 – Minimal costs associated with negotiation of the existing leases.

MM 3.6-5 – The City will be responsible for the costs associated with monitoring and repairing nearby parks.

MM 3.7-1 - The City of Pasadena will be responsible for the costs associated with this traffic control measure.

MM 3.7-2 – The City of Pasadena will be responsible for the costs associated with this traffic control measure.

MM 3.7-3 – The City will be responsible for costs associated with coordination with Metro this costs, as well as costs associated with increase transit as discussed in **Response 3-1**.

MM 3.7-4 – RBOC will be responsible for the costs associated with operating the changeable message signs.

MM-3.7-5 - No additional costs associated with this measure.

MM 3.7-6 – No additional costs associated with this measure.

The second part of the comment states the EIR “ignores real operation impacts by defining a ‘threshold of significance’ that only considers physical impacts.” The Draft EIR analyzes physical impacts associated with the project in accordance with CEQA, as correctly pointed out in the comment letter.

Response 34-2

The comment relates to the mitigation measures contained in the Draft EIR. Several measures have been revised to clarify responsible party, please see **Section 2.0 Corrections and Additions** of the Final EIR.

Response 34-3

The comment relates to set up and tear down of temporary facilities. Based on information provided by RBOC it is anticipated that some set up and tear down would occur on the day prior to an NFL event. However, recreational uses would not be restricted until the day of the event. The comment suggests that limitations to the use of Lot H be included in the contract with the NFL. Temporary structures would be located immediately outside the stadium. It is not anticipated that they would be located in Lot H, as Lot H will be used for parking on event days. Also refer to **Response 7-8** related to temporary structures. The comment will be included as part of the record and made available to the decision makers prior to a final decision on the proposed project.

The comment also asks for further clarification on whether NFL events will be held on the same weekend as UCLA events. Refer to **Response 15-1**

Response 34-4

The comment restates information contained in the Draft EIR related to public services. The Draft EIR is prepared in accordance with the *State CEQA Guidelines*, which require a discussion of the project’s impacts on the environment. Within the meaning of CEQA, a project will have an impact related to public services when demand is increased such as new facilities will need to be constructed. The opinion of the commenter will be included as part of the record and made available to the decision makers prior to a final decision on the proposed project.

Response 34-5

Mitigation measure **MM 3.6-1** states the RBOC would be responsible for the maintenance of the golf course.

Response 34-6

The commenter is referred to page 3.6-29 of the Draft EIR which states “In addition to the potential loss of active and passive recreational uses described above, the increase in unavailability of Lot H, Brookside Park (including Kidspace Children’s Museum), Brookside Golf Course, and the Rose bowl Aquatic Center during major stadium events due to parking need would increase the number of days (an additional 13) these facilities would be unavailable for use by the general public to 25 per year.”

The comment suggests several measures to be added to lease agreements with the NFL. However, as discussed in **Response 14-4**, preparation for NFL games will begin up to 8 hours before game time and, as a practical matter, the Arroyo will be unavailable for recreation use during the day even if an NFL game is scheduled to begin in the evening.

Response 34-7

Impact 3.6-3 has been removed from the Draft EIR along with the discussion of the beneficial effect of the impact.

Response 34-8

As proposed, MM 3.7-1, MM 3.7-2, AM 3.7-2.1, and MM 3.7-4 will mitigate the environmental impacts to the extent feasible, without regard to who pays for the measure. The ultimate financial responsibility for implementing the mitigation measures will be an item for negotiation between the City and the NFL. Regardless, either the City or the RBOC will implement the mitigation measures if the cost is not otherwise passed on to an NFL team.