BILL004(25)
Testimony

MISC. COMM. 137

BUDGET (BUD)

BUDGET (BUD) Meeting

Meeting Date: Mar 4, 2025 @ 09:00 AM

Support: 0

Oppose: 0

I wish to comment: 1

Name:	Email:	Zip:
Winston Welch	winston@outdoorcircle.org	96815
Representing:	Position:	Submitted:
The Outdoor Circle	I wish to comment	Mar 4, 2025 @ 12:02 AM

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March 3, 2025

RE: Comments on Proposed Amendment to Bill 4 (2025) CD1 and Proposed CD2 from the Managing Director's Office– Relating to Sponsorships

Dear Committee Chair Dos Santos-Tam and Committee Members,

The Outdoor Circle appreciates what seems to be a desire on behalf of the Council and the Administration to recognize the enduring value of our strict signage laws as it considers new legislation like Bill 4 (2025) CD2.

We have some comments on the Proposed CD2 from the Managing Director's office to clarify and strengthen the language in it, and offer the following suggestions with strikeouts and CAPITAL letters where our suggested changes are made:

First, under **§ 2-_.6 Sponsorship rules:**

> The director of budget and fiscal services or other director as designated by the mayor, WORKING TOGETHER WITH THE DIRECTOR OF PLANNING AND PERMITTING, ~~may [must]~~ SHALL adopt rules, in accordance with HRS Chapter 91, for the implementation, administration, and enforcement of this article.

We would like to see the word "SHALL" be in mandatory to adopt rules. Without rules, the public nor potential sponsors can be assured of what might be offered. This will allow for proper public input and uniformity in this law. We would also like to see that DPP be included in this rule making to ensure proper adherence to our existing laws and to provide guidance for the department(s) involved otherwise.

Second, under **§ 2-_.7 Sponsorship requirements, we suggest combining (a) (2) and (a) (7) (which had been lined out in the Proposed CD2) and adding clarifying language:**

> (a) The following requirements apply to all sponsorship agreements
>
> > (2) Sponsorship recognition, publications, and publicity must conform to all applicable laws and rules, including but not limited to Chapter 21, Article 7, pertaining to sign regulations, and HRS Chapter 445, Part IV, pertaining to outdoor ~~advertising, including billboards~~; SIGNAGE. SPONSORSHIP RECOGNITION SHALL NOT INCLUDE ANY FORM OF VISUAL RECOGNITION IN VIOLATION OF STATE OR COUNTY

LAW REGARDING OUTDOOR SIGNAGE. Any physical form of sponsorship recognition must be consistent with the surrounding environment as determined by ~~the sponsorship agreement and~~ applicable SIGNAGE LAW, adopted rules and regulations, AND SHALL NOT CONTAIN LOGOS, SLOGANS, SPECIALIZED COLORS, SPECIALIZED FONTS OR OTHER IDENTIFYING CHARACTERISTICS THAT ARE UNIQUE TO A SPONSOR.

Since this is a new area being conceived for sponsorships, this second clarification ensures that our visual environment remains free of what otherwise might lead, essentially, to outdoor advertising, which our signage laws prohibit.

Third, we would suggest that a specific clause be inserted to prohibit sponsorship "naming rights" for any City facilities, parks, programs, equipment , real or tangible property. Although the City is not stating this in the draft Bill 4 (2025) CD2, these drafts are ambiguous enough to warrant inclusion of this clause.

To that end we suggest that a new **§ 2-_.7 (a) (7) clause state:**

(7) Sponsorship recognition shall not include "naming rights."

While we do not think that the taxpayers of Honolulu, who have rightly spent for the enormous share of these facilities, should then have a "sponsor" spend a tiny fraction of the monies spent through taxes, to then essentially have a "branded" property in the form of a City asset. To underscore this point, one comment on this topic in the local newspaper recently suggested that if we are renaming facilities, it should be something along the lines of "The Taxpayers of Honolulu Blaisdell Center" rightly acknowledging the overwhelming financial contributions to City coffers and its assets.

We understand that the City has in a Resolution 25-50 to seek possible "naming rights" for Blaisdell Center, or perhaps parts of it, for example, a stage or exhibition hall or room, or a venue inside of the complex. To that end, we would suggest that if the City wishes to pursue this, that the City not "name" the entire complex after a sponsoring entity, but rather take a limited approach that allows for portions of the complex to be "named" for support and income as envisioned by this Bill 4 (2025) CD1. IF the City still wishes to proceed with the Blaisdell Center Resolution 25-50, the proposed new clause (7) above could contain a simple phrase after that that reads "This clause may not apply to Blaisdell Center or parts of it therein."

However, more important implications of "naming rights" is the potential real loss of historical, cultural, geographical, and resident presence in the "sponsorship naming" of our City assets then replaced, essentially, with branded "ads" under the guise of "naming rights." The oral testimony of Koolau Foundation in last week's City Council Agenda on this topic passionately spoke to this.

The City generally names assets primarily for their geographic, historic, and cultural backgrounds, as well as for persons who have dedicated decades of service to our City. Many, perhaps most, of our City parks, beaches, trails, venues, highways, main thoroughfares, events, festivals, train stations, etc., are often or are primarily based in and named for our Native Hawaiian place names, history, culture, historical personages, geography and the like.

The idea of inserting "naming rights," which actually is corporate branding, being placed in front of these names that currently have actual authentic meaning robs us all of the reasons we name things the way we have done and the reasons for which we do so. If we start down a path of sponsor "naming rights" for City assets, even if "just" for Blaisdell Center, there may be no logical stop and we lose ourselves in the process.

It is with this in mind and other points that we think that the envisioned "naming rights" at Blaisdell Center in Resolution 25-50 be considered with very limited, if any, usage. But in any event, we would seek a clarification clause as shown above in the new (7) clause regarding this specific bill and preempting any issues.

Finally, we would suggest that a five-year term is a *maximum* for a sponsorship, but could be renewed upon mutual agreement. Therefore, we would suggest that under **§ 2- .4 Authorization required (a) (3)** be changed to read:

(3) All sponsorship agreements SHALL NOT EXCEED ~~for~~ a term of five years, BUT MAY BE RENEWED UPON MUTUAL AGREEMENT. ~~more must be approved by a resolution adopted by the council.~~

Sponsors will still get plenty of sponsor recognition under this proposed bill with these few changes, and the extra revenue envisioned for better facilities and the like can still be accomplished without sacrificing our own unique history, culture, sense of place, identity, and renowned signage laws in the process. We believe that any sponsors readily understand and appreciate this as well.

Thank you for this opportunity to provide input to clarify and strengthen this proposed Bill 4 (2025) CD2 so that the aims of the City to increase revenue, gain sponsors of City assets, and keep our signage laws respected.

Kind regards,

Winston Welch

Winston Welch
Executive Director
The Outdoor Circle