

**18. City Use of Stadium:** City/RBOC shall continue to have the right to use the Rose Bowl Stadium provided that such use does not interfere with use by NFL, UCLA and Tournament of Roses. In the case of conflict, NFL shall have priority over use of the Stadium by the City/RBOC. City/RBOC use of the Rose Bowl Stadium for displacement events shall comply with P.M.C. Section 3.32.270. In addition, City/RBOC may use the Rose Bowl Stadium for up to 5 events annually of between 2,000 and 20,000 attendance. City/RBOC shall coordinate with NFL use by the City/RBOC of the Rose Bowl Stadium for events of less than 2,000 attendance. City/RBOC shall be responsible for all costs and expenses associated with City/RBOC use of the Rose Bowl Stadium.

**19. Game Day Expenses:** City shall coordinate with NFL to provide game day police and traffic control for NFL events. The NFL understands and acknowledges that the determination of final staffing levels for police and traffic control shall be made by the City Manager. Prior to the commencement of each lease year, NFL and City/RBOC shall meet and confer to establish staffing and budget levels for police and traffic control. The cost of police and traffic control for NFL events shall be an NFL game day operating expense and shall be paid by the NFL. City/RBOC agree that NFL shall not be charged for police and traffic control at rates in excess of those charged by the City/RBOC for Tournament of Roses and UCLA events. Service coverage for police and traffic control for NFL events which are not a national security event as determined by the Department of Homeland Security shall be comparable to that provided for Tournament of Roses and UCLA events.

**20. Signage:** City/RBOC grants to NFL the exclusive right to all permanent fixed signage in the interior and on the exterior of the renovated Rose Bowl Stadium. City/RBOC shall not grant to any other tenant or party any right to place any permanent signage in the interior or on the exterior of the renovated Rose Bowl Stadium. NFL shall have the right to retain all revenues from permanent advertising in interior and on the exterior of the renovated Rose Bowl Stadium, except as otherwise agreed to by the NFL and UCLA and Tournament of Roses, respectively. City/RBOC and NFL shall agree on objective criteria for temporary signs. Temporary signs may be permitted subject to such criteria.

Nothing herein shall be construed to impair the rights any person may have pursuant to an agreement with the City which existed as of June 1, 2005.

**21. Revenue from Personal seat licenses and naming rights:** City/RBOC has always possessed and will continue to possess, the sole and exclusive right to sell, license or otherwise transfer personal seat licenses and similar instruments and rights with respect to any and all seats located in the Rose Bowl Stadium, and naming rights with respect to the Rose Bowl Stadium. Proceeds from the sale of permanent seat licenses and naming rights shall be collected solely by City/RBOC or its agent and shall be used solely to defray the costs with respect to the renovation of the Rose Bowl Stadium, and operation and maintenance of the Rose Bowl Stadium. City/RBOC hereby appoints NFL as its agent, and NFL shall act as City/RBOC agent, in marketing and selling permanent seat licenses and naming rights. Permanent seat licenses shall not apply to UCLA events, Tournament of Roses events or City/RBOC events, without the express consent of UCLA, Tournament of Roses and/or City RBOC respectively;

**22. Community Participation.** The NFL shall participate in and financially support local non-profits and youth programs in the construction phase as well as during the entire term of the agreement. Such participation and support shall be described in detail in the Management Agreement.

**23. Local employment.** To the extent permitted by law, the NFL shall hire local residents in the construction phase as well as during the entire term of the agreement. Such local hiring component shall be described in detail in the Management Agreement.

**24. Usual and customary terms.** The Development Agreement may contain other terms, including usual and customary terms, as agreed to by the City Manager and the NFL.

**25. Super Bowls.** The NFL shall use its best efforts to bring the Super Bowl to the Stadium on a regular basis.

**26. Amendment.** The Development Agreement may be amended only by mutual agreement of the parties, and only if such amendment is consistent with the terms of the Rose Bowl Stadium Renovation Initiative. An amendment is consistent with said initiative if, and only if, it provides benefits to the City which are equal to or greater than those contained herein. Any amendment to this Development Agreement must be adopted by ordinance.

**27. Construction.** Nothing herein shall be construed to alter in any way the roles and responsibilities of the City Manager and the City

Council as set forth in the Charter of the City of Pasadena. Nothing herein shall be construed to give the NFL veto power over the City Council of the City of Pasadena's ability to enact legislation of any kind.

**Section 4.** Chapter 3.32 of the Pasadena Municipal Code is hereby amended as follows:

**1. Add Section 3.32.255." Rose Bowl Area Permitted Uses" to read:**

Notwithstanding any other limitations or permitted uses in the Rose Bowl Stadium areas as set forth in this Title, the National Football League, or a member team (collectively "NFL"), shall be permitted to use the Rose Bowl Stadium for twenty five (25) displacement events as defined in Section 3.32.270 of this Chapter, annually, including without limitation NFL games, less the number of displacement football events held by the University of California Los Angeles (not to exceed 8 events annually), the Tournament of Roses including the Bowl Championship Series (not to exceed 2 events annually) but in no event shall the total number of such displacement events exceed 25 displacement events annually, unless the City Council approves such displacement events and make the findings required by P.M.C. Section 3.32.270. NFL sponsored events shall comply with those mitigation measures in the Mitigation Monitoring and Report Program applicable to NFL events as identified in the Rose Bowl Stadium Renovation Project Final Environmental Impact Report dated April 28, 2005 (State Clearinghouse No. 2004101073), certified by the City

Council on May 9, 2005. The City and Rose Bowl Operating Company shall comply with those mitigation measures applicable to the City.

**2. Amend subsection A.3 of Section 3.32.260 "Rose Bowl area - Administration** to change the number of displacement events to read:

That displacement of recreational programs and activities within Brookside Park and the Brookside Golf Course has not occurred more than **25** times annually.

**3. Amend Subsection F of Section 3.32.260 as follows<sup>2</sup>**

**3.32.260.** *Other than events for the National Football League , or a member team, Rose Bowl Area Administration.*

Except as otherwise provided by this Section, all proposed contracts involving the use of the Rose Bowl Stadium which anticipate an attendance of over 20,000 people shall be approved by the Rose Bowl Operating Company in conformance with this Chapter. In addition, all proposed contracts involving the use of the Rose Bowl Stadium as the home stadium of any professional sports team *other than the National Football League, or a member team,* or for a duration of more than 5 years must be approved by the City Council and, *to the extent permitted by law, the National Football League* with the recommendation of the Rose Bowl Operating Company.

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<sup>2</sup>Changes are indicated by italics. Non-italicized language indicates the language of the provision as it currently exists.

*The National Football League, or a member team, shall be permitted to use the Rose Bowl Stadium for National Football League, or member team, sponsored events as provided by Section 3.32.255, subject to compliance with the requirements of the Rose Bowl Renovation Development Agreement between the City and the National Football League, adopted by the Ordinance adopting the Rose Bowl Renovation Initiative. Other than events for the National Football League, or a member team, the Rose Bowl Operating Company may refer an event proposal to the parks and recreation commission or its designee for review, recommendation and comments prior to final approval.*

**Amend Section 3.32.270 Rose Bowl Area - Number of Permitted Events - to read as follows:**

A. No displacement of recreational programs and accessibility to Arroyo Seco facilities shall be allowed more than **25** 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 represent a unique opportunity that will enhance the stature of the Rose Bowl Stadium.
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 the adverse impact on surrounding residential areas, scheduling of events at the Rose Bowl Stadium shall emphasize minimum number of events

which yield the maximum amount of new revenues to the City.

**5. Amend Section 3.32.360 "Rose Bowl area - alteration of Facility" to read as follows:**

*Except as provided herein, no user shall erect build, install, alter or change any structure or facility in the Rose Bowl Stadium without the written approval of the City Manager. Notwithstanding any other provision of this Chapter, the National Football League, or a member team, shall be permitted to renovate the Rose Bowl Stadium in substantial conformity with the Rose Bowl Renovation Concept Design Plans, dated May 5, 2005, as modified by the Design Mitigation presented to the City Council on June 6, 2005 by City Staff, on file with the City Clerk as of June 1, 2005.*

(Attached hereto)

**Section 5. Rose Bowl Stadium Renovation Project Design Review.**

Notwithstanding anything to the contrary contained in the Pasadena Municipal Code, design review for the Rose Bowl Stadium Renovation Project shall be conducted as follows:

1. The City Manager shall conduct staff level consolidated concept/final design review. The City Manager may consult with the Design Commission when conducting this design review. Design review pursuant to this section shall focus on whether the design is consistent with the Concept Design Plans dated May 5, 2005 as modified by the Design Mitigation dated May 9,

2005 attached hereto and incorporated herein by this reference.

2. Only the City Council by majority vote may call for review the design review decision made by the City Manager pursuant to the previous paragraph.

**Section 6. Implementing actions.** The City has full authority to undertake such actions as are consistent with and necessary to carry out the provisions of this measure.

Notwithstanding anything to the contrary herein, in the event that the NFL should fail to execute the Rose Bowl Renovation Development Agreement as set forth in Section 3 herein, on or before January 1, 2007, those provisions of the Pasadena Municipal Code amended in Section 4, and the provisions of Section 5 herein may be amended or repealed as the City Council of the City of Pasadena may choose.

**Section 7. Severability.** If any part of this measure, the Rose Bowl Stadium Renovation Development Agreement it

adopts, or any of its Exhibits or Attachments (all collectively referred to as "the measure"), or its application to any situation, is held invalid by a court of competent jurisdiction, then that part is severed, and the remaining part(s) of the measure or the application of the measure in other situations, shall continue in full force and effect.

We, the people of the City of Pasadena, declare that we would have adopted the measure and each valid part of it, irrespective of the fact that any other part, or application to any situation be held invalid.

**Section 8. Conflicting measures.** In the event that

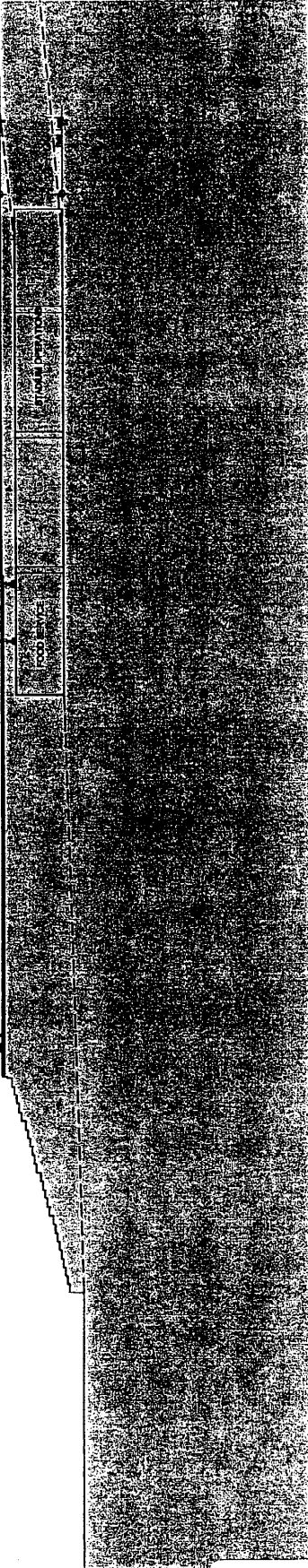


there is a measure on the same ballot with this measure which deals with the same subject matter, and such other measure is inconsistent with the terms of this measure, the measure which receives the most votes shall prevail.

## Design Concept Plans

RECOMMENDED PROJECT

EXISTING SCOREBOARD  
TEMPORARY SEATING BEYOND  
TEMPORARY CONCOURSE  
CIRCULATION CONCOURSE

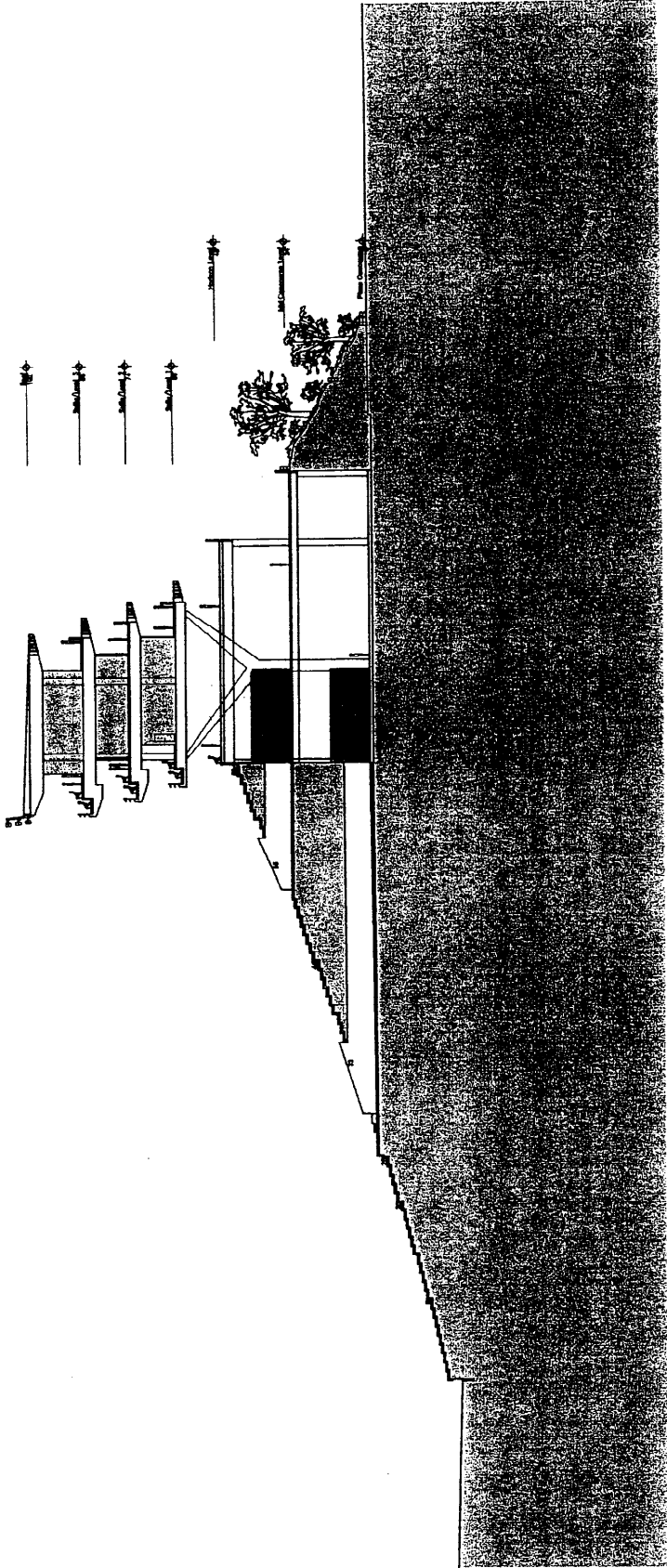


North Endzone Temporary Seating Section

Rose Bowl Renovation  
05 MAY 2005  
LOOK  
SPORTS & RECREATION CENTER

9



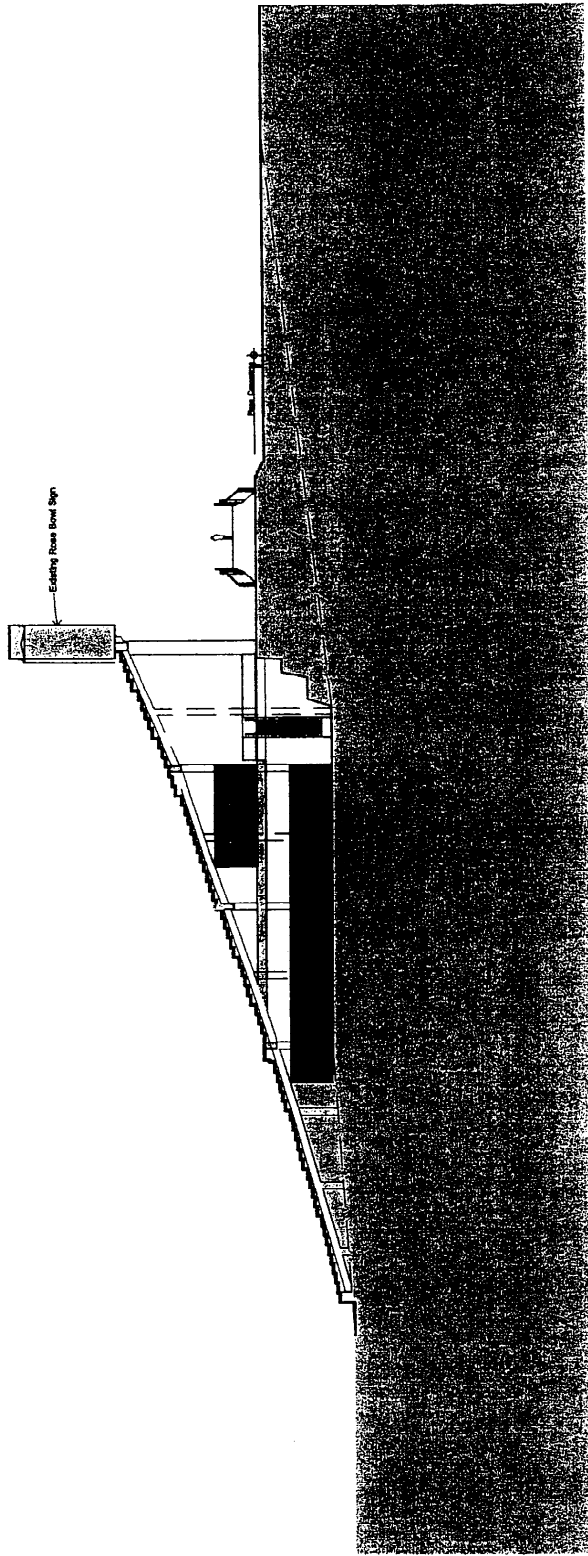


East Side Section @ 50yd Line

10

Rose Bowl Renovation  
05 MAY 2005



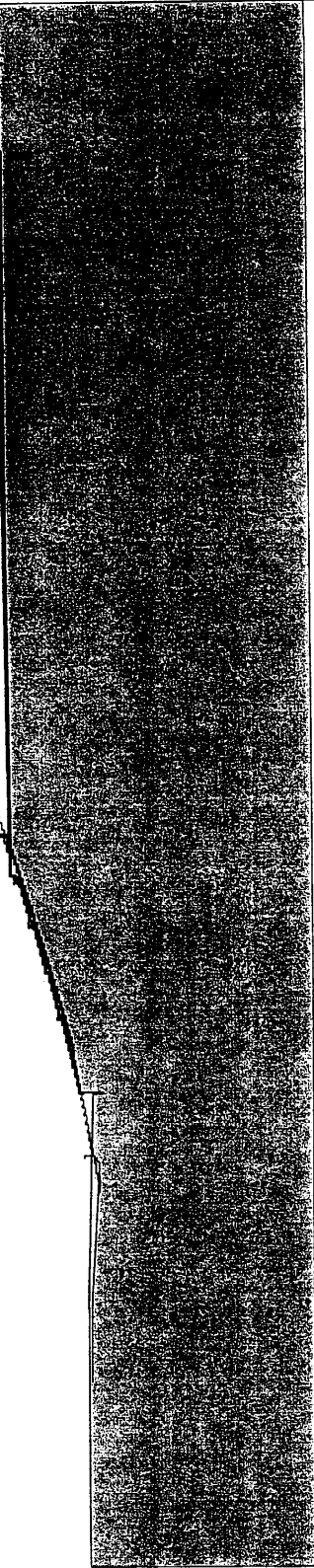
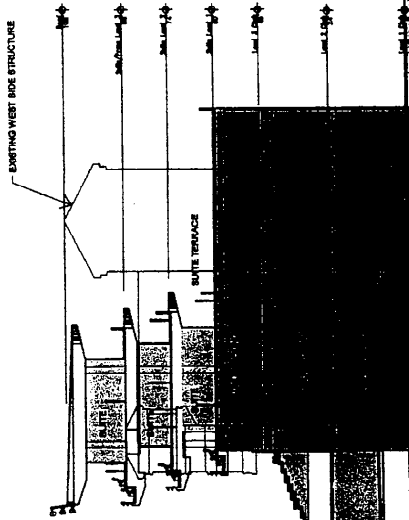


South Endzone Section

Rose Bowl Renovation  
 05 MAY 2005

11



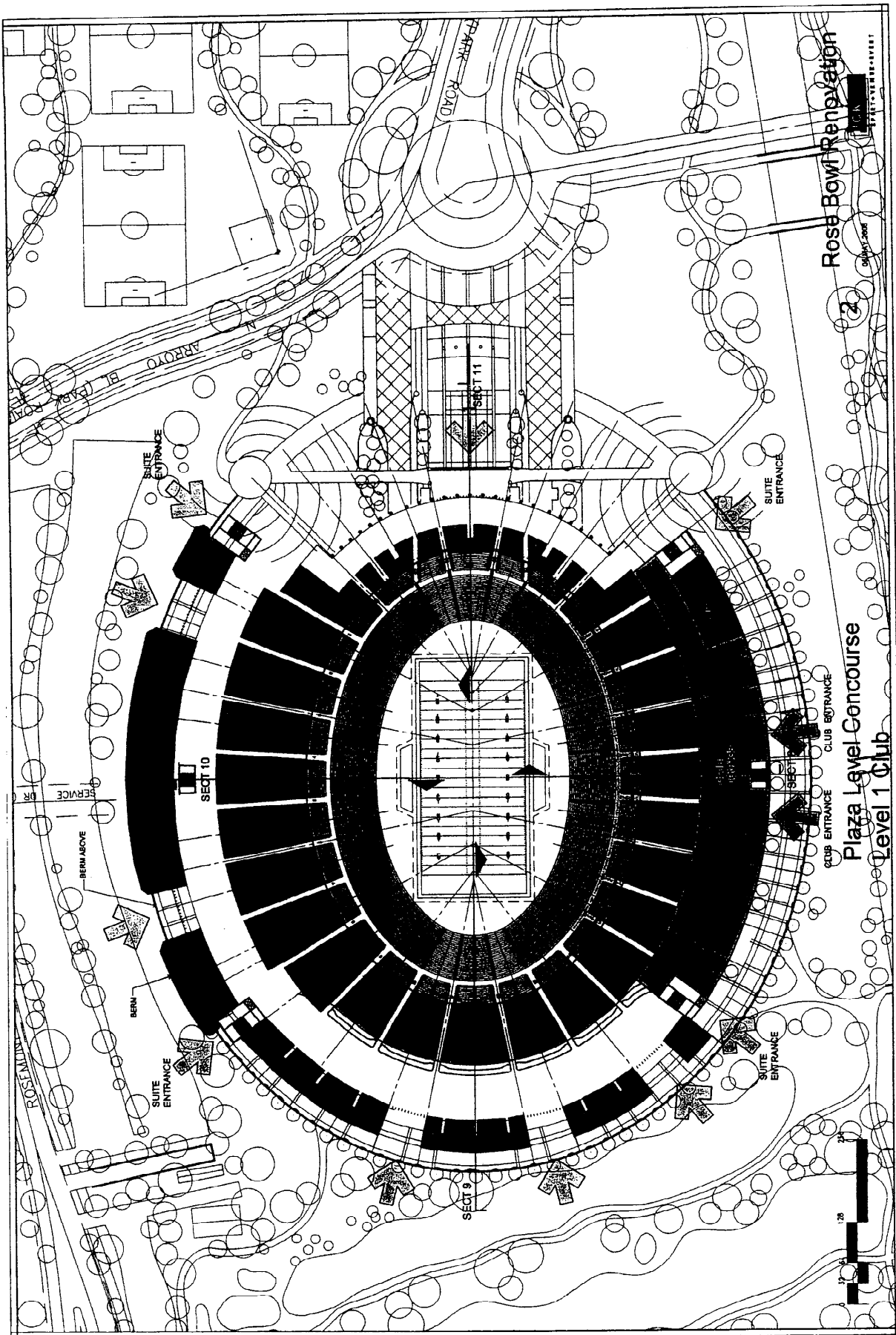


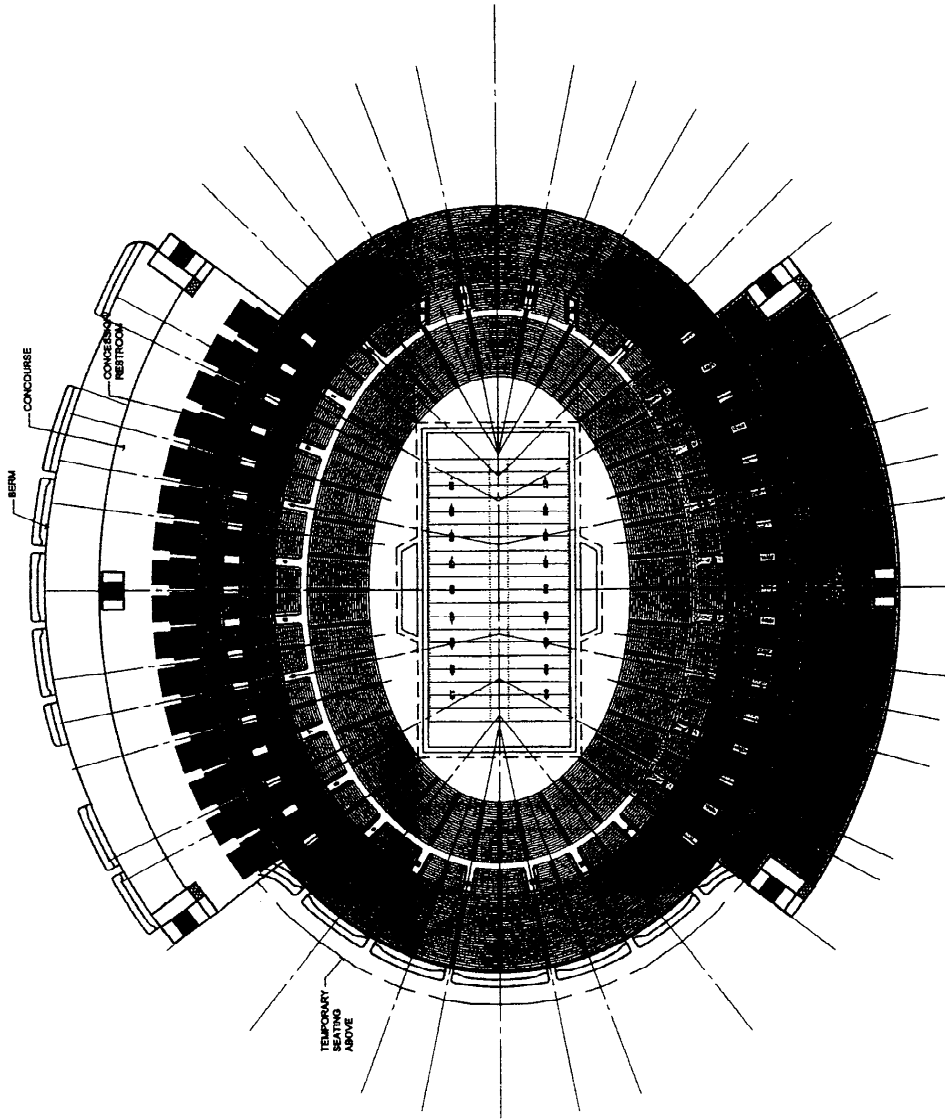
West Side Section @ 50yd Line

Rose Bowl Renovation  
05 MAY 2004

8





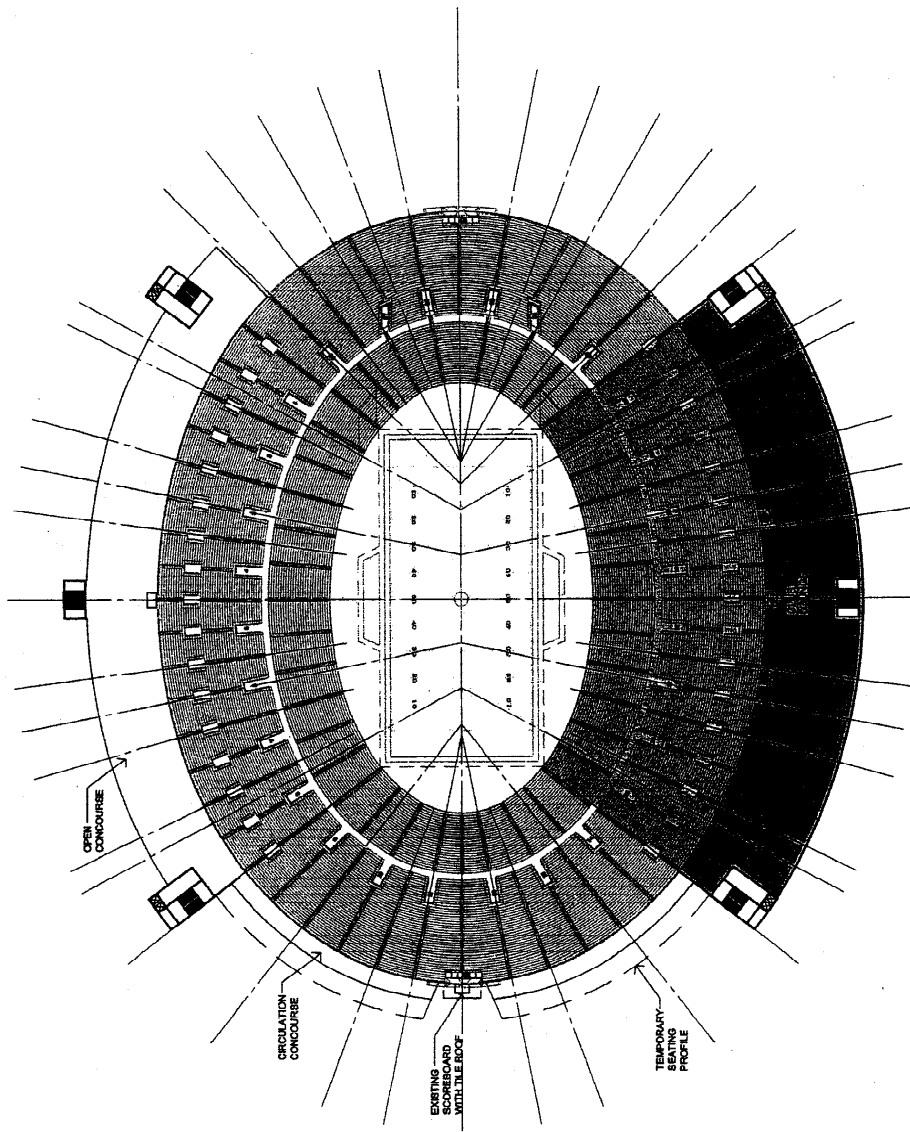


Mid Concourse Level

4

Rose Bowl Renovation  
 05 MAY 2006  
 HOK  
 ARCHITECTS

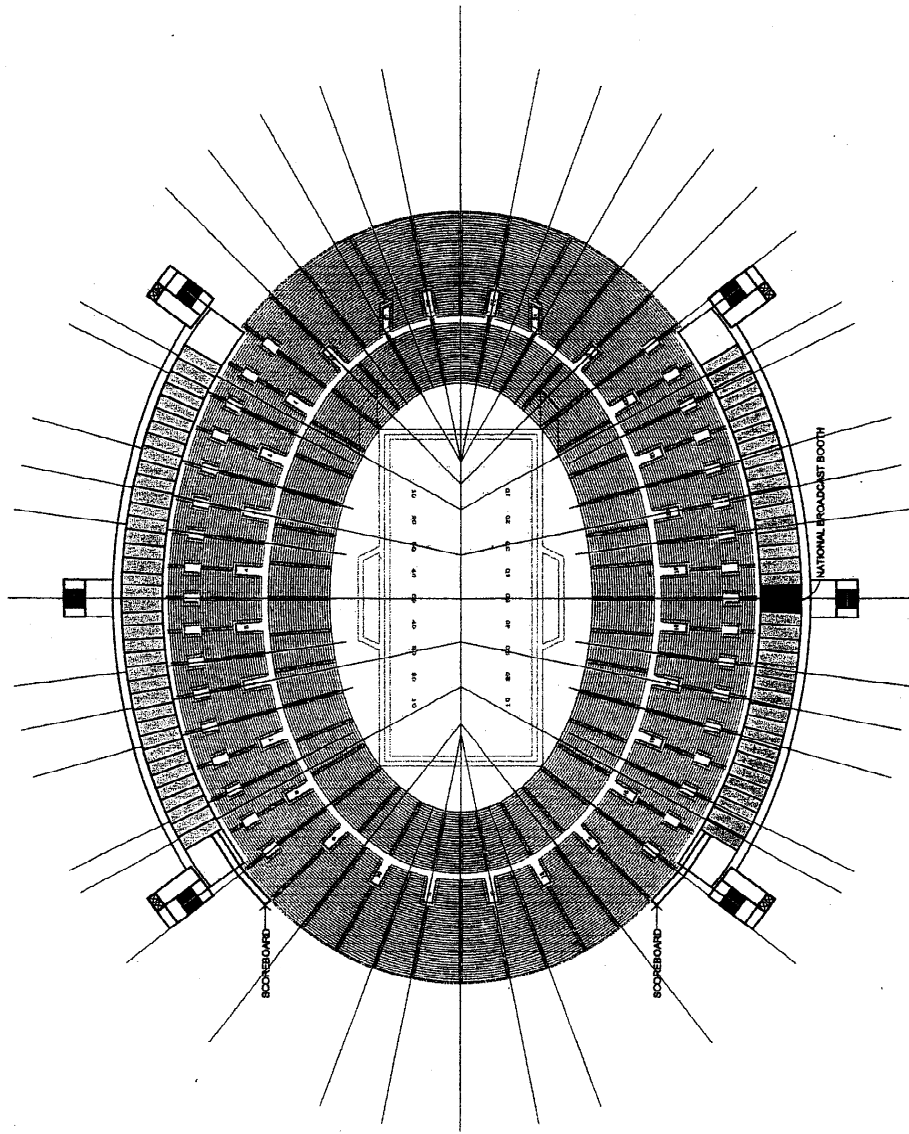




Horizon Level  
3 Club

4

Rose Bowl Renovation  
JOHNSON MORSE PARTNERSHIP  
 02 MAY 2005

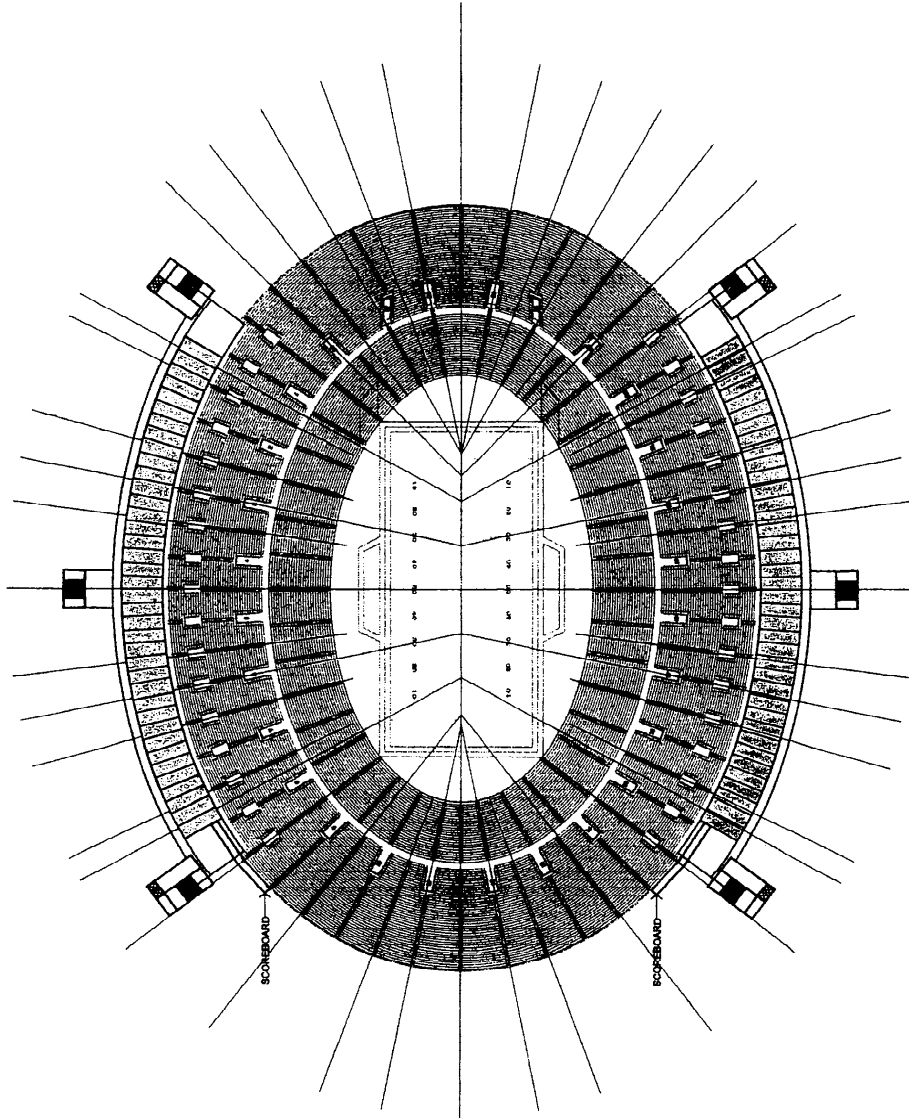


Suite Level 1  
74 Suites

Rose Bowl Renovation  
  
 OF MAY 2005

5



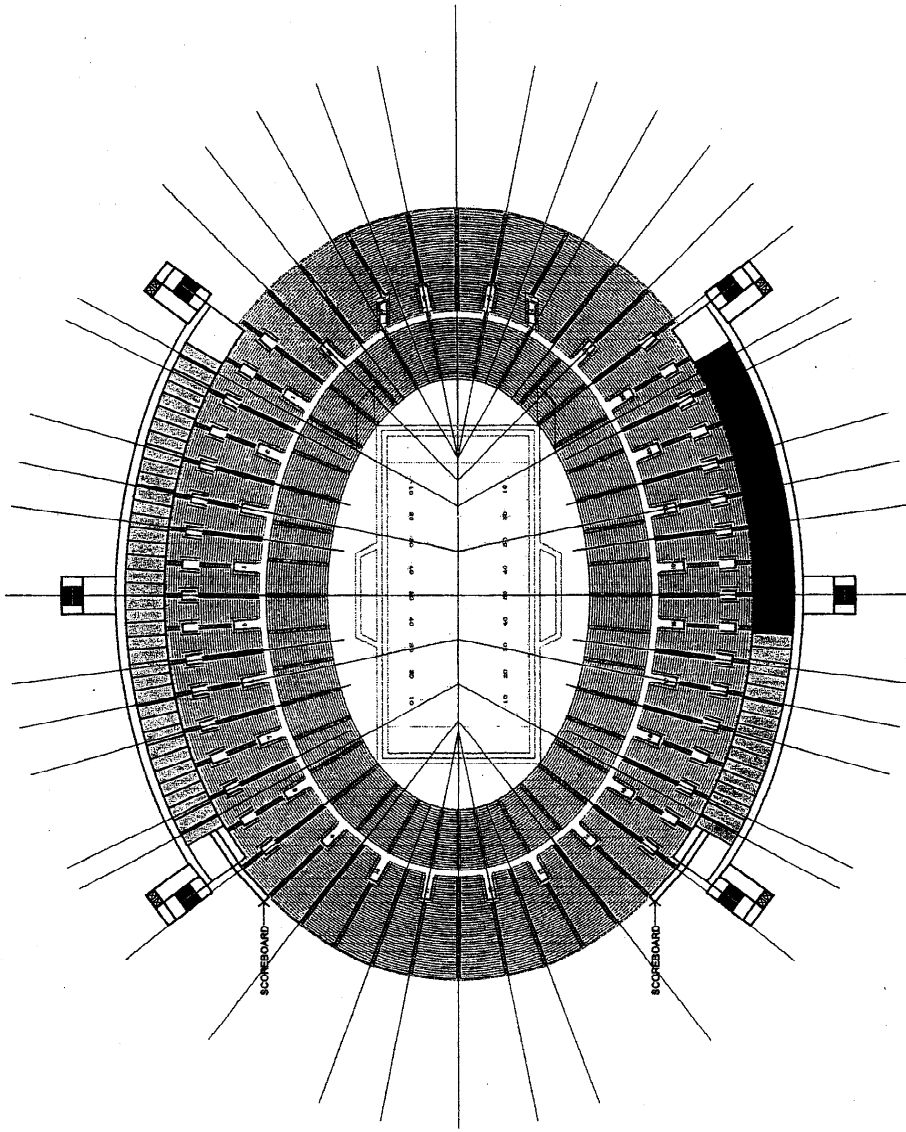


Suite Level 2  
74 Suites

6

Rose Bowl Renovation  
  
 06 MAY 2006





Suite/Press Level 3  
54 Suites

Rose Bowl Renovation  
  
 08 MAY 2005

7



NFL PROPOSED PROJECT

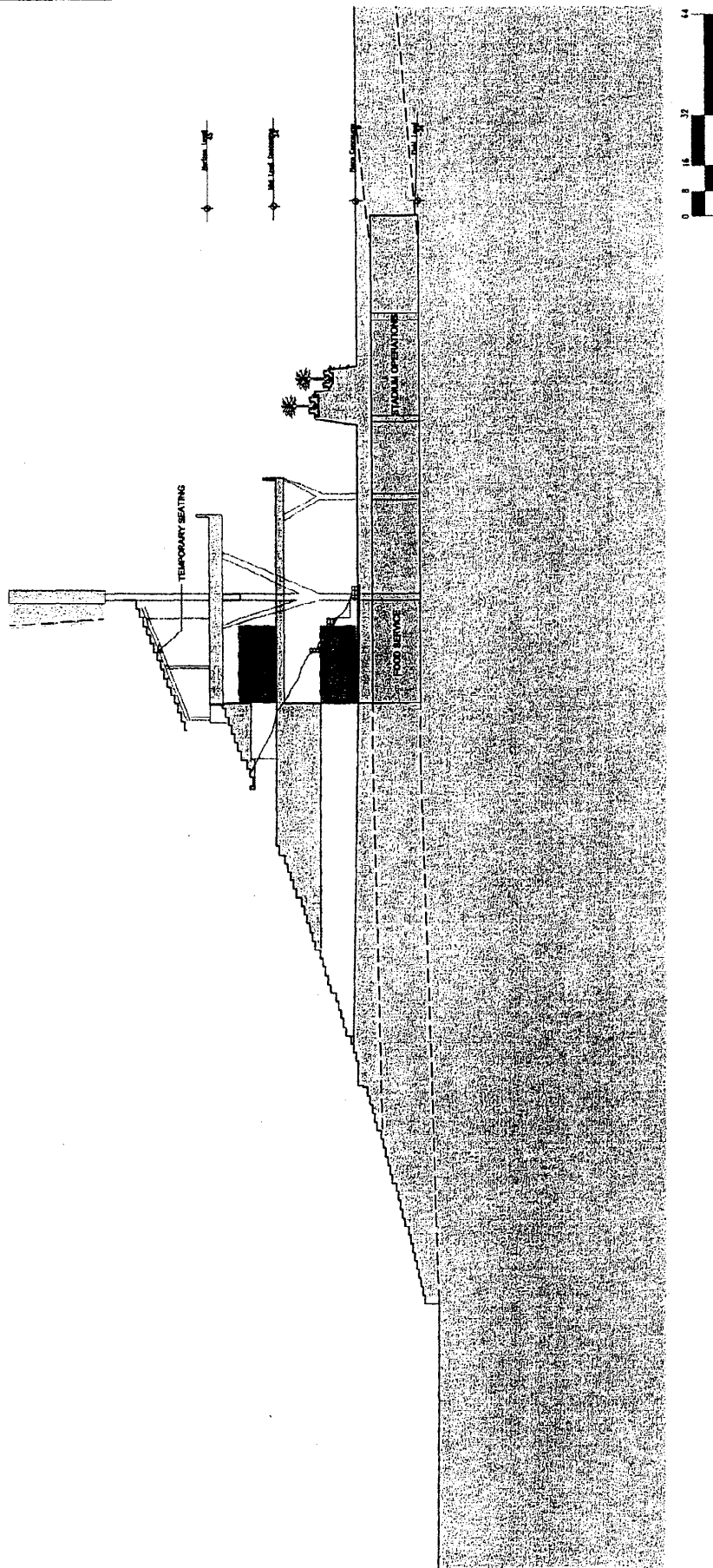


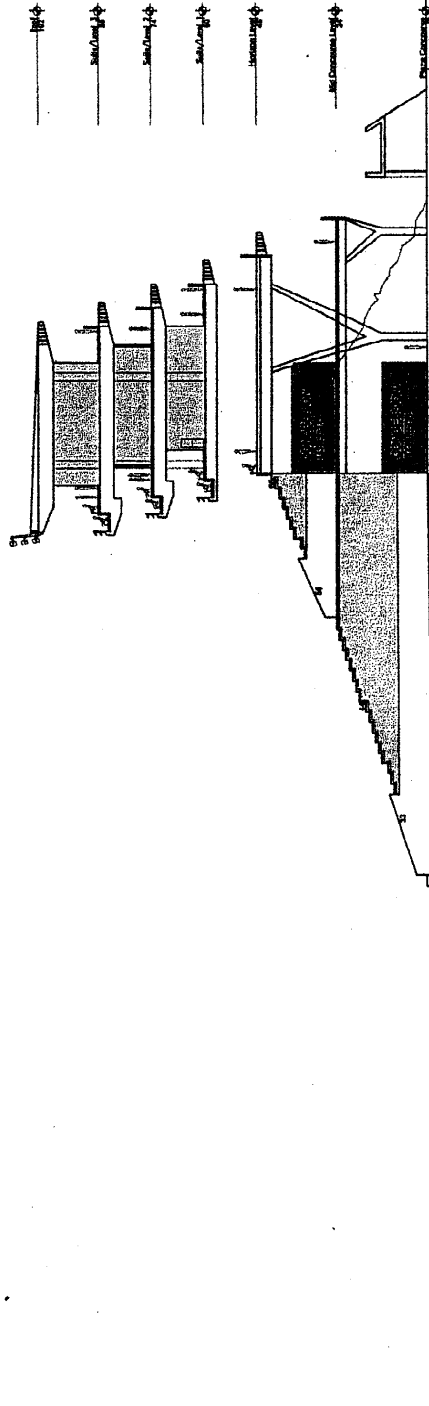
FIGURE 2-14  
Cut-Through Section of Stadium North Endzone Section

Source: HOK, 2004

10838-00

City of Pasadena





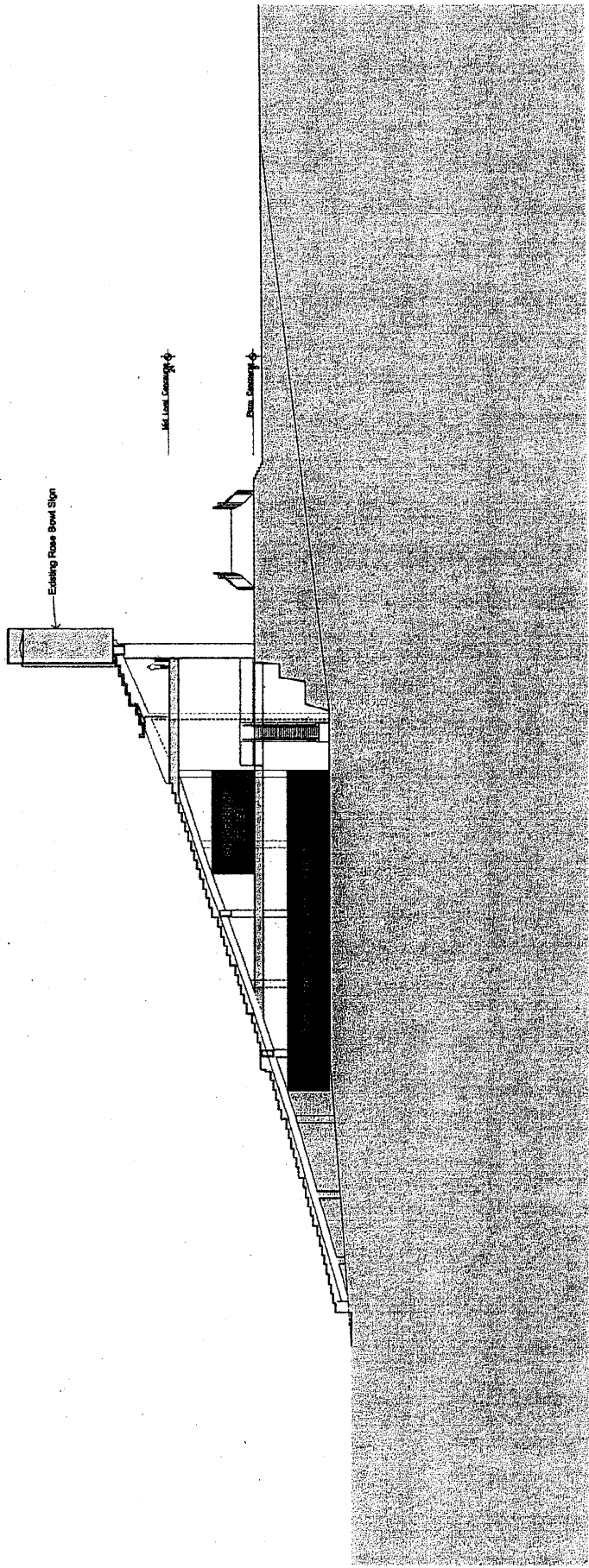
**FIGURE 2-15**  
**Cut-Through Section of Stadium East Side Section at 50 Yard Line**

Source: HOK, 2004

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City of Pasadena



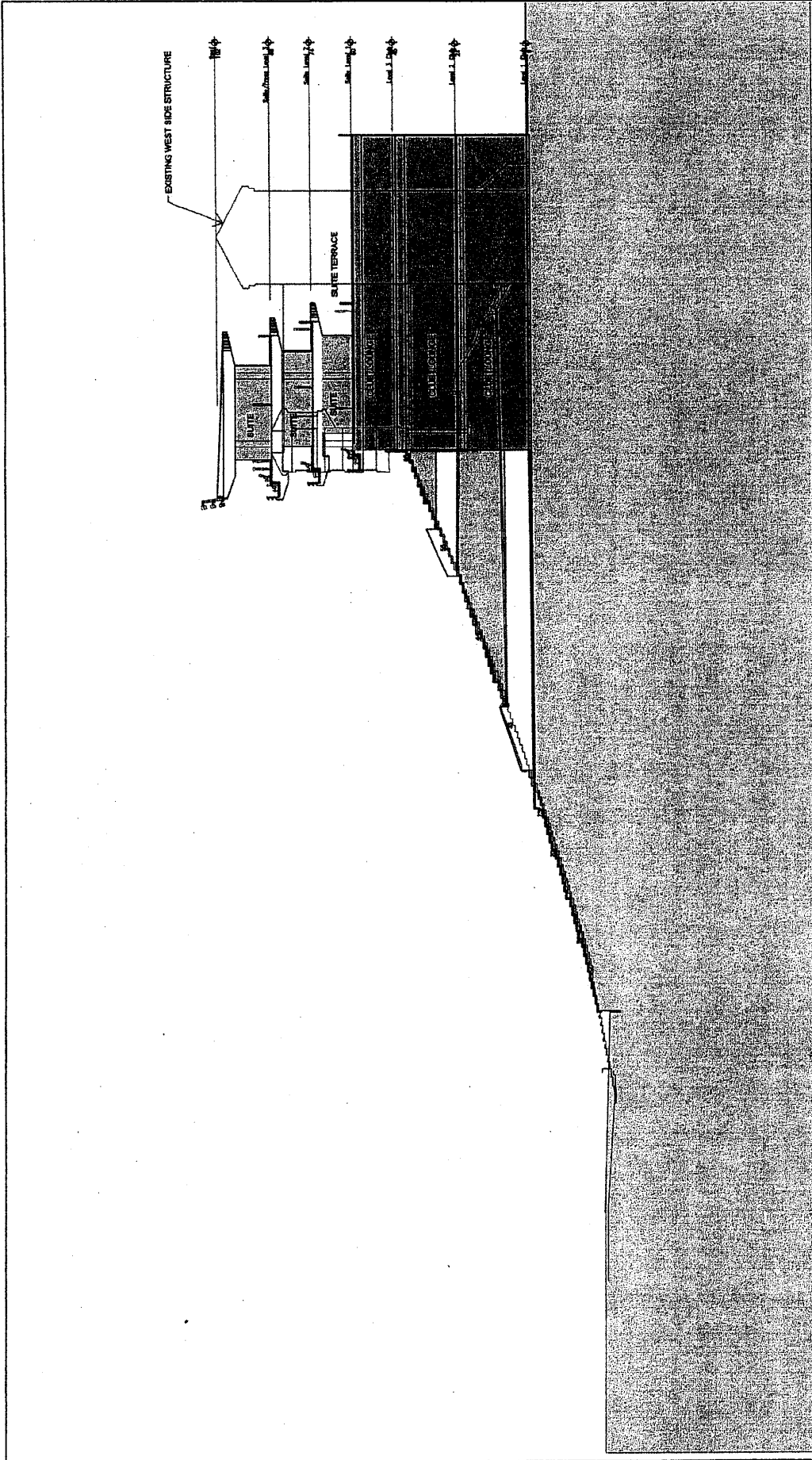
**FIGURE 2-16**  
**Cut-Through Section of Stadium South Endzone Section**

Source: HOK, 2004

10838-00

City of Pasadena





**FIGURE 2-13**  
**Cut-Through Section of Stadium West Side Section at 50 Yard Line**

Source: HOK, 2004

10638-00

City of Pasadena

