

1 Jonathan Riches (025712)
2 Timothy Sandefur (033670)
3 John Thorpe (034901)
4 **Scharf-Norton Center for Constitutional Litigation at the**
5 **GOLDWATER INSTITUTE**
6 500 E. Coronado Rd.
7 Phoenix, Arizona 85004
8 (602) 462-5000
9 litigation@goldwaterinstitute.org

10 *Attorneys for Plaintiff*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF MARICOPA**

13 BRAMLEY PAULIN,

14 Plaintiff,

15 vs.

16 KATE GALLEGO, in her official capacity
17 as Mayor of the City of Phoenix; JEFF
18 BARTON, in his official capacity as City
19 Manager of the City of Phoenix; and CITY
20 OF PHOENIX, a municipal corporation of
21 the State of Arizona,

22 Defendants,

Case No. CV2023-000409

**APPLICATION FOR
PRELIMINARY INJUNCTION &
NOTICE OF REQUEST TO
CONSOLIDATE HEARING WITH
TRIAL ON THE MERITS**

23 Pursuant to Arizona Rule of Civil Procedure 65, Plaintiff Bramley Paulin requests
24 that this Court issue a preliminary and permanent injunction¹ enjoining Defendant City of
25 Phoenix (“City”) from enforcing Phoenix City Council Resolution 22095 and requiring
26 the City to immediately approve Plaintiff’s temporary signage applications pursuant to its
27 ordinary, content-neutral standards for temporary signage within a special event area.

28 Plaintiff’s Motion is supported by the following Memorandum of Points and
Authorities, its attachments, Plaintiff’s Amended Complaint, and all other documents,
evidence, and arguments made previously.

¹ Pursuant to Rule 65(a)(2), Plaintiffs hereby request that the hearing on the motion for a preliminary injunction be consolidated with a trial on the merits. The issues at a trial on the merits are primarily legal issues and they are the same as the Court will consider at the hearing on the motion for a preliminary injunction.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 In the lead-up to the 2023 Super Bowl, the City of Phoenix enacted a blanket ban
3 on any temporary signage not approved by two private corporations: the National Football
4 League (“NFL”) and the Arizona Super Bowl Host Committee (“Host Committee”). The
5 ban applies to non-commercial as well as commercial signage, and it gives no standards or
6 procedural safeguards for the signage approval process. This violates the Arizona
7 Constitution’s guarantees of free speech, due process, and separation of powers.

8 Although the City recently amended that ban pursuant to City Council Resolution
9 22095, that amendment does not redress Plaintiff’s injuries or obviate the need for an
10 injunction. Absent the relief requested herein, Plaintiff will suffer irreparable harm, and he
11 will be deprived of his constitutional rights, contrary to law.

12 **I. Statement of Facts in Support of Injunctive Relief**

13 **A. Facts giving rise to this lawsuit**

14 Plaintiff owns two pieces of property in downtown Phoenix, including a property at
15 the intersection of 1st Street and Moreland, near the Margaret T. Hance Park (“Hance
16 Park”). Declaration of Bramley Paulin attached as Exhibit 1 ¶ 6; Compl. ¶ 36. With the
17 Super Bowl coming to Glendale, Arizona in February 2023, downtown Phoenix will host
18 multi-day festivities, including a music festival and an “NFL Experience” event at Hance
19 Park. Ex. 1 ¶ 7; Compl. ¶¶ 33, 34. Over 1.5 million people are expected to attend these
20 events. Compl. ¶ 35.

21 Plaintiff hopes to erect temporary signage on his properties, particularly the
22 property near Hance Park, in order to exercise his constitutional free speech rights and to
23 take advantage of the high public visibility any signage would garner during Super Bowl
24 festivities. Ex. 1 ¶ 8; Compl. ¶ 37. Several months ago, Plaintiff began contacting
25 companies to discuss the possibility of advertising on his properties. Ex. 1 ¶ 9; Emails
26 attached as Exhibit 2; Compl. ¶ 38. These companies, however, responded that they were
27 unwilling even to discuss the opportunity because Plaintiff’s property “is in the clean zone
28

1 for the NFL,” and no advertising is allowed in that zone during Super Bowl-related events
2 without NFL approval. Ex. 1 ¶ 10; Ex. 2; Compl. ¶ 38.

3 They were right. Since January 2022, the City has made clear in writing to affected
4 property owners, including Plaintiff, that no temporary signage would be allowed in the
5 downtown area without NFL and Host Committee approval. Resolution 21987, attached
6 as Exhibit 2; June 10, 2022 Letter, attached as Exhibit 3. Then, on October 12, 2022, the
7 City Council adopted Resolution 22073, a “Resolution Declaring 2023 National Football
8 League (NFL) Super Bowl Activities Held in Downtown Phoenix as Special Promotional
9 and Civic Events.” Resolution 22073, attached as Exhibit 4. Resolution 22073 established
10 a “Special Promotional and Civic Event Area,” stretching roughly from Lincoln Avenue
11 to McDowell Road, and from Seventh Street to Seventh Avenue—nearly two square miles
12 of downtown Phoenix. *Id.* at 4. Within this Special Promotional and Civic Event Area, the
13 Resolution “restrict[ed] all temporary signage ... that has not been authorized by the NFL
14 or Arizona Super Bowl Host Committee ... in order to support NFL event-related
15 activities.” *Id.* at 2.

16 Resolution 22073 did not provide any additional details or standards regarding the
17 approval of temporary signage. It did not even define “temporary signage” (although the
18 City has announced that in its view “[t]emporary signage is anything that is not physically
19 built into” a building). “Downtown Phoenix, Inc., Clean Zone 101,” attached as Exhibit 5;
20 *see also id.* (stating that this includes “Banners (cloth or vinyl),” “Window paintings,”
21 “Pennants,” “Posters/Flyers,” “Flags,” and “Balloons”).²

22 Guidance from the City on these signage restrictions has been sparse and
23 confusing. Ex. 1 ¶ 11; Compl. ¶¶ 22–25. One City webpage states that “[b]usinesses that
24 fall within the ‘Clean Zone’ must remove all their current temporary signage by October
25 31,” and that “[n]ew temporary signs that will be displayed between November 1, 2022,

26 ² The City’s Zoning Ordinance (assuming it is relevant to construing Resolution 22073)
27 reinforced the exceptionally broad reach of this restriction. It defines “temporary sign” in
28 relevant part as “[a]ny sign or advertising display intended to be displayed for a period of
less than six months or for such period as may be established in a use permit.” Phoenix
Zoning Ord. § 202.

1 and February 19, 2023, require Arizona Super Bowl Host Committee approval.” *Super*
2 *Bowl 2023 Small Business Support*, Phoenix City Manager’s Office (Nov. 2, 2022).³
3 Another webpage, however, says that the restrictions take effect January 15, 2023. Ex. 5.

4 The City held a “Super Bowl LVII Small Business Permitting and Licensing
5 Workshop” on November 2, 2022, where it explained the “Clean Zone” requirements in
6 more detail. At this workshop, a City spokesperson stated:

7 Obviously, the NFL sponsors are making a huge financial commitment to be
8 one of those designated sponsors, and we need to provide that protection to
9 those sponsors in the downtown area where a lot of the Super Bowl events
10 are happening. This is also a huge economic impact to our local economy,
so we want to make sure we’re being a good partner to the NFL and the
Host Committee.

11 Super Bowl LVII Small Business Permitting and Licensing Workshop (10:45 AM Nov. 2,
12 2022) at 7:30-7:45.⁴ The City’s presentation also stated that a purpose of the Clean Zone
13 is to “Protect NFL Super Bowl Sponsors.” *Id.* Another spokesperson said that any
14 promotional outdoor items with non-NFL-approved logos or products, such as
15 promotional patio umbrellas and chairs, pennant signs, and flags from non-NFL-approved
16 vendors, would not be approved for display. *Id.* at 17:00.

17 Resolution 22073 completely restricted Plaintiff from placing temporary signage
18 on his property without first obtaining approval from the City, the NFL, and the Host
19 Committee. Ex. 1 at ¶ 12. Because of that resolution, potential business partners would
20 not even discuss advertising arrangements with Plaintiff unless he had pre-approval. Ex. 1
21 at ¶ 13; Emails Between Bramley Paulin and Coca-Cola, attached as Exhibit 6. This put
22 Plaintiff in a Catch-22: on one hand, he could not apply for temporary signage approval
23 without providing detailed information about the signs he wished to display. On the other
24 hand, he could not determine what signs he would display until he reached an agreement
25 with an advertiser, and advertisers were unwilling to reach an agreement until Plaintiff
26 had approval to display signage. Ex. 1 at ¶ 13; Compl. ¶ 39–40.

27
28 ³ <https://www.phoenix.gov/newsroom/city-manager/2503>.

⁴ <https://www.phoenix.gov/newsroom/ced/2549>.

1 **B. The City’s January 25, 2023 amendments to the ordinance**

2 Plaintiff has tried diligently to resolve this issue with City staff, and even with the
3 Host Committee, since October 2022, to no avail. Ex. 1 ¶¶ 15, 16; Compl. ¶¶ 41–42. On
4 December 13, 2022, he sent a letter to the City through his attorneys, stating that the
5 Resolution denied him his constitutional rights and seeking written assurance that he
6 could post signage without unreasonable restriction and without input by the NFL or the
7 Host Committee. Compl. ¶ 42. Another three weeks of negotiation and meetings with the
8 City proved fruitless, and on January 5, 2023, Plaintiff filed this lawsuit, seeking
9 injunctive relief and asserting claims for violation of free speech, due process, and
10 separation of powers.

11 At a January 18 return hearing, the City stipulated to an order enjoining Resolution
12 22073 and stated that the City Council would consider amending the resolution the
13 following week. *See* CV 2023-000409, 1/18/2023 Minute Entry. This order enabled
14 Plaintiff to negotiate a tentative advertising agreement with a marketing company and put
15 together a temporary signage application, which he submitted to the City the morning of
16 January 24. Ex. 1 ¶ 44–45. City staff indicated that his application would be evaluated
17 without Host Committee input and that Plaintiff could expect a decision in approximately
18 five business days. Ex. 1 ¶ 45.

19 The City’s apparent cooperation, however, was short-lived. That afternoon,
20 Plaintiff received an email (attached as Ex. 6) from David Williams, a Sign Section
21 official, with a “point of clarification.” He explained that only the Host Committee had a
22 “use permit” allowing the types of signage Plaintiff wanted (banners and inflatables), and
23 that “[i]n order to move forward, [Plaintiff] will need to provide a sign off or
24 **approval from the Host Committee** to obtain a temporary sign permit made available
25 via the HC’s use permit.” (emphasis added). Ex. 1 ¶ 46; David Williams Email, attached
26 as Exhibit 7.

27 On January 25, the City passed Resolution 22095 (the “Resolution”), which was
28 substantively identical to Resolution 22073 except for the removal of a single sentence

1 (the sentence that “restrict[ed] all temporary signage . . . that has not been authorized by
2 the NFL or the [Host Committee]”). Resolution 22095, attached as Exhibit 8.

3 What these developments mean is this: Plaintiff cannot place the sign he wishes to
4 place unless either (1) the city approves his sign pursuant to its ordinary (i.e., pre-
5 Resolution 22073) process, or (2) Plaintiff gets the Host Committee’s permission to use its
6 existing use permit. Option (1) will take too long—the Super Bowl is scheduled for
7 February 12, and once it occurs, Plaintiff’s opportunity to place his signage will be lost.
8 Option (2) is substantively identical to the injuries he has complained of all along: being
9 forced to get permission from the Host Committee (pursuant to vague, or content-based
10 criteria). Therefore, the recent alterations to the Resolution simply do not redress his
11 injuries.

12 **II. Standards for Preliminary Relief**

13 In deciding whether to grant a preliminary injunction, courts consider (1) the
14 likelihood of success on the merits, (2) the possibility of irreparable harm without an
15 injunction, (3) the balance of hardships, and (4) public policy. *Shoen v. Shoen*, 167 Ariz.
16 58, 63 (App. 1990). When determining whether preliminary relief is appropriate, courts
17 apply a sliding scale rather than a strict balancing of the four factors. *Smith v. Ariz.*
18 *Citizens Clean Elections Comm’n*, 212 Ariz. 407, 410–11 ¶ 10 (2006). Thus, to warrant a
19 preliminary injunction the plaintiff must “establish either 1) probable success on the
20 merits and the possibility of irreparable injury; or 2) the presence of serious questions and
21 that the balance of hardships tips sharply in favor of the moving party.” *Id.* (citation and
22 internal marks omitted). In other words, “[t]he greater and less reparable the harm, the less
23 the showing of a strong likelihood of success on the merits need be.” *Id.* All these factors
24 decisively favor Plaintiff on each of his claims.

25 **III. Plaintiff’s Challenge Is Likely to Succeed on the Merits.**

26 Resolution 22073 explicitly required NFL and Host Committee approval for *any*
27 temporary signage in the downtown area—a blatant restriction on free speech, denial of
28 due process, and delegation of government power to a third party. While the City omitted

1 that specific provision from its new Resolution, *nothing has changed* from Plaintiff's
2 perspective: the City still refuses to consider Plaintiff's sign application unless the Host
3 Committee pre-authorizes his application by giving him their "blessing ... to be under
4 their approved sign use permit."⁵ Ex. 6.

5 As a preliminary matter, the Zoning Code gives no support to the theory that a third
6 party, like the Host Committee, could obtain a use permit for the entire downtown area,
7 including thousands of Phoenicians' businesses and private properties, and then dole out
8 temporary signage rights to private citizens by deciding who gets to share in its use
9 permit. While the Zoning Code allows special signage under special events use permits, it
10 contemplates that each individual establishment within an area has its *own* rights under
11 that use permit. *See* Phoenix City Code § 705(F)(3)(b) ("When two or more adjoining
12 establishments are to participate equally in the event, a single request for a use permit may
13 be filed."). It does not support the notion of a single "master of the permit" who can grant
14 or withhold the use of that permit to any private business in the whole downtown area.

15 To erect special event signage (including banners, balloons, flags, and guidons) in
16 a special event area, the law requires only three specific findings:

- 17 (1) The signs are erected in conjunction with special promotional events of a civic
18 or commercial nature;
- 19 (2) The signs are appropriate in scale, composition and manner of display with
20 surrounding development;
- 21 (3) The length and frequency of such displays are compatible with the goals of the
22 downtown redevelopment program.

23 Just like the other special event signage currently displayed throughout downtown
24 Phoenix, Plaintiff's signage satisfies all of these requirements. More fundamentally, the

25 ⁵ The alternative the City suggests—"obtain[ing] [his] own temporary event use
26 permit"—is illusory. Until last Thursday, Plaintiff was unable to apply for his permit
27 because of the City's unconstitutional restriction on *any* temporary signage not approved
28 by the Host Committee. Now, while that restriction has been somewhat loosened,
applying for his own special event use permit would takes weeks or months. The Super
Bowl is barely two weeks away.

1 City’s action is unconstitutional. What the City could not do directly via Resolution
2 22073, it is now trying to do indirectly, via the novel theory that the Host Committee has
3 total discretion to withhold special event signage rights from private business owners in
4 the Special Promotional and Civic Event Area. *Black & White Taxicab Co. v. Standard*
5 *Oil Co.*, 25 Ariz. 381, 396 (1923) (“It is axiomatic in law that what cannot be done
6 directly may not be done by indirection.”).

7 Whether the City grounds its action in the Resolution, the Zoning Code, or some
8 other legal theory, its refusal to allow Plaintiff to apply for temporary signage violates the
9 Arizona Constitution in at least three ways. First, it infringes on the Constitution’s
10 guarantee of free speech because it is a prior restraint and a vague, overbroad, content-
11 based regulation of speech. Second, it violates due process because it is unconstitutionally
12 vague and lacks minimum procedural safeguards. Third, it unconstitutionally delegates
13 government power to private third parties.

14 **A. The signage restriction is a content-based prior restraint of speech.**

15 To begin with, the restriction is a prior restraint. “Prior restraints on speech and
16 publication are the most serious and the least tolerable infringement” on free expression.
17 *Phoenix Newspapers, Inc. v. Otis*, 243 Ariz. 491, 495 ¶ 13 (App. 2018) (citations and
18 internal marks omitted). Accordingly, prior restraints “come with a heavy presumption
19 against constitutional validity.” *Nash v. Nash*, 232 Ariz. 473, 481–82 ¶ 32 (App. 2013).
20 Such a restriction can survive only if it survives strict scrutiny—meaning, only “if the
21 restriction serves a compelling governmental interest, is necessary to serve the asserted
22 compelling interest, is precisely tailored to serve that interest, and is the least restrictive
23 means readily available for that purpose.” *Id.* (citations and internal marks omitted).

24 The restriction is a prior restraint because it prospectively forbids the expression of
25 any message⁶ until and unless that message is specifically reviewed, approved, and
26

27 ⁶ A prior restraint is any government act “that result[s] in the physical interception and
28 suppression of speech prior to its public expression.” Marin Scordato, *Distinction Without*
a Difference: A Reappraisal of the Doctrine of Prior Restraint, 68 N.C. L. Rev. 1, 30–31
(1989).

1 thereby licensed, by the City and by a private third party (i.e., “the NFL and/or the Super
2 Bowl Host Committee”). Ex. 3 at 2; Ex. 6. Significantly, this is *not* a content-neutral time,
3 place, and manner restriction, but a *content-based* restriction on speech, whereby signage
4 is legally prohibited unless and until the Host Committee reviews and approves of the
5 *content* of a sign’s message. That is unconstitutional. *Reed v. Town of Gilbert*, 576 U.S.
6 155, 173 (2015);⁷ *Wortham v. City of Tucson*, 128 Ariz. 137, 141 (App. 1980).

7 By requiring Host Committee approval before considering temporary signage
8 applications, the City is allowing the Host Committee to effectively deny a temporary sign
9 application for any reason at all, including the content of the sign. And the City has
10 admitted in repeated public statements that content regulation is precisely the purpose of
11 the “clean zone” restrictions:

- 12 • One of the purposes of the signage restrictions is to “Protect NFL Super Bowl
13 Sponsors.”⁸
- 14 • “Obviously, the NFL sponsors are making a huge financial commitment to be
15 one of those designated sponsors and we need to provide that protection to
16 those sponsors in the downtown area where a lot of the Super Bowl events are
17 happening.”⁹
- 18 • “Permit applications can not [*sic*] be approved for *materials that display the*
19 *logos for Super Bowl sponsor competitors* and non-licensed use of the Super
20 Bowl LVII trademark.” Ex. 5 (emphasis added).

21 The fact that the restrictions regulate advertising makes no difference. First,
22 Arizona courts have never held that the Arizona Constitution affords lesser protections to
23 commercial speech than non-commercial speech. *See Sign Here Petitions LLC v. Chavez*,

24
25 ⁷ Although Plaintiff challenges the restriction based only on the free speech protections in
26 the Arizona Constitution, First Amendment jurisprudence is informative insofar as “the
27 Arizona Constitution provides broader protections for free speech than the First
28 Amendment.” *Brush & Nib Studio, LC v. City of Phoenix*, 247 Ariz. 269, 281 ¶ 45 (2019).

⁸ Super Bowl LVII Small Business Permitting and Licensing Workshop (10:45 AM Nov.
2, 2022) at 7:30–7:45, <https://www.phoenix.gov/newsroom/ced/2549>.

⁹ *Id.*

1 243 Ariz. 99, 105 ¶ 16 (App. 2017). Indeed, even if this case involves commercial speech,
2 it demonstrates what dangerous and sweeping speech restrictions governments can impose
3 under the pretext of regulating advertisements, and why strict scrutiny is applied to such
4 regulations.

5 More fundamentally, however, the restriction is *not* a commercial speech
6 regulation. On its face, it applies to *all* special event signage, including advertising,
7 political speech, and any other content.

8 It is immaterial that the restrictions apply to sign types, such as banners, balloons,
9 flags, and guidons, that would otherwise not be allowed, and are only permitted in special
10 event areas. The government has the power to restrict certain types of signage, and even
11 ban certain types of signage outright, but only “so long as it does so in an evenhanded,
12 content-neutral manner.” *See Reed*, 576 U.S. at 173. If it chooses to allow some type of
13 signage in an area, it must do so irrespective of speaker or message. *Id.*

14 Because the restriction requires downtown residents and businesses to obtain
15 preclearance and preapproval of a sign’s content before they may display *any* special
16 event sign, it is a content-based prior restraint and subject to strict scrutiny.

17 **B. The restriction cannot survive strict scrutiny, or any scrutiny.**

18 There is no legitimate government interest in content-based regulation of signs, let
19 alone regulation of signs based on the content preferences of private businesses that are
20 given special privileges by the government. Courts have recognized two substantial
21 government interests that can sometimes justify regulations on commercial signage:
22 public safety and aesthetics. *See, e.g., Outdoor Sys., Inc. v. City of Mesa*, 169 Ariz. 301,
23 306 (1991). The government, not the Plaintiff, bears the burden of proving that the
24 restriction serves these ends with proper narrow tailoring, *Salib v. City of Mesa*, 212 Ariz.
25 446, 451 ¶ 10 (App. 2006), and it has not done this. Nor can it, because neither factor is at
26 play here.

27 First, the restriction does not advance either an aesthetic or public safety interest
28 because it bans all banners, balloons, and flags, absent preapproval of their content—and

1 specifies no safety factors or aesthetic considerations to be followed by anyone wishing to
2 exercise free speech. The Host Committee’s preapproval of signs depends on the message,
3 not on the aesthetics or any safety concerns. Second, and for the same reason, the
4 restriction is not narrowly tailored. It bans *any and all* banners, balloons, and flags, unless
5 pre-approved by the City and the private companies the City has empowered as censors.
6 Such a sweeping ban on speech cannot qualify as “the least restrictive means readily
7 available” to achieve a safety or aesthetic purpose. *Nash*, 232 Ariz. at 481–82 ¶ 32.

8 Finally, even setting aside the broad restrictions on non-commercial speech and
9 assuming that a lower level of scrutiny applies to commercial speech restrictions under
10 Arizona law, the restrictions here would fail even under intermediate scrutiny. It is not
11 justified by any of the “substantial state interests” federal courts have recognized in
12 relation to commercial speech regulations. *See 44 Liquormart, Inc. v. Rhode Island*, 517
13 U.S. 484, 500–05 (1996). Rather, by the City’s own admission, the principal purpose is to
14 protect the economic interests of the NFL, the Host Committee, and their sponsors, by
15 suppressing competitors’ ability to communicate. But “[c]ourts have repeatedly
16 recognized that protecting a discrete interest group from economic competition is not a
17 legitimate governmental purpose.” *Craigmiles v. Giles*, 312 F.3d 220, 224 (6th Cir. 2002);
18 *Merrifield v. Lockyer*, 547 F.3d 978, 991–92 & n.15 (9th Cir. 2008).

19 In sum, the restriction cannot survive strict scrutiny, or even a lower level of
20 scrutiny, because it lacks a compelling governmental interest and is not tailored.

21 **C. The restriction is vague and overbroad.**

22 Additionally, the restriction is unconstitutionally vague and overbroad. It makes no
23 distinction between commercial versus non-commercial signage, trademark-infringing
24 versus non-infringing signage, or even Super Bowl-related versus non-Super Bowl-related
25 signage. And, as discussed above, it bans the temporary display of *any* message—whether
26 commercial, political, religious, or otherwise—on a banner, balloon, or flag, unless the
27 Host Committee approves. It is difficult to imagine a legitimate (let alone compelling)
28 governmental interest that could justify such an overbroad prior restraint on speech.

1 Worse, the City has given residents no way to discern which signs the Host
2 Committee will or will not approve under the blanket use permit—and thus, the City’s
3 action is unconstitutionally vague. The following section explains why this is a due
4 process violation. But in the free speech context, vagueness also has a chilling effect:
5 rather than guess about the law’s meaning, and risk running afoul of the law, many
6 residents will likely self-censor. That is constitutionally unacceptable. *Cf. State v.*
7 *Western*, 168 Ariz. 169, 171–72 (1991) (“[W]here a vague statute abuts upon sensitive
8 areas of basic First Amendment freedoms, it operates to inhibit the exercise of those
9 freedoms,” because uncertainty leads “citizens to steer far wider of the unlawful zone than
10 if the boundaries of the forbidden areas were clearly marked.” (alterations adopted)
11 (quoting *Grayned v. City of Rockford*, 408 U.S. 104, 106 (1972)).

12 Under the overbreadth doctrine,¹⁰ a plaintiff can facially challenge a law, even if
13 some conceivable applications of that law may be constitutional, provided “a substantial
14 number of its applications are unconstitutional, judged in relation to the statute’s plainly
15 legitimate sweep.” *United States v. Stevens*, 559 U.S. 472, 473 (2010) (citation omitted);
16 *Western*, 168 Ariz. at 173. Of course, the foremost reason that prior restraints are regarded
17 as so constitutionally improper is because of their tendency to cause just this chilling
18 effect. *State v. Feld*, 155 Ariz. 88, 94–95 (App. 1987).

19 Thus, the restriction is unconstitutional not only as applied to Plaintiff’s
20 circumstances, but also on its face, because it unconstitutionally bans a whole range of
21 protected speech, from yard signs to advertisements.

23 ¹⁰ To be sure, while the federal courts do not entertain overbreadth challenges to statutes
24 that solely regulate commercial speech, Arizona courts have never adopted this rule. And
25 even under the federal approach, Plaintiff’s overbreadth challenge is proper because the
26 restriction facially applies to *all* temporary signage, commercial or not. *See Bd. of Tr. of*
27 *State Univ. of N.Y. v. Fox*, 492 U.S. 469, 481 (1989) (“Although it is true that overbreadth
28 analysis does not normally apply to commercial speech, that means only that a statute
whose overbreadth consists of unlawful restriction of commercial speech will not be
facially invalidated on that ground.... Here, however, although the principal attack upon
the resolution concerned its application to commercial speech, the alleged overbreadth ...
consists of its application to *non*-commercial speech, and that is what counts.” (internal
citations omitted)).

1 **D. The restriction violates Plaintiff’s due process rights.**

2 The restriction violates Plaintiff’s rights to due process under the Arizona
3 Constitution, *see* Ariz. Const. art. II, § 4, because it is unconstitutionally vague and fails to
4 establish minimum procedural safeguards.

5 First, the Resolution is unconstitutionally vague. “A statute is unconstitutionally
6 vague if it fails to provide persons of ordinary intelligence a reasonable opportunity to
7 know what is prohibited and fails to contain explicit standards of application to prevent
8 arbitrary and discriminatory enforcement.” *State v. George*, 233 Ariz. 400, 402 ¶ 9 (App.
9 2013) (citation and internal marks omitted), Therefore, “[a] legislative enactment must
10 ‘provide explicit standards for those who will apply it.’” *State v. Singer*, 190 Ariz. 48, 50
11 (App. 1997) (quoting *State v. Takacs*, 169 Ariz. 392, 394 (App. 1991)). Nothing in the
12 City Council’s recent amendment addresses this constitutional flaw.

13 Neither the Zoning Code, the old Resolution, the new Resolution, nor any other
14 City document contains “ascertainable standards on which the decision to grant or
15 withhold [approval] is based.” *Herrera v. Jamieson*, 124 Ariz. 133, 134 (App. 1979).
16 Instead, the City has vested the Host Committee with unfettered authority to decide how,
17 when, and to whom it will grant the right to speak via certain types of signage within the
18 downtown area. It has provided no substantive standards for how these entities are to
19 evaluate temporary signage applications. This “complete lack of any standard” fails to
20 give residents fair notice of how to comply with the law, and it invites “the arbitrary
21 exercise of power by the officials charged with administering” the signage restriction. *Id.*
22 at 134–35.

23 Second, this process lacks the minimum procedural safeguards required by the
24 Arizona Constitution. “Due process primarily requires that rights and property are not
25 taken by governmental authority without notice and an opportunity for hearing.” *Elia v.*
26 *Ariz. Bd. of Dental Exam’rs*, 168 Ariz. 221, 228 (App. 1990). *See also Freedman v.*
27 *Maryland*, 380 U.S. 51, 57–60 (1965) (recognizing that any licensing requirement
28 applicable to speech must provide procedural safeguards including an opportunity to

1 appeal the wrongful denial of a permit). The City does not give applicants any opportunity
2 to be heard meaningfully, or to challenge the decision of the Host Committee. It does not
3 require the Host Committee to give any kind of reasoned explanation for denying an
4 application. It provides for no administrative oversight, let alone judicial review. Thus, it
5 violates the Arizona Constitution’s guarantee of due process. Again, nothing in the City’s
6 actions this week changes any of this.

7 **E. The restriction is an unconstitutional delegation of government power.**

8 The City has delegated government authority to a private corporation. Indeed, it
9 appears to have delegated legislative (to enact whatever rules they choose to govern the
10 approval of temporary signage), judicial (to decide what temporary signage is allowable
11 under the Resolution), *and* executive (to implement the censorship regime) power to the
12 Host Committee. As explained in the preceding sections, the City itself lacks the authority
13 to censor speech. That makes it all the more unconstitutional for the City to delegate that
14 authority to a private actor.

15 First, it was unconstitutional for the City to delegate this power at all. A statute,
16 ordinance, or resolution may delegate governmental power only if “it contains reasonably
17 definite standards which govern the exercise of the power, and ... procedural safeguards
18 in the nature of a right of review are provided.” *Schechter v. Killingsworth*, 93 Ariz. 273,
19 285 (1963). The City’s process provides *no* standards to guide decision-makers’
20 discretion.

21 Second, it was unconstitutional for the City to delegate this power to an
22 unaccountable private actor. “[I]t is a well-established theory that a legislature may not
23 delegate its authority to private persons over whom the legislature has no supervision or
24 control.” *Emmett McLoughlin Realty, Inc. v. Pima Cnty.*, 203 Ariz. 557, 559 ¶ 7 (App.
25 2002) (citation and internal marks omitted); *see also id.* (“[Z]oning powers may not be
26 delegated to private parties or property owners.” (quoting 83 Am. Jur.2d Zoning and
27 Planning § 615 (1992))).
28

1 Thus, for example, the Arizona Court of Appeals has held that a county may not
2 give a private landowner the power to veto a zoning proposal. *Emmett McLoughlin Realty*,
3 203 Ariz. at 560-61 ¶¶ 7–12. Similarly, “courts throughout the nation,” including the
4 Arizona Supreme Court, “have universally condemned attempts to delegate municipal
5 legislative power to private groups, to fix wages or hours.” *Parrack v. City of Phoenix*, 86
6 Ariz. 88, 91 (1959). Contrary to this authority, the Resolution gives the Host Committee a
7 blank check: it offers them total discretion to decide what signage to allow or deny under
8 the blanket use permit, with no procedural safeguards or judicial review.

9 To be sure, the City itself lacks the authority to censor signs based on content. But
10 even what powers a city *does* possess, it can rightly exercise only “because the
11 government is ultimately accountable to the ... citizens through the established political
12 mechanisms for the expression of the majority’s will.” *Cahill v. Pub. Serv. Comm’n*, 556
13 N.E.2d 133, 140 (N.Y. 1990) (Titone, J., concurring). “These mechanisms are
14 circumvented, however, when the decisions ... are delegated to a private corporation,
15 which is not accountable through any of these mechanisms.” *Id.*

16 Here, as a private corporation, the Host Committee is not susceptible to any of the
17 ordinary mechanisms—from public hearings to records requests to elections—that enable
18 citizens to hold their governments accountable. Handing over power to an unaccountable
19 third party is totally antithetical to the principles of limited government enshrined in
20 Arizona’s Constitution. *See* Ariz. Const. art. II, § 2 (“All political power is inherent in the
21 people, and governments derive their just powers from the consent of the governed, and
22 are established to protect and maintain individual rights.”).

23 **IV. Plaintiff’s challenge is ripe.**

24 Plaintiff has repeatedly attempted to submit his temporary signage applications to
25 the City, and the City has refused to accept them. Nevertheless, it makes no difference to
26 Plaintiff’s challenge when, or whether, he has submitted a sign application. A plaintiff
27 need not apply to the government for permission to exercise a constitutional right prior to
28 challenging a speech restriction. *See Kaahumanu v. Hawaii*, 682 F.3d 789, 797–98 (9th

1 Cir. 2012); *Freedom to Tavel Campaign v. Newcomb*, 82 F.3d 1431, 1435–36 (9th Cir.
2 1996).

3 This is particularly true here, where the City’s prior unconstitutional restrictions
4 have left Plaintiff mere days to plan and erect signage. A weeks-long application process,
5 which could still result in an improper denial, would not leave time for judicial relief until
6 well after the Super Bowl. Further delay only worsens Plaintiff’s injury, and the City’s
7 new position this week, that Plaintiff must either submit an application under the ordinary
8 sign rules—which are too slow to allow him to post a sign in time for the Super Bowl—or
9 obtain “*a sign off or approval from the Host Committee* to obtain a temporary sign
10 permit made available via the HC’s use permit”—is simply more delay. Ex. 7 (emphasis
11 added).

12 **V. Plaintiff faces irreparable harm without immediate preliminary relief.**

13 “The loss of First Amendment freedoms, for even minimal periods of time,
14 unquestionably constitutes irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373 (1976);
15 *see also Am. Trucking Ass’n v. City of L.A.*, 559 F.3d 1046, 1059 (9th Cir. 2009)
16 (“[C]onstitutional violations cannot be adequately remedied through damages and
17 therefore generally constitute irreparable harm.” (citation omitted)).

18 Plaintiff, together with hundreds of other downtown Phoenix business owners and
19 thousands of residents, is already suffering the deprivation of his free speech and due
20 process rights with each passing day. Unquestionably, the harm suffered by Plaintiff in the
21 absence of relief is irreparable. Moreover, *the Super Bowl itself is set for February 12,*
22 *2023. If Plaintiff receives no relief by that time, he will lose any opportunity to display*
23 *signs and will be unable to remedy his injuries afterward.*

24 **VI. The balance of hardships and public interest favor Plaintiff.**

25 When a government entity is a party to a lawsuit, it is appropriate to “consider the
26 balance of equities and the public interest together.” *California v. Azar*, 911 F.3d 558, 581
27
28

1 (9th Cir. 2018).¹¹ Here, it is not necessary for this Court to address these factors because
2 Plaintiff has a strong likelihood of success on the merits. Nevertheless, any violation of
3 the Constitution is also a hardship that tips the balance in favor of Plaintiff, and enforcing
4 the constitution is always in the public interest. *See, e.g, Melendres v. Arpaio*, 695 F.3d
5 990, 1002 (9th Cir. 2012).

6 Conversely, preliminary relief would impose little or no hardship on the
7 government. Plaintiff is not asking this Court to halt the enforcement of ordinary zoning
8 and signage ordinances. In asking the Court to enjoin enforcement of the Resolution,
9 Plaintiff merely seeks relief from a sweeping regime of prior restraints on speech that
10 gives private corporations unfettered power to ban signs based on their content. The City
11 has no cognizable interest in such a deprivation of its residents’ constitutional rights.
12 Moreover, to the extent the City has identified *any* interest in enforcing the Resolution,
13 that interest appears to be pure economic protectionism for the NFL, the Hosting
14 Committee, and their sponsors. *See Merrifield*, 547 F.3d at 991 n.15 (“[E]conomic
15 protectionism for its own sake ... cannot be said to be in furtherance of a legitimate
16 governmental interest.”).

17 A final point: The City has suggested that the relief Plaintiff seeks would result in
18 unequal treatment, apparently because it would allow him to exercise his speech rights
19 free from the restrictions other downtown residents face. Of course, Plaintiff seeks an
20 order prohibiting enforcement of the objectionable restrictions against anyone—they are
21 facially unconstitutional, and every Phoenician should be free to put up temporary signage
22 free from Host Committee approval. But merely forcing Phoenicians to apply for permits
23 under the original sign rules is insufficient here because of the approaching February 12
24 deadline. Given that deadline, the *only* way to remedy Plaintiff’s injury is for this Court,
25 in its equitable power, to order the City to immediately approve Plaintiff’s sign, subject

26 ¹¹ *See Flynn v. Campbell*, 243 Ariz. 76, 80 ¶ 9 (2017) (“Although a federal court’s
27 interpretation of a federal procedural rule is ‘not binding in the construction of our rule,’
28 we recognize its instructive and persuasive vale and that ‘uniformity in interpretation of
our rules and the federal rules is highly desirable.” (quoting *Orme Sch. v. Reeves*, 166
Ariz. 301, 304 (1990))).

1 only to the ordinary, content-neutral standards (e.g., no obscenity, advertising illegal
2 activities, overly-large window signs, etc.) that apply to everyone.

3 **VII. No bond should be required.**

4 A plaintiff seeking preliminary relief typically must post a bond “in such amount as
5 the court considers proper to pay,” Ariz. R. Civ. P. 65(c), but the Court has discretion to
6 waive this requirement when doing so serves the interests of justice. *In re Wilcox*
7 *Revocable Tr.*, 192 Ariz. 337, 341 ¶¶ 17–20 (App. 1988); *see also Save Our Sonoran, Inc.*
8 *v. Flowers*, 408 F.3d 1113, 1126 (9th Cir. 2004) (noting that “requiring nominal bonds is
9 perfectly proper in public interest litigation”).

10 Any bond in this matter should be nominal because Plaintiff is seeking in the
11 public interest to enjoin a violation of the state constitution. As one federal court observed
12 when interpreting Rule 56(c)’s federal counterpart, “requiring a bond to issue before
13 enjoining potentially unconstitutional conduct by a governmental entity simply seems
14 inappropriate,” because such a requirement would make “protection of [constitutional]
15 rights ... contingent upon an ability to pay.” *Doctor John’s Inc. v. City of Sioux City*, 305
16 F. Supp. 2d 1022, 1043–44 (N.D. Iowa 2004).

17 Plaintiff brings this case as a concerned citizen seeking to vindicate rights enjoyed
18 by all similarly situated Phoenix residents. *Cf. Ctr. For Food Safety v. Vilsack*, 753 F.
19 Supp. 2d 1051, 1062 (N.D. Cal. 2010) (dispensing with bond requirement where plaintiff
20 was a “small non-profit” and “requiring the organization to pay a bond would fatal[ly]
21 harm its ability to bring lawsuits on behalf of the public interest”). Anything more than a
22 nominal bond will have a chilling effect on efforts to ensure legal compliance. *Cf.*
23 *Wistuber v. Paradise Valley Unified Sch. Dist.*, 141 Ariz. 346, 350 (1984) (Attorney fees
24 should not be awarded “[w]here aggrieved citizens, in good faith, seek a determination of
25 the legitimacy of governmental actions. ... Courts exist to hear such cases; we should
26 encourage resolution of constitutional arguments in court rather than on the streets.”). The
27 Court should therefore waive the bond requirement or set it at a nominal amount.
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CONCLUSION

Plaintiff respectfully requests that this Court grant a preliminary and permanent injunction enjoining the City’s enforcement of Resolution 22095 and requiring the City to immediately approve Plaintiff’s temporary signage applications pursuant to the existing use permit for the downtown area, subject to its ordinary, content-neutral rules for temporary signage within a special event area.

RESPECTFULLY SUBMITTED this 26th day of January, 2023.

GOLDWATER INSTITUTE

/s/ John Thorpe
Jonathan Riches (025712)
Timothy Sandefur (033670)
John Thorpe (034901)
Scharf-Norton Center for
Constitutional Litigation at the
GOLDWATER INSTITUTE
500 E. Coronado Rd.
Phoenix, Arizona 85004

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

ORIGINAL E-FILED this 26th day of January, 2023, with a copy delivered via the ECF system to:

Les S. Tuskai
OFFICE OF THE PHOENIX CITY ATTORNEY
200 W. Washington, Ste. 1300
Phoenix, AZ 85003-1611
Law.civil.minute.entries@phoenix.gov
Les.tuskai@phoenix.gov

/s/ Kris Schlott
Kris Schlott, Paralegal

1 Jonathan Riches (025712)
2 Timothy Sandefur (033670)
3 John Thorpe (034901)
4 **Scharf-Norton Center for Constitutional Litigation at the**
5 **GOLDWATER INSTITUTE**
6 500 E. Coronado Rd.
7 Phoenix, Arizona 85004
8 (602) 462-5000
9 litigation@goldwaterinstitute.org

10 *Attorneys for Plaintiff*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF MARICOPA**

13 BRAMLEY PAULIN,

14 Plaintiff,

15 vs.

16 KATE GALLEGO, in her official capacity
17 as Mayor of the City of Phoenix; JEFF
18 BARTON, in his official capacity as City
19 Manager of the City of Phoenix; and CITY
20 OF PHOENIX, a municipal corporation of
21 the State of Arizona,

22 Defendants,

Case No. CV2023-000409

**DECLARATION OF
BRAMLEY PAULIN**

23 I, Bramley Paulin, declare under penalty of perjury under the laws of the State of
24 Arizona as follows:

25 1. I am over the age of eighteen and have personal knowledge of the matters
26 stated in this declaration and am competent to testify regarding them.

27 2. I am a resident of Maricopa County, Arizona.

28 3. I understand that on October 12, 2022, the Phoenix City Council enacted
Resolution 22073 (“Resolution”), declaring a “Special Promotional and Civic Event
Area” (“Clean Zone”) covering a portion of downtown Phoenix stretching approximately
from Lincoln Street to McDowell Street, and from Seventh Street to Seventh Avenue.

4. It is my understanding and belief that the Resolution forbade any
“temporary signage” within the Clean Zone during the three weeks before Super Bowl

1 LVII (“Super Bowl”) and the week following the Super Bowl unless that signage was
2 approved by the City, the NFL, and the Arizona Super Bowl Host Committee.

3 5. It is my understanding and belief that the City actively enforced the
4 Resolution, including by issuing fines and requiring the removal of unapproved temporary
5 signage.

6 6. I own two pieces of property in downtown Phoenix, including a property at
7 the intersection of First Street and Moreland, near Margaret T. Hance Park (“Hance
8 Park”).

9 7. I understand that Hance Park will be the site for a multi-day outdoor festival
10 during the week leading up to Super Bowl, and that upwards of 1.5 million people are
11 anticipated to attend the festival.

12 8. I hope to erect temporary signage on my properties, particularly the property
13 near Hance Park, in the weeks leading up to the Super Bowl. I want to do so in order to
14 exercise my constitutional right to free speech and in order to take advantage of the high
15 public visibility such signage would have during Super Bowl-related festivities.

16 9. To this end, over the past several months I have contacted potential business
17 partners to discuss the possibility of placing temporary signage on my property.

18 10. In these discussions, the potential business partners informed me that my
19 property was located “in the clean zone for the NFL” and that “non-NFL partners” may
20 not advertise within the Clean Zone.

21 11. It is my understanding and belief that the Resolution did not define
22 “temporary signage,” it did not give any standards or guidance for how the NFL and the
23 Host Committee should evaluate temporary signage applications, and no other resolution
24 or ordinance from the City clarified the scope of the Resolution’s restrictions.

25 12. Nevertheless, it is my understanding and belief that my property is located
26 in the Clean Zone, and that the Resolution’s restrictions on temporary signage applied to
27 any signage I might display on my property during the three weeks before, and the week
28 following, the Super Bowl.

1 13. Because potential business partners were unwilling to reach an agreement to
2 display temporary signage without approval from the NFL, while the Resolution was in
3 effect I was unable to put together a specific proposal for temporary signage to submit for
4 approval. However, I could not even request approval without first submitting a proposal
5 for temporary signage. To do so, I would have needed a specific proposal for signage.
6 This put me in a Catch-22 and prevented me from exercising my speech rights.

7 14. It is my understanding and belief that if I display temporary signage on my
8 property without first obtaining the necessary approval, I will face fines, removal of my
9 signs, and other adverse consequences.

10 15. I tried for over three months to resolve these problems in communications
11 with City and Host Committee staff, without success.

12 16. On December 13, 2022, I sent a letter to the City through my attorneys,
13 stating that I was suffering substantial harm from the City's passage and enforcement of
14 the Resolution, and that the temporary signage restrictions were depriving me of my
15 constitutional rights. I requested written assurance from the City that I, and any person
16 approved by me, could advertise on my property without unreasonable restriction and
17 without any input or review by the NFL or the Super Bowl Host Committee.

18 17. After approximately three weeks of negotiation and meetings with the City
19 proved fruitless, I filed a lawsuit on January 5, 2023, challenging the Resolution's
20 constitutionality on grounds of free speech, due process, and separation of powers.

21 18. At a court hearing on January 18, the City stipulated to an order enjoining
22 Resolution 22073 and stated that the City Council would consider amending the resolution
23 the following week.

24 19. This temporary relief enabled me to negotiate a tentative advertising
25 agreement with a marketing company and put together a temporary signage application,
26 which I submitted to the City on January 24. City staff assured me that my application
27 would be evaluated without Host Committee input and that I could expect a decision in
28 approximately five business days.

1 20. It is my understanding and belief that the ordinary approval process for a
2 use permit would take weeks or months, and could not be obtained until well after the
3 Super Bowl is over.

4 21. Hours later, I received an email from David Williams, a Sign Section
5 official, with a “point of clarification.” He stated that only the Host Committee had a “use
6 permit” allowing the types of signage Plaintiff wanted (banners and inflatables), and that
7 “[i]n order to move forward, [I] will need to provide a sign off or approval from the Host
8 Committee to obtain a temporary sign permit made available via the HC’s use permit.”

9 22. On January 25, the City passed Resolution 22095 (“Amended Resolution”),
10 which was substantively identical to Resolution 22073 except for the removal of a single
11 sentence, referring to the restriction of all temporary signage without Host Committee or
12 NFL approval.

13 23. To date, the City has refused to allow me to display temporary signage on
14 my property without first obtaining approval from the Host Committee, and has refused to
15 even accept my applications for permits, despite my repeated attempts to submit them.

16 24. It is my understanding and belief that but for the City’s temporary signage
17 restrictions, I would have already been able to enter an advertising agreement, given the
18 proximity of my property to Hance Park and other Super Bowl-related festivities.

19 25. The City’s temporary signage restrictions have harmed me, and are
20 continuing to harm me, by depriving me of the ability to display messages on signage
21 without the approval of a private corporation. The restrictions have also harmed me, and
22 are continuing to harm me, by depriving me of significant revenue and opportunities to do
23 business.

24 26. I declare that to the best of my knowledge the foregoing is true and correct.

25
26 

Bramley Paulin

27 DATED: 1/26/23
28

RESOLUTION 21987

A RESOLUTION DECLARING ALL 2023 NATIONAL FOOTBALL LEAGUE (NFL) SUPER BOWL AND NFL-SANCTIONED ACTIVITIES IN THE DOWNTOWN REDEVELOPMENT AREA AS SPECIAL PROMOTIONAL AND CIVIC EVENTS.

WHEREAS, the City Council hereby declares that for the four week period before the National Football League (NFL) 2023 Super Bowl (Super Bowl LVII) on Sunday, February 12, 2023 and the one week period after Super Bowl LVII, all official events and other NFL-sanctioned activities that are held in the Downtown Redevelopment Area will be considered special promotional and civic events for the purposes of the Zoning Ordinance.

WHEREAS, it is anticipated that certain events and activities related to Super Bowl LVII will take place in downtown Phoenix in the weeks before and after the event. These events and activities will bring significant revenue and media exposure to the City of Phoenix during the event period. Phoenix Zoning Ordinance, Section 705.F.1.b, provides that advertising devices otherwise prohibited by the Zoning Ordinance may be erected in the Downtown Redevelopment Area, subject to a use permit, in conjunction with special promotional events of a civic or commercial nature. By declaring the NFL and the Arizona Super Bowl Host Committee sanctioned activities

as special promotional and civic events, the Resolution allows the NFL, the NFL-approved sponsors, and the Arizona Super Bowl Host Committee to advertise official events in the Downtown Redevelopment Area by use of signs, banners and similar devices. This action will not impact any existing permitted permanent signs in downtown. This declaration will restrict all temporary signage within the Downtown Redevelopment Area that has not been authorized by the NFL or the Arizona Super Bowl Host Committee during the above-mentioned time period in order to support NFL event related activities.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX
as follows:

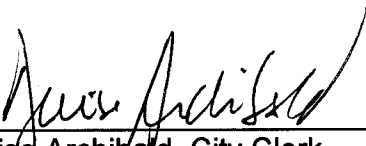
SECTION 1. For the four week period before the Super Bowl LVII event and the one week after Super Bowl LVII, all official events and other NFL-sanctioned activities that are held in the Downtown Redevelopment Area will be considered special promotional or civic events and are hereby declared to be "special promotional event" as that term is used in the Phoenix Zoning Ordinance section 705, subsection F, paragraph 1, subparagraph b.

PASSED by the Council of the City of Phoenix this 26th day of January,
2022.




MAYOR

ATTEST:


Denise Archibald, City Clerk

APPROVED AS TO FORM:
Cris Meyer, City Attorney

BY: 

Acting Chief Counsel

REVIEWED BY:



Jeffrey Barton, City Manager

TGS:rb:LF21-3316:1/26/22:2296147_1



City of Phoenix

June 10, 2022

Caleb Jay
AZPB Limited Partnership
Chase Field
401 East Jefferson Street
Phoenix, AZ 85004

Jeff Moloznik
RED Development, LLC
One East Washington Street, Suite 300
Phoenix, AZ 85004

Brett Barendrick
RED Development, LLC
One East Washington Street, Suite 300
Phoenix, AZ 85004

Melissa Goldenberg
Suns Legacy Partners, LLC
201 East Jefferson Street
Phoenix, AZ 85004

The Adeline
c/o Rick Carpinelli – Crown Realty & Development
5515 E. Deer Valley Drive
Phoenix, AZ 85054

HH Luhrs, LLC
c/o Rajan Hansji – Hansji Corporation
631 West Katella Avenue, Fifth Floor
Anaheim, CA 92802

**RE: Notice of 2023 NFL Super Bowl LVII Game-Related Events
Jefferson Street Master Sign Plan Members**

The purpose of this letter is to provide notice to parties of the Jefferson Street Master Sign Plan (JSMSP) that Phoenix will be hosting many official game-related events and activities associated with the National Football League (NFL) Super Bowl LVII in 2023. In cooperation with the Arizona Super Bowl Host Committee, the City is notifying you of the future restrictions to signage within the JSMSP area and all of the Downtown Phoenix Redevelopment Area. While the Super Bowl game will be played on February 12, 2023 at State Farm Stadium, the official-sanctioned events will take place in Phoenix between February 3, 2023, and February 13, 2023. This is advance notice that restrictions and allowances to all temporary signage will soon be enacted within the JSMSP.

On January 26, 2022, the Phoenix City Council approved a Resolution recognizing the period from January 15, 2023, through February 19, 2023 as a major entertainment/cultural event.

During this time, all official NFL Super Bowl LVII fan events, NFL and Arizona Super Bowl Host Committee-sanctioned activities are recognized as major entertainment/cultural events in the downtown Phoenix Redevelopment Area. For your convenience, we have attached the formal City Council Resolution No. 21987.

In accordance with Section III, M (Temporary Signs) of the JSMSP, no temporary sign permits will be issued without the approval of the NFL, Arizona Super Bowl Host Committee, and City beginning on November 1, 2022. All current existing temporary sign permits, and any future permits issued prior to November 1, 2022 will expire on October 31, 2022. Therefore, all temporary sign(s) must be removed by October 31, 2022, and a new permit application must be submitted.

We also acknowledge that with Super Bowl LVII come opportunities to utilize other temporary signs such as, but not limited to, banners, flags and balloons within the JSMSP area and downtown Phoenix Redevelopment Area. In any event, all temporary signs must be submitted to the City and Arizona Super Bowl Host Committee for approval as generally described the Phoenix City Council Resolution No. 21987. As always, temporary signage devices may not be placed on sidewalks or driveways adjacent to or within the public Rights-of-Way.

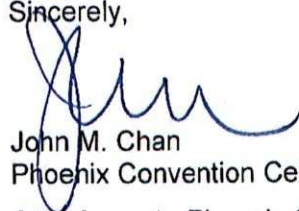
Lastly, as you are aware, a significant amount of effort and collaboration goes into bidding for the opportunity to host mega events. We have successfully hosted NBA and MLB All-Star Games; WWE events; official Super Bowl fan events; and NCAA Final Four events to the collective benefit of the downtown business community. In addition, our success has led to future hosting commitments in the pipeline. Moving forward, it is essential that we continue to utilize best efforts to protect these mega events against potential ambush or gorilla marketing tactics by not entering into contracts for advertising that directly compete with the event organizers and their official corporate sponsors.

We respectfully request your mutual cooperation in the months leading up to Super Bowl LVII in 2023 and ask that you allow the Arizona Super Bowl Committee, the NFL or the NFL partners a first option to purchase space between January 15, 2023 and February 19, 2023. The Arizona Super Bowl Host Committee and City of Phoenix will do our best to provide you with the official NFL and Arizona Super Bowl Host Committee approved sponsor information as soon as it is available.

In the next several months, expect to find further public announcements of specific events to be held within Phoenix. Your relationship with the City is highly valued and critical to the success of the city hosting the 2023 NFL Super Bowl LVII. Please contact Roxann Favors at (602) 256-4265 if you have any questions.

Thank you for your ongoing cooperation and participation in the continued renaissance of downtown Phoenix.

Sincerely,



John M. Chan
Phoenix Convention Center & Venues Director

Attachment: Phoenix City Council Resolution No. 21987

Courtesy copies sent via email:

Blake Edwards, General Manager - Jefferson Street Signage District
Billy Shields, Phoenix representative of Hansji Corporation
Devney Preuss, President and CEO, Downtown Phoenix Inc.
Jay Parry, President & CEO - Arizona Super Bowl Host Committee
Judd Norris, Senior Vice President Corporate Sponsorship - Arizona Super Bowl Host Committee
Kyle Hedstrom, Senior Vice President Finance - Arizona Super Bowl Host Committee
Rayme Lofgren, Head of Marketing – Arizona Super Bowl Host Committee
Inger Erickson, Deputy City Manager - Phoenix City Manager's Office
Alan Stephenson, Deputy City Manager – Phoenix City Manager's Office
Christine Mackay, Director - Phoenix Community and Economic Development Department
Jason Blakey, Acting Assistant Director – Phoenix Planning and Development Department
Xandon Keating, Deputy Director - Phoenix Community and Economic Development Department
Tricia Gomes, Zoning Administrator – Phoenix Planning and Development Department
David Williams, Signage Section Supervisor – Phoenix Planning and Development Department
Roxann Favors, City Major Events Administrator – Phoenix Convention Center Department

SUPER BOWL LVII KEY DATES:

- **October 31, 2022:** All temporary permits expire; signage must be removed
- **November 1, 2022:** All temporary sign permits will be approved by City, NFL, and the Arizona Super Bowl Host Committee
- **January 13 – February 19, 2023:** Period designated as Major Entertainment/Cultural event; No temporary signage will be allowed without an approved permit in place
- **February 3, 2023 – February 12, 2023:** Sanctioned Super Bowl LVII events happening in Phoenix
- **February 12, 2023:** Super Bowl LVII game
- **February 20, 2023:** Period of designated as Major Entertainment/Cultural event ends

RESOLUTION 22073

A RESOLUTION DECLARING 2023 NATIONAL FOOTBALL LEAGUE (NFL) SUPER BOWL ACTIVITIES HELD IN DOWNTOWN PHOENIX AS SPECIAL PROMOTIONAL AND CIVIC EVENTS.

WHEREAS, the City Council adopted Resolution 21987 and declared that for the three-week period before the National Football League (NFL) 2023 Super Bowl (Super Bowl LVII) on Sunday, February 12, 2023 and the one-week period after Super Bowl LVII, all official NFL events and other NFL and Arizona Super Bowl Host Committee-sanctioned activities that are held in the Special Promotional and Civic Event area in downtown Phoenix will be considered special promotional and civic events for the purposes of the Phoenix Zoning Ordinance.

WHEREAS, it is anticipated that certain events and activities related to Super Bowl LVII will take place in downtown Phoenix in the weeks before and after the event. These events and activities will bring significant revenue and media exposure to the City of Phoenix during the event period. Phoenix Zoning Ordinance, Section 705.F.1.b, provides that advertising devices otherwise prohibited by the Zoning Ordinance may be erected in the Downtown Redevelopment Area, subject to a use permit, in conjunction with special promotional events of a civic or commercial nature. By declaring the NFL and the Arizona Super Bowl Host Committee sanctioned activities

Exhibit 4

as special promotional and civic events, the Resolution allows the NFL, the NFL-approved sponsors, and the Arizona Super Bowl Host Committee to advertise official events in the Promotional and Civic Event Area by use of signs, banners and similar devices. This action will not impact any existing permitted permanent signs in downtown. This declaration will restrict all temporary signage within the Special Promotional and Civic Event Area that has not been authorized by the NFL or the Arizona Super Bowl Host Committee during the above-mentioned time period in order to support NFL event related activities.

WHEREAS, The Special Promotional and Civic Event area in Resolution 21987 must be modified to better align with the Super Bowl related activities

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. Resolution 21987 adopted by the City Council on January 26, 2022 is superseded by this Resolution.

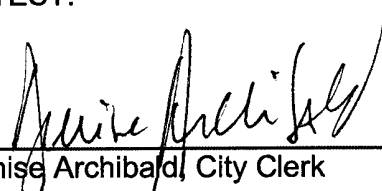
SECTION 2. For the three-week period before the Super Bowl LVII event and the one week after Super Bowl LVII, all official events and other NFL-sanctioned activities that are held in the Special Promotional and Civic Event Area will be considered special promotional or civic events and are hereby declared to be "special promotional event" as that term is used in the Phoenix Zoning Ordinance section 705, subsection F, paragraph 1, subparagraph b.

PASSED by the Council of the City of Phoenix this 12th day of October,
2022.




MAYOR

ATTEST:



Denise Archibald, City Clerk

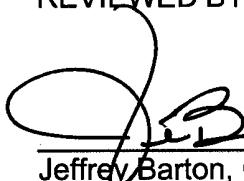
APPROVED AS TO FORM:
Cris Meyer, City Attorney


BY: _____

Deryck R. Lavelle, Assistant Chief Counsel

REVIEWED BY:

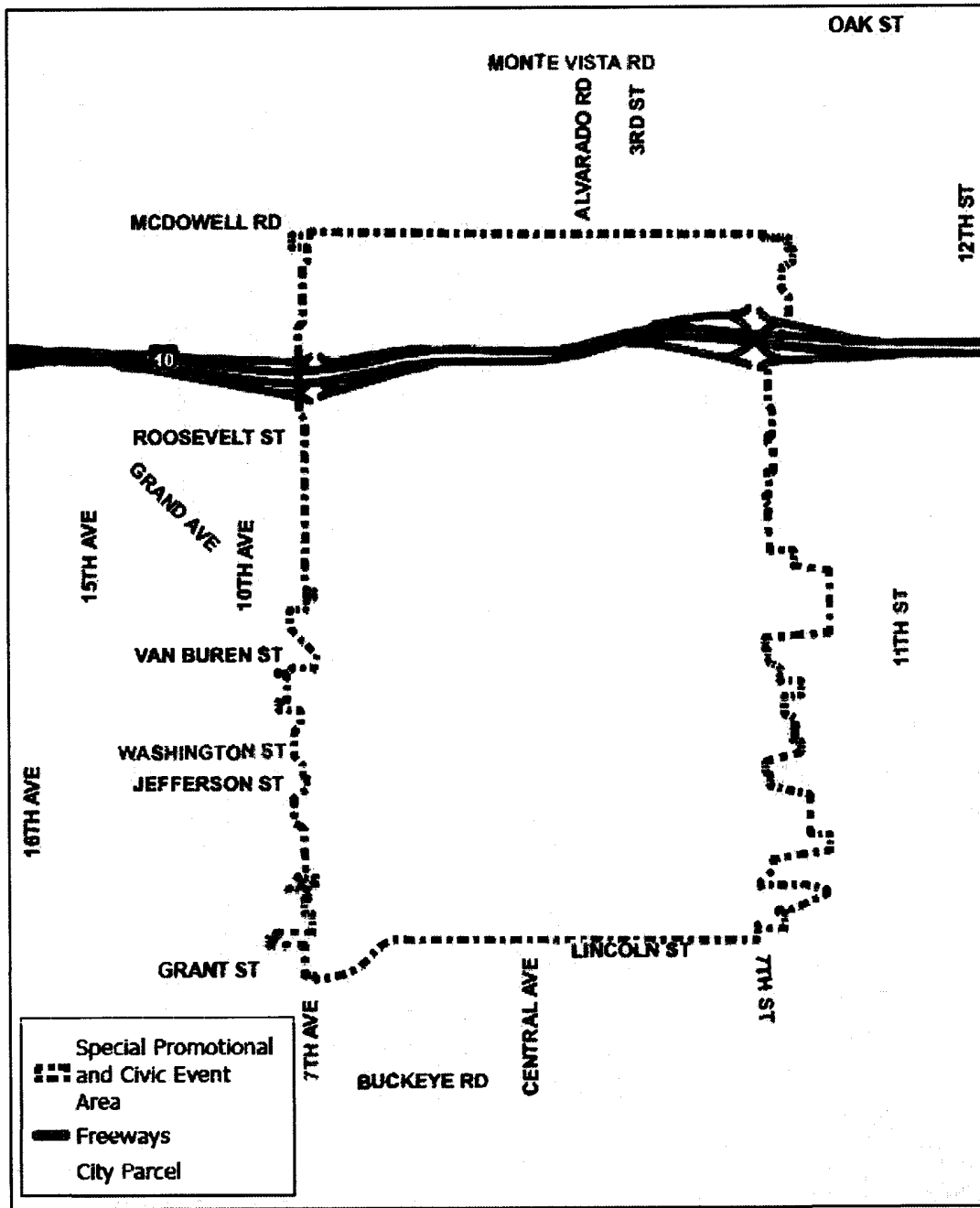
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Jeffrey Barton, City Manager

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Special Promotional and Civic Event Area



CLEAN ZONE 101

Super Bowl LVII Temporary Sign Restrictions aka "The Clean Zone"

The City of Phoenix is the proud host of Super Bowl LVII. While the Big Game will be held in Glendale, many of the events and activities will take place in Downtown Phoenix. During such mega events, many cities put temporary signage restrictions in place in partnership with the NFL to protect local businesses from "ambush" or "guerrilla" marketing attempts during the event period.

Downtown Phoenix Inc. (DPI), in partnership with the City of Phoenix Planning and Development Department, and the Arizona Super Bowl Host Committee is asking downtown business owners to start early to ensure their business complies with zoning and signage regulation for events.

The "Clean Zone" enforcement period is from January 15, 2023 through February 19, 2023.

The "Clean Zone" applies to businesses in the Special Promotional and Civic Event Area (see map on back) at the center of the activities around Margaret T. Hance Park. New temporary signage requires Arizona Super Bowl Host Committee approval.

WHAT DOES THIS MEAN FOR MY BUSINESS?

This means that businesses that fall within the "Clean Zone" should remove any existing *temporary signage* during the Special Promotional and Civic Event Area period above. You can apply for additional temporary signage permits using the contact information below, in order to display guideline-compliant signage during the event period.

Please Note! These restrictions will not affect existing permitted permanent signs that have been approved by the City of Phoenix.

KEY DATES:

- December 15: Deadline to submit applications for temporary signage permits. Applications submitted after this date may not be processed in time for the event period. Please allow at least 5-7 business days for processing.
- January 15: Specific civic event period begins (all temporary signage must be removed)
- February 20: Special event period ends

WHAT COUNTS AS TEMPORARY SIGNAGE?

Temporary signage is anything that is not physically built into your business. This includes:

- Banners (cloth or vinyl)
- Pennants
- Flags
- Window paintings
- Posters/Flyers
- Balloons

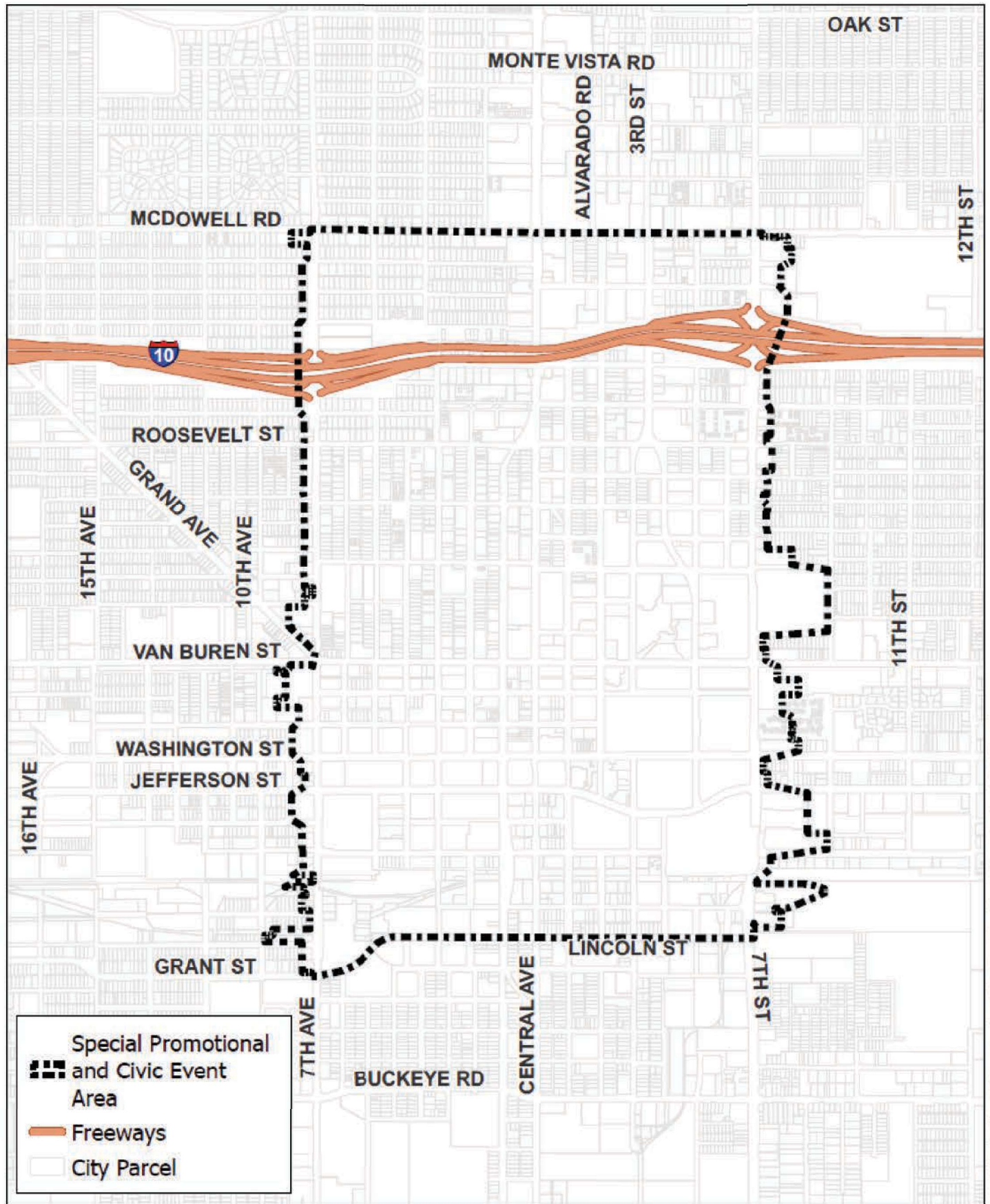
Permit applications can not be approved for materials that display the logos for Super Bowl sponsor competitors and non-licensed use of the Super Bowl LVII trademark.

WHERE CAN I GO IF I HAVE QUESTIONS?

Please contact David A. Williams at 602.256.4242 or david.a.williams@phoenix.gov with questions related to temporary signs during the special promotional/civic event period.

For general inquires, contact DPI Stakeholder engagement Manager, Erika Rubio at erubio@dtphx.org or 602.388.6327.

Special Promotional and Civic Event Area



From: [Jonathan Riches](#)
To: [John Thorpe](#)
Subject: FW: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix
Date: Thursday, November 3, 2022 8:02:04 PM

From: Bramley Paulin <bramleypaulin@cox.net>
Date: Thursday, November 3, 2022 at 7:18 PM
To: Jonathan Riches <jriches@goldwaterinstitute.org>
Subject: Fwd: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix

John

See Coca-Cola email trail below and NFL Clear Zone article link from abc15

Begin forwarded message:

From: John Mount <johnmount@coca-cola.com>
Subject: Re: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix
Date: October 13, 2022 at 4:22:23 PM MST
To: Bramley Paulin <bramleypaulin@cox.net>

Oh I will check with the NFL and see if we have clearance. If we do I will see if our brand teams have any interest in pursuing an opportunity.

-John
Coca-Cola
North America Operating Unit
(C) 513.638.0902

On Oct 13, 2022, at 7:19 PM, Bramley Paulin <bramleypaulin@cox.net> wrote:

John

I just want to provide clarity that the Super Bowl music festival is not located within the City of Glendale and is many miles from the stadium where the Super Bowl will be played on February 12., 2023.
If I could provide you with certainty that a legal "clear zone" does not apply to the location or to the leasing of my property, would Coca-Cola be interested in leasing my property for the duration of the music festival scheduled for February 8-12, 2023, or longer?

Exhibit 6

Bramley

On Oct 13, 2022, at 4:08 PM, John Mount
<johnmount@coca-cola.com> wrote:

We cant activate within the clean zone – given your proximity to the music fest, I am 100% certain, non-NFL partners can activate there. See the attached article

https://link.edgepilot.com/s/6bc941a5/rY6bgIc7Uk_Z4uS3Mpv44w?u=https://www.abc15.com/sports/clean-zones-will-be-in-place-for-super-bowl-around-state-farm-stadium

Classified - Confidential

From: Bramley Paulin <bramleypaulin@cox.net>
Sent: Thursday, October 13, 2022 2:02 PM
To: John Mount <johnmount@coca-cola.com>
Subject: Re: Coca-Cola - Super Bowl Music Fest 2023 in Phoenix

Hi John

My understanding of Clean Zone refers to public rights of way and or the use of the words Super Bowl & NFL. I can't find any legal prohibition of the use of private property to haven or move Powerade trucks on site to distribute Powerade products and marketing materials to the general public. Nowhere will Super Bow or NFL be used.

On Oct 13, 2022, at 10:24 AM, John Mount
<johnmount@coca-cola.com> wrote:

Received – biggest challenge is that your location is in the clean zone for the NFL which means we will receive a cease and desist letter for doing anything in that location. We will have to pass. THANK YOU for considering us. My reco is that you use your property with an official NFL sponsor.

Classified - Confidential

From: Bramley Paulin
<bramleypaulin@cox.net>
Sent: Thursday, October 13, 2022 12:03 PM
To: John Mount <johnmount@coca-cola.com>
Subject: Coca-Cola - Super Bowl Music Fest
2023 in Phoenix

ATTENTION: This email was sent from outside the company. Do not click links or open files unless you know it is safe. Forward malicious emails to phish@coca-cola.com.

Good afternoon John

As a follow up to our brief phone conversation, I am submitting this email.

I am trying to reach the person who oversees Coca-Cola's marketing and special events. As you may know, the NFL's Super Bowl will be in Phoenix in February 2023. Leading up to the Super Bowl, the NFL has several major events that will engage the public, including a multi-day music festival that will be held in downtown Phoenix's Margaret T. Hance Park. This music festival is open to the general public and will have several major named performers (the names have not yet been made public) along with other activities and vendors for the community attendees. Festival attendance is expected to exceed 1.5 million guests over multiple days.

This NFL festival surrounds my property on 3-sides. While I am not directly related with the NFL, the distance from the festival area from my property is the thickness of a chain link fence. See NFL music festival area map attached indicating the location of my site.

I would like to provide Coca-Cola's Powerade , or other brands, with this exceptional opportunity to utilize my property at this prime location to market its brands & products to the attendees during this amazing Super Bowl event. This allows Powerade to market directly to the Super Bowl crowd without being an

official Super Bowl sponsor.

Would you please provide this information to the appropriate special events person within Coca-cola so we can discuss further the specifics of this great marketing opportunity.

Please confirm your receipt of this email.

Thank you

Bramley Paulin

(602) 918-2998

bramleypaulin@cox.net

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Links contained in this email have been replaced. If you click on a link in the email above, the link will

be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

John Thorpe

From: David A Williams <david.a.williams@phoenix.gov>
Sent: Tuesday, January 24, 2023 5:38 PM
To: Bramley Paulin
Cc: John Thorpe
Subject: RE: Super Bowl - Temporary Sign Permit Applications
Attachments: 702 East Van Buren - Temporary Sign Permit Application.pdf; 1129 North 1st Street - Temporary Sign Permit Application.pdf

Hi Bramley,

It was nice to meet you and John today. Thank you for sending over the application materials. Before going any further, we need a point of clarification.

We discussed certain types of temporary signs are available via the Host Committee's use permit, we did not discuss that the Host Committee had approved the 'use' of their use permit for the sign types listed in the approved sign plan for this event. All temporary sign permits we have issued have obtained Host Committee approval. In order to move forward, you will need to provide a sign off or approval from the Host Committee to obtain a temporary sign permit made available via the HC's use permit.

Again, all temporary sign permits issued to date, have the blessing of the HC to be under their approved sign use permit. Alternatively, you can apply for your own use permit which is where you seemed to be headed when we met today. Once you obtain your own temporary event use permit, we can issue sign permits and you can have signs in support of that approved temporary use.

At this point, we cannot move ahead and accept and process your application that is based off of the Host Committee's use permit without their approval. If you need additional clarification, please let me know.

Thank you,
David

David A. Williams, AICP
Planner III - Sign Section Supervisor
City of Phoenix
602 256 4242
david.a.williams@phoenix.gov

-----Original Message-----

From: Bramley Paulin <bramleypaulin@cox.net>
Sent: Tuesday, January 24, 2023 4:01 PM
To: David A Williams <david.a.williams@phoenix.gov>
Cc: John Thorpe <jthorpe@goldwaterinstitute.org>
Subject: Super Bowl - Temporary Sign Permit Applications

David

Pursuant to our meeting this morning, please find attached the two Temporary Sign Permit Applications for the two different locations, as we discussed.

Please let me know if you need any additional information or clarification.

Exhibit 7

Thank you for your assistance in the matter.

Bramley
(602) 918-2998



VALIDATION		STAFF USE ONLY									
FEES AND CHARGES		PROJECT NUMBER - THIS MUST BE AFFIXED TO THE SIGN									
PERMIT FEE											
TOTAL											

APPLICANT: COMPLETE FORM BELOW IN BLACK INK - PLEASE PRINT

ADDRESS OF SIGN 702 EAST VAN BUREN	ZIP CODE 85006	NAME OF FIRM OR INDIVIDUAL AUSTIN STEA (ARIZONA) 7TH STREET VAN BUREN LLC	PHONE 602 918-2998
NAME OF APPLICANT BRAMLEY PAULIN	CITY PRIVILEGE LICENSE TAX NO.	ADDRESS OF APPLICANT. CITY, STATE, SUITE, ETC. 7112 NORTH 11TH DRIVE PHX 85021	PHONE 602 918-2998
ZONING DTX	ST FRONTAGE LENGTH 300'	RESPONSIBLE PERSON FOR CORRECTIONS AND VIOLATIONS BRAMLEY PAULIN	ADDRESS, CITY, STATE, SUITE, ETC. ZIP CODE 7112 NORTH 11TH DRIVE PHX 85021

IN COLUMNS BELOW DESCRIBE EACH SIGN

QTY	SIZE HEIGHT X LENGTH IN DECIMALS	HEIGHT TO TOP OF SIGN	TYPE SIGN	SQUARE FEET	TYPE CONST.	SIGN COPY OR DESCRIPTION
A	10.0 x 10.0	16'	B	100.0		CORP LOGO, PRODUCT ID
B	10.0 x 10.0	16'	B	100.0		CORP LOGO, PRODUCT ID
C	10.0 x 10.0	16'	B	100.0		CORP LOGO, PRODUCT ID
D	10.0 x 10.0	16'	B	100.0		CORP LOGO, PRODUCT ID

<p>HALF STREET: STREET NAME:</p> <p>↑ N</p> <p>SEE ATTACHED</p> <p>HALF STREET: STREET NAME:</p>	<p><input type="checkbox"/> GRAND OPENING</p> <p><input checked="" type="checkbox"/> SPECIAL EVENT 1, 2, 3, 4</p> <p><input type="checkbox"/> PENDING PERMANENT SIGN</p> <p>Refer to the INFORMATION SHEET FOR TEMPORARY SIGNAGE for applicable guidelines and special conditions.</p>
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THE OWNER AND/OR APPLICANT SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL ORDINANCES, SPECIAL STIPULATIONS, AND TIME LIMITS

Event Date: 1/25/23 to 2/19/23

Expires: _____

CERTIFICATION: I hereby certify that the data submitted on or with this application is true and correct, that I am the Owner of the property at this address or, that for the purpose of obtaining this permit approval, I am acting as agent in his or her behalf.

FINAL INSPECTIONS WILL BE CONDUCTED

SIGNATURE

1/24/23
DATE

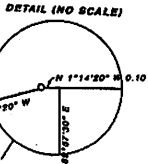
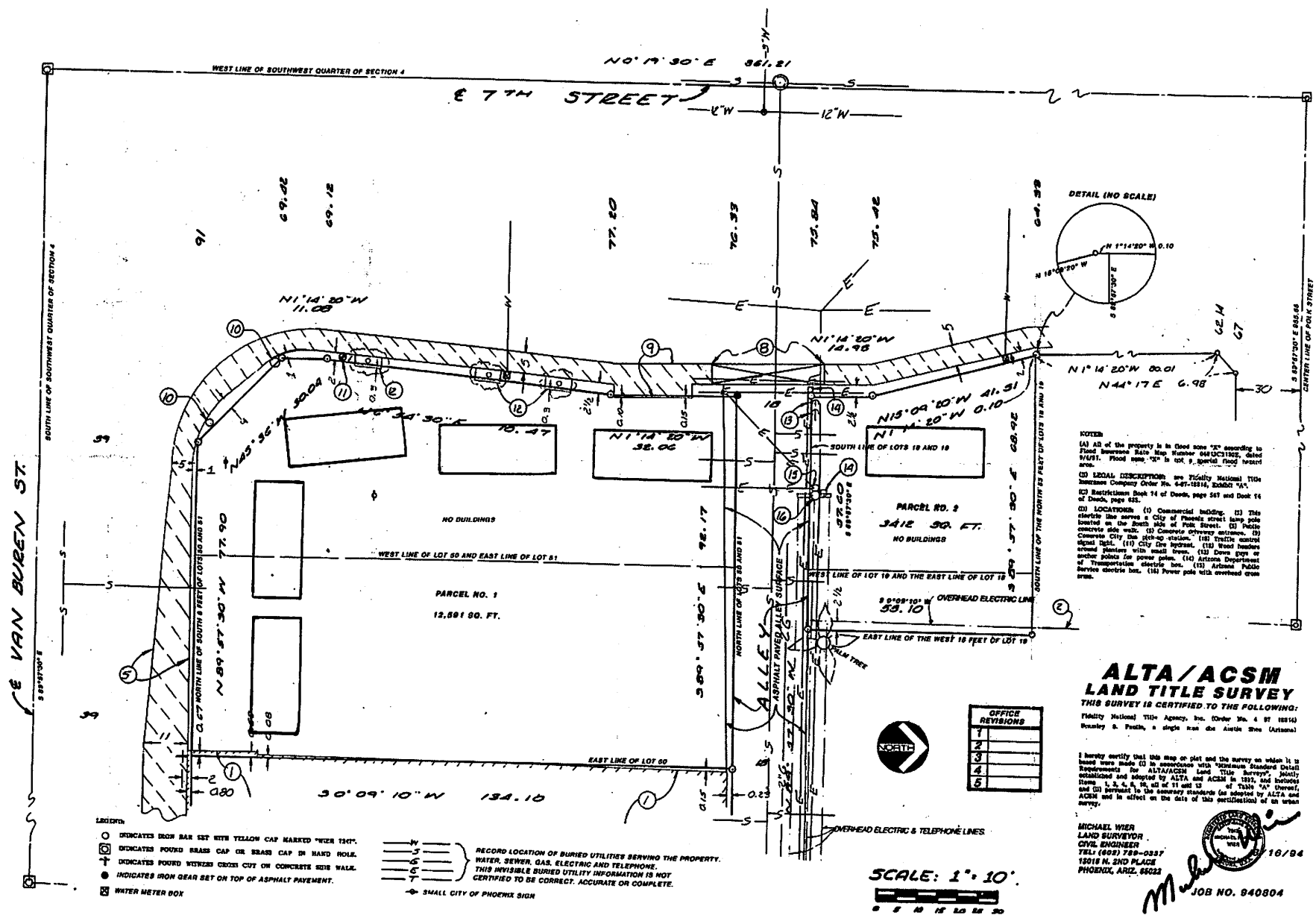
YELLOW - Customer Copy PINK - Office Copy

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702 East Van Buren Street, Phoenix, 85006

<u>QTY</u>	<u>Size HxL Feet</u>	<u>Top of Sign</u>	<u>Type Sign</u>	<u>Square Feet</u>	<u>Type Construction</u>	<u>Description</u>
E	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
F	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
G	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
H	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
I	20.0 x 80.0	80 Feet			Fabric	Corp Logo, Product ID
J	20.0 x 80.0 Not to exceed	80 Feet			Fabric	Corp Logo, Product ID

Note: All banners will be securely fastened to structures (shipping containers).
Locations of shipping containers are approximate.



NOTES

(A) All of the property is in flood zone "X" according to Flood Insurance Rate Map Number 4410C1302, dated 8/1/87. Flood zone "X" is not a special flood hazard area.

(B) LEGAL DESCRIPTIONS are Public National Title Insurance Company Order No. 4-87-10314, Book 24.

(C) Restrictions Book 54 of Deeds, page 567 and Book 14 of Deeds, page 625.

(D) LOCATIONS: (1) Commercial building, (2) The electric line serves a City of Phoenix street lamp pole located on the South side of Polk Street, (3) Public concrete side walk, (4) Concrete driveway entrance, (5) Concrete City bus stop station, (6) Traffic control signal light, (7) City line hydrant, (8) Wood hand saw under poles for power poles, (9) Arizona Department of Transportation electric line, (10) Arizona Public Service electric box, (11) Power pole with overhead cross arm.

ALTA/ACSM LAND TITLE SURVEY

THIS SURVEY IS CERTIFIED TO THE FOLLOWING:

OFFICE REVISIONS	
1	
2	
3	
4	
5	

Public National Title Agency, Inc. (Order No. 4 BT 10314) Stanley B. Patten, a single man (the Austin Shoa (Autonal

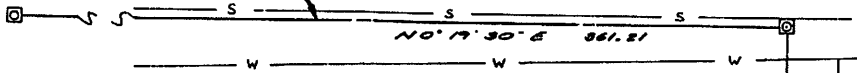
I hereby certify that this map or plat and the survey on which it is based were made (1) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" (2) as established and adopted by ALTA and ACSM in 1971, and included 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Table "A" thereof, and (3) pursuant to the necessary standards set adopted by ALTA and ACSM and in effect on the date of this certification of an ALTA survey.

MICHAEL WIER
LAND SURVEYOR
CIVIL ENGINEER
TEL: (602) 728-0227
15018 N. 2ND PLACE
PHOENIX, ARIZ. 85022

16/94

JOB NO. 940804

E 7TH STREET

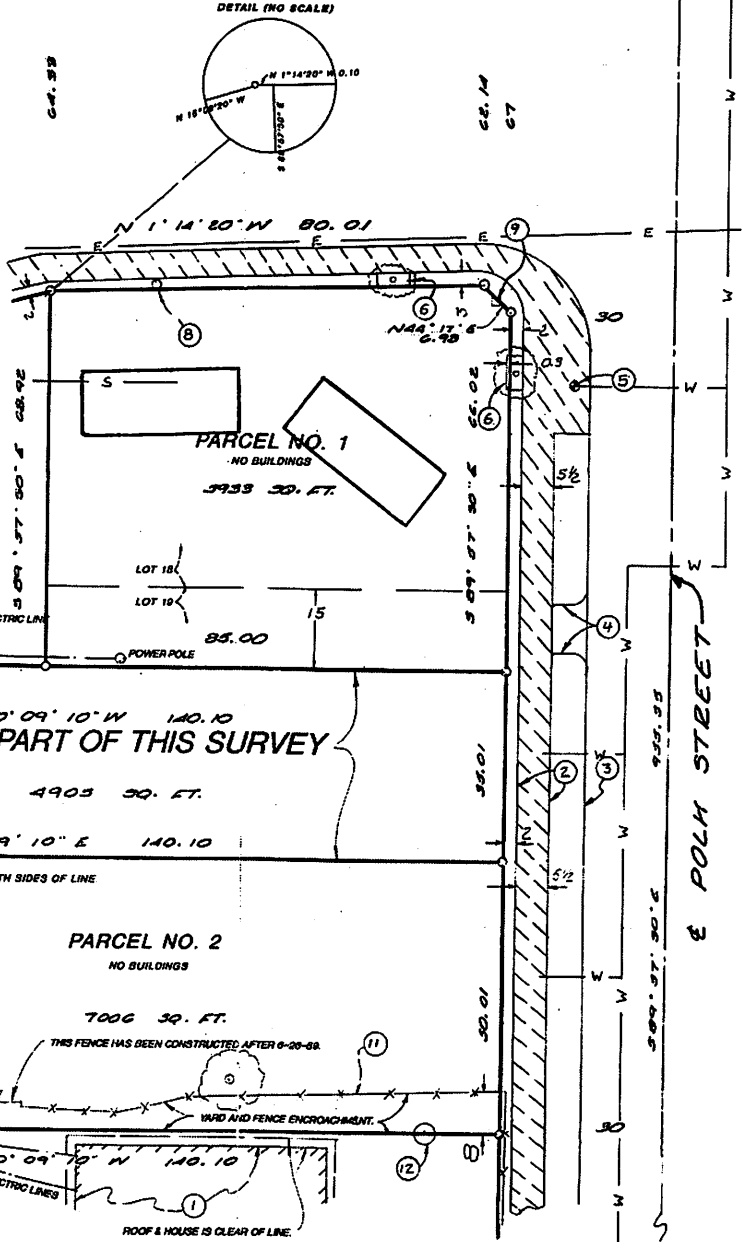


PARCEL NO. 1:
That part of Lots 18 and 19, MONTE VISTA PLACE, according to Book 1 of Maps, Page 14, records of Maricopa County, Arizona, described as follows:
BEGINNING at the Southeast corner of the West 15 feet of the North 85 feet of Lot 19;
THENCE North 89 degrees 37 minutes 10 seconds West, parallel with the North line of Lots 18 and 19, a distance of 64.92 feet to a point on the East right-of-way line of 7th Street;
THENCE North 1 degree 18 minutes 20 seconds West along said East right-of-way line, 80.01 feet to an angle point;
THENCE North 44 degrees 17 minutes 00 seconds East along said East right-of-way line, 6.98 feet to a point on the North line of Lot 18;
THENCE South 89 degrees 37 minutes 10 seconds East along the North line of Lots 18 and 19, a distance of 44.01 feet to the Northeast corner of the West 15 feet of Lot 18;
THENCE South 0 degrees 0 minutes 30 seconds West along the East line of said West 15 feet, a distance of 45 feet to the point of beginning.

PARCEL NO. 2:
Lot 20, MONTE VISTA PLACE, according to Book 3 of Maps, Page 14, records of Maricopa County, Arizona.

NOTES

- (1) One story residential house. (2) Concrete sidewalk. (3) Concrete curb and gutter. (4) Radius type concrete driveway entrance. (5) Fire hydrant. (6) Wood benches around planter for small trees. (7) Power pole with overhead cross arms. (8) Street lamp pole. (9) Road hole marked "irregular". (10) Stone fence in place. (11) Road hole marked on line. (12) True corner hole in place. See reference given in West line of power pole at 1.11 feet East of true corner.



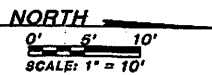
ALTA/ACSM LAND TITLE SURVEY

THIS SURVEY IS CERTIFIED TO THE FOLLOWING:
FIDELITY NATIONAL TITLE INSURANCE COMPANY,
BRANLEY S. PAULIN, LONGMINE FALLIN, AND
AUSTIN SHEA (ARIZONA) 7TH ST. AND VAN BUREN, L.L.C.

I HEREBY CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1962, AND IN ACCORDANCE WITH THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ACSM AND IN EFFORT ON THE DATE OF THIS CERTIFICATION OF AN URBAN SURVEY, AND INCLUDES THE FOLLOWING ITEMS OF TABLE "A" THEREON:
1, 3, 4, 8, 10, 11, AND 13.

TITLE NOTES

- (1) The revised subdivision plat of MONTE VISTA PLACE dedicates no easements or interests hereon that affect the property surveyed.
- (2) The property is subject to the covenants set forth in the Ordinance Enforcement and Improvement Plan recorded in District 12318, page 278 and District 12318, page 282.



ADDITIONAL ITEMS

ALL OF THE PROPERTY IS IN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP #20132Z100C, DATED 9/4/91. FLOOD ZONE "X" IS NOT A SPECIAL FLOOD HAZARD AREA.

- INDICATES IRON NAIL SET WITH YELLOW CAP MARKED "WEE TMT".
- ⊙ INDICATES Poured BRASS CAP OR BRASS CAP IN HAND HOLE.
- ⊕ INDICATES Poured WITNESS CROSS OUT ON CONCRETE SIDE WALK.
- SEE NOTE #13.

- W — RECORD LOCATION OF BURIED UTILITIES SERVING THE PROPERTY. WATER, SEWER, GAS, ELECTRIC AND TELEPHONE.
- S —
- G — THIS INVISIBLE BURIED UTILITY INFORMATION IS NOT CERTIFIED TO BE CORRECT, ACCURATE OR COMPLETE.
- E —
- T —

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Michael Wier
10/23/95


JOB #951005
MICHAEL WIER
CIVIL ENGINEER AND LAND SURVEYOR
TEL: 789-0337 FAX: 993-4822
12235 NORTH CAVE CREEK ROAD
SUITE NO. 6 PHOENIX, AZ 85022

Untitled Map

Write a description for your map.

Legend

 1129 N 1st St

 702 E Van Buren St

Google Earth

Image Landsat / Copernicus



100 ft



VALIDATION				STAFF USE ONLY																
FEES AND CHARGES				PROJECT NUMBER - THIS MUST BE AFFIXED TO THE SIGN																
PERMIT FEE																				
TOTAL				TYPE				DATE				BY								
				SIGN																

APPLICANT: COMPLETE FORM BELOW IN BLACK INK - PLEASE PRINT

ADDRESS OF SIGN 1129 NORTH 1ST STREET		ZIP CODE 85004	NAME OF FIRM OR INDIVIDUAL CULVER PARK - 1129 NORTH FIRST STREET LLC		PHONE
NAME OF APPLICANT BRAMLEY PAULIN		CITY PRIVILEGE LICENSE TAX NO.	ADDRESS OF APPLICANT. CITY, STATE, SUITE, ETC. 7112 NORTH 11TH DRIVE, PHX 85021		PHONE 602 918-2998
ZONING DTC	ST FRONTAGE LENGTH 170	RESPONSIBLE PERSON FOR CORRECTIONS AND VIOLATIONS BRAMLEY PAULIN		ADDRESS, CITY, STATE, SUITE, ETC. 7112 NORTH 11TH DRIVE, PHX 85021	PHONE 602 918-2998

IN COLUMNS BELOW DESCRIBE EACH SIGN

QTY	SIZE HEIGHT X LENGTH IN DECIMALS	HEIGHT TO TOP OF SIGN	TYPE SIGN	SQUARE FEET	TYPE CONST.	SIGN COPY OR DESCRIPTION
A	100.0 x 100.0	20.0	B	100.0		CORP LOGO, PRODUCT ID
B	100.0 x 100.0	20.0	B	100.0		CORP LOGO, PRODUCT ID
C	100.0 x 100.0	20.0	B	100.0		CORP LOGO, PRODUCT ID
D	100.0 x 100.0	20.0	B	100.0		CORP LOGO, PRODUCT ID

<p>HALF STREET: STREET NAME:</p> <div style="border: 1px dashed black; padding: 20px; text-align: center;"> <p>SEE ATTACHED</p> </div> <p>HALF STREET: STREET NAME:</p>	<p><input type="checkbox"/> GRAND OPENING</p> <p><input checked="" type="checkbox"/> SPECIAL EVENT 1, 2, 3, 4</p> <p><input type="checkbox"/> PENDING PERMANENT SIGN</p> <p>Refer to the <u>INFORMATION SHEET FOR</u> <u>TEMPORARY SIGNAGE</u> for applicable guidelines and special conditions.</p>
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THE OWNER AND/OR APPLICANT SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL ORDINANCES, SPECIAL STIPULATIONS, AND TIME LIMITS

Event Date: 1/25/23 to 2/19/23
Expires: _____

CERTIFICATION: I hereby certify that the data submitted on or with this application is true and correct, that I am the Owner of the property at this address or, that for the purpose of obtaining this permit approval, I am acting as agent in his or her behalf.

SIGNATURE: _____ DATE: 1/24/23

FINAL INSPECTIONS WILL BE CONDUCTED

YELLOW - Customer Copy PINK - Office Copy

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1129 North 1st Street, Phoenix 85004

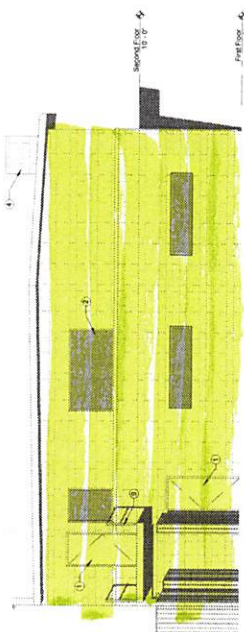
<u>QTY</u>	<u>Size HxL Feet</u>	<u>Top of Sign</u>	<u>Type Sign</u>	<u>Square Feet</u>	<u>Type Construction</u>	<u>Description</u>
E	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
F	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
G	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
H	10.0 x 10.0	20 Feet	Banner	100.0	Fabric	Corp Logo, Product ID
I	20.0 x 80.0 Not to exceed	80 Feet			Fabric	Corp Logo, Product ID

Note: All banners will be securely fastened to the building.
There are multiple banners spaced per each building elevation
Banners are a minimum of 8-feet above grade

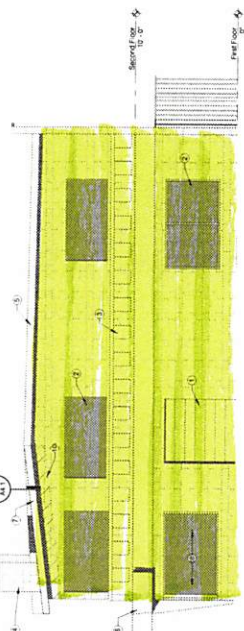
- SHEET KEYED NOTES**
- EXISTING DOOR
 - EXISTING WINDOW
 - EXISTING DECORATIVE WALL
 - EXISTING WALL
 - EXISTING ROOF
 - EXISTING CLADDING
 - NEW ROOF/POOF
 - EXISTING RECEIVING DECK WITH RAILING
 - NEW TOP RAIL PER STRUCTURAL SHEETS

1111 West University
 Suite 111
 Phoenix, AZ 85018
 480.548.5171

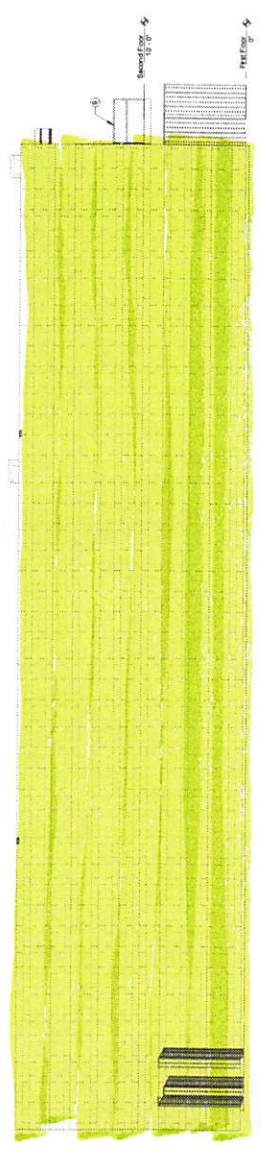
This drawing is the property of Synetic Design Incorporated 688 W 1st Street Suite #11 Tempus Art 85281 AZ 85018. This drawing is limited to the original use for which it was prepared. Changes, reproductions, or assigning to any third party of the drawing for any other use is prohibited without written consent of Synetic Design Incorporated. © 2015



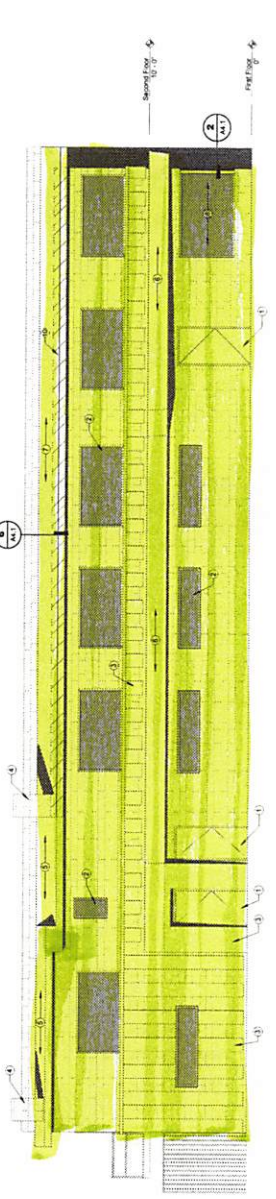
4 WEST ELEVATION
 3/16" = 1'-0"



3 EAST ELEVATION
 3/16" = 1'-0"

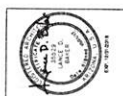


2 SOUTH ELEVATION
 3/16" = 1'-0"



1 NORTH ELEVATION
 3/16" = 1'-0"

1129 NORTH 1ST STREET
 PHOENIX, ARIZONA 85004



REVISED	DATE	BY

Project: C04
 Drawn By: MAM
 Revised By: LCB
 3D0 Project No: 3818
 Date: 10/11/2017

Sheet
A3.1
 EXTERIOR ELEVATIONS

1. SUBJECT TO RESERVATIONS CONTAINED IN THE PLAT AND THE UNITED STATES OF AMERICA BEARING AS FOLLOWS: SUBJECT TO ANY DEEDS AND ACQUIRED WATER RIGHTS FOR MINING, AGRICULTURAL, PASTURE, OR OTHER PURPOSES, AND RIGHTS TO OIL AND GAS RIGHTS AND RIGHTS IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE ACQUIRED AND ACKNOWLEDGED BY THE LOCAL CUSTOM, USAGES AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE UNITED STATES OF AMERICA TO EXTRACT AND REMOVE OIL AND GAS THEREFROM, SHOULD THE SAME BE FOUND TO EXIST ON OR ADJACENT TO THE PROPERTY HEREBY GRANTED, AS PROVIDED BY LAW.

2. SUBJECT TO EASEMENTS AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF (A) EXISTING INTERESTS WITHIN THE JURISDICTION OF THE SAID STATES PRINCIPAL AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP IN THE COND. JURISDICTION IN THE SELF-GOVERNING WATER RIGHT ASSOCIATION OF ARIZONA CORPORATION AND (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE REGISTRATION LAW OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND.

3. SUBJECT TO RESTRICTIONS, CONDITIONS AND COVENANTS IMPLICATING TRANSFER AND PERFORMANCE INDICATING ANY RESTRICTIONS, LIMITATIONS OR INFORMATION BASED ON RAIL, COLOR, SECTION, DISTRICT, PARCEL STATUS OR NATIONAL ORIGIN CONTAINED IN ANY INSTRUMENT RECORDED BY BOOK 26, 27, 28, 29, 30, 31, 32 AND 33, PARAGRAPHS 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000.

4. SUBJECT TO WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT KNOWN BY THE PUBLIC RECORDS.

5. THERE ARE NO ENCUMBRANCES OR CLAIMS RECORDED AGAINST THE SUBJECT PROPERTY AND ANY ENCUMBRANCE PUBLIC RIGHT (P.R.) (S).

6. THE DIMENSIONS OF LOTS 7 AND 8 ARE APPROXIMATE TO OBTAIN BY MEASUREMENT AT RIGHT ANGLES TO THE ADJACENT BUILDING CORNERS.

7. THIS PROPERTY WAS CONVEYED TO THE STATE OF ARIZONA BY INSTRUMENT RECORDED IN BOOK 26, PAGE 94, DATED JANUARY 25, 1978.

8. THE FEDERAL LAND CHANGE ACT OF 1938, 48 U.S.C. 1301-1307, AUTHORITY THEREUNDER AND ANY REGULATIONS THEREUNDER, AS APPLIED TO THIS PROPERTY BY INSTRUMENT RECORDED IN BOOK 26, PAGE 94, DATED JANUARY 25, 1978.

9. THE RIGHT TO PROPERTY UNDER FEDERAL LAW HAS BEEN ASSIGNED TO THE STATE OF ARIZONA BY INSTRUMENT RECORDED IN BOOK 26, PAGE 94, DATED JANUARY 25, 1978.

10. THIS STATE IS A STATE OF INFORMATION CONTAINED HEREIN IS SUBJECT TO THE FEDERAL LAND CHANGE ACT OF 1938, 48 U.S.C. 1301-1307, AUTHORITY THEREUNDER AND ANY REGULATIONS THEREUNDER, AS APPLIED TO THIS PROPERTY BY INSTRUMENT RECORDED IN BOOK 26, PAGE 94, DATED JANUARY 25, 1978.

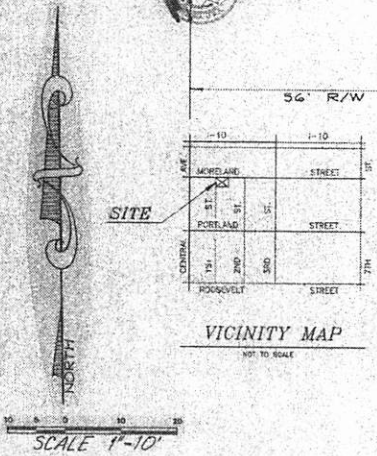
LEGAL DESCRIPTION:
 LOTS 7 AND 8, BLOCK 5, EVERGREEN PLACE, ACCORDING TO BOOK 3 OF MAPS, PAGE 16, M.C.R. BEING A PORTION OF THE NE 1/4 OF SEC. 5, T. 1 N., R. 3 E., OF THE G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA.

AREA:
 13.296 SQUARE FEET / 0.303 ACRES

CONTINGENT:
 TO JOSEPH NATIONAL TITLE INSURANCE COMPANY

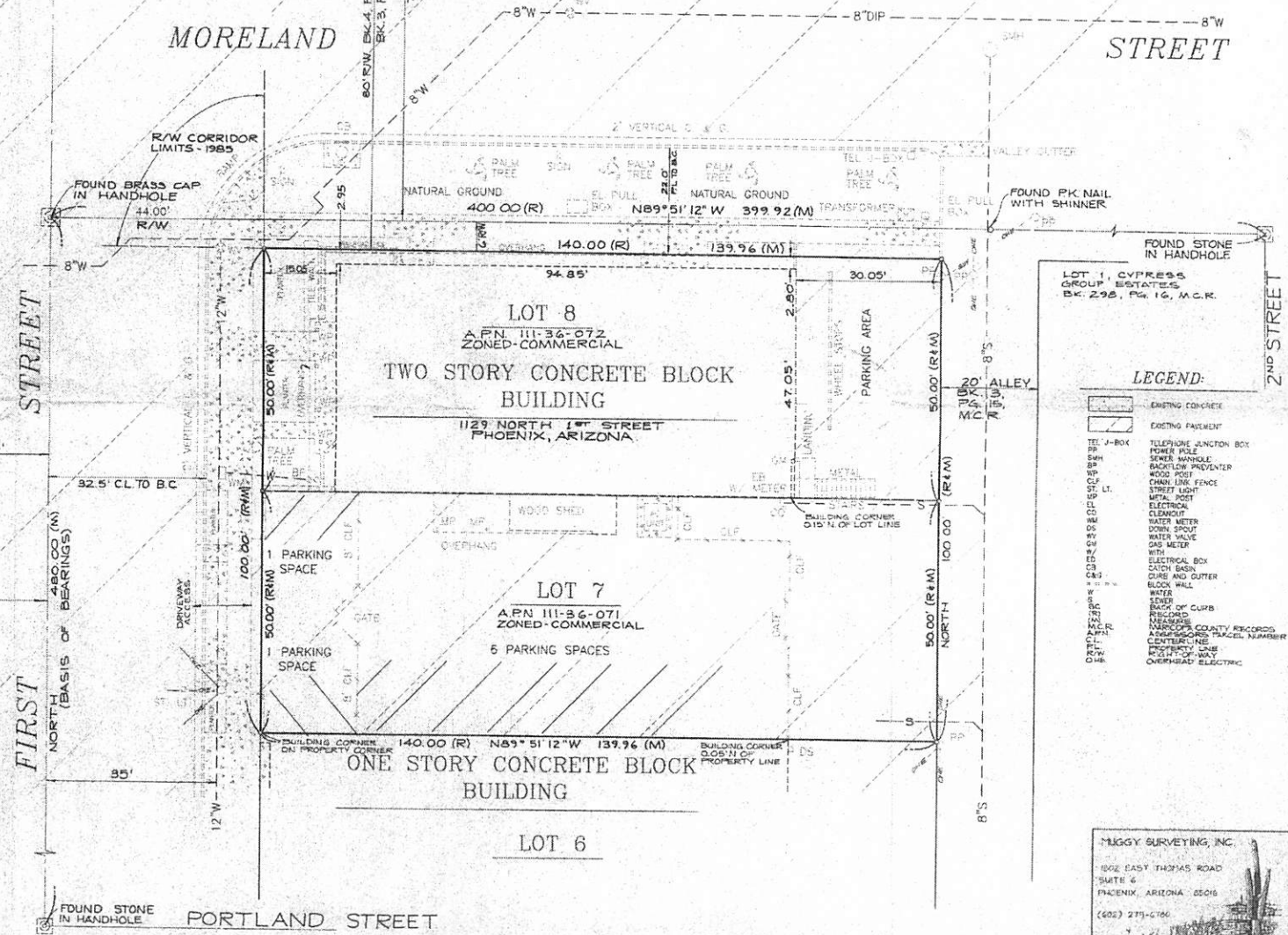
THIS IS TO CERTIFY THAT THIS MAP WAS MADE BY THE SURVEYOR ON WHICH IT IS BASED FROM A TRUE AND ACCURATE MEASUREMENT OF THE DISTANCE AND BEARINGS OF THE LINES AND CORNERS OF THE PLAT AND THAT THE PLAT IS CORRECTLY Laid out AND ACCORDING TO THE REQUIREMENTS OF THE PLAT ACT AND THE SURVEYOR'S OATH AND IS SUBJECT TO THE FEDERAL LAND CHANGE ACT OF 1938, 48 U.S.C. 1301-1307, AUTHORITY THEREUNDER AND ANY REGULATIONS THEREUNDER, AS APPLIED TO THIS PROPERTY BY INSTRUMENT RECORDED IN BOOK 26, PAGE 94, DATED JANUARY 25, 1978.

DATE: 10/15/2010
 SURVEYOR: M. J. MCGY



ALTA/ACSM LAND TITLE SURVEY

LOTS 7 & 8, BLOCK 5, EVERGREEN PLACE
 BK. 3, PG. 16, M.C.R. BEING A PORTION OF
 THE NE 1/4 OF SEC. 5, T. 1 N., R. 3 E., OF THE
 G. & S. R. B. & M., MARICOPA COUNTY, ARIZONA.



LEGEND:

(Symbol)	EXISTING CONCRETE
(Symbol)	EXISTING PAVEMENT
(Symbol)	TELEPHONE JUNCTION BOX
(Symbol)	POWER POLE
(Symbol)	SEWER MANHOLE
(Symbol)	BACKFLOW PREVENTER
(Symbol)	WOOD POST
(Symbol)	CHAIN LINK FENCE
(Symbol)	STREET LIGHT
(Symbol)	METAL POST
(Symbol)	ELECTRICAL CLEANOUT
(Symbol)	WATER METER
(Symbol)	DRAIN SPOUT
(Symbol)	WATER VALVE
(Symbol)	GAS METER
(Symbol)	W/ WITH
(Symbol)	ELECTRICAL BOX
(Symbol)	CATCH BASIN
(Symbol)	DIRT AND CUTTER
(Symbol)	BLOCK WALL
(Symbol)	WATER SEWER
(Symbol)	BACK OF CURB
(Symbol)	REGRIND
(Symbol)	MESSIAH
(Symbol)	ADJACENT COUNTY RECORDS
(Symbol)	ADJACENT PARCEL NUMBER
(Symbol)	CENTERLINE
(Symbol)	PROPERTY LINE
(Symbol)	OFFSET OF WAY
(Symbol)	OVERHEAD ELECTRIC

MCGY SURVEYING, INC.
 1806 EAST THOMAS ROAD
 SUITE 4
 PHOENIX, ARIZONA 85016
 (602) 275-6700

Untitled Map

Write a description for your map.

Legend
📍 1129 N 1st St



1129 N 1st St

Google Earth

Image Landsat / Copernicus



90 ft

RESOLUTION 22095

A RESOLUTION DECLARING 2023 NATIONAL FOOTBALL LEAGUE (NFL) SUPER BOWL ACTIVITIES HELD IN DOWNTOWN PHOENIX AS SPECIAL PROMOTIONAL AND CIVIC EVENTS.

WHEREAS, the City Council adopted Resolution 22073 and declared that for the three-week period before the National Football League (NFL) 2023 Super Bowl (Super Bowl LVII) on Sunday, February 12, 2023 and the one-week period after Super Bowl LVII, all official NFL events and other NFL and Arizona Super Bowl Host Committee-sanctioned activities that are held in the Special Promotional and Civic Event Area in downtown Phoenix will be considered special promotional and civic events for the purposes of the Phoenix Zoning Ordinance.

WHEREAS, it is anticipated that certain events and activities related to Super Bowl LVII will take place in downtown Phoenix in the weeks before and after the event. These events and activities will bring significant revenue and media exposure to the City of Phoenix during the event period. Phoenix Zoning Ordinance, Section 705.F.1.b, provides that advertising devices otherwise prohibited by the Zoning Ordinance may be erected in the Special Promotional and Civic Area, subject to a use permit. By declaring the NFL and the Arizona Super Bowl Host Committee sanctioned

activities as special promotional and civic events, the Resolution allows the NFL, the NFL-approved sponsors, and the Arizona Super Bowl Host Committee to advertise official events in the Promotional and Civic Event Area by use of signs, banners, and similar devices. This action will not impact any existing permitted permanent signs in downtown.

WHEREAS, Resolution 22073 must be superseded and replaced with this Resolution to better align with the use permit approval process.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. Resolution 22073 adopted by the City Council on October 12, 2022 is superseded by this Resolution.

SECTION 2. For the three-week period before the Super Bowl LVII event and the one week after Super Bowl LVII, all official events and other NFL-sanctioned activities that are held in the Special Promotional and Civic Event Area will be considered special promotional or civic events and are hereby declared to be “special promotional event” as that term is used in the Phoenix Zoning Ordinance section 705, subsection F, paragraph 1, subparagraph b.

PASSED by the Council of the City of Phoenix this 25th day of January, 2023.

MAYOR

ATTEST:

Denise Archibald, City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

BY: 

Deryck R. Lavelle, Chief Counsel

pml

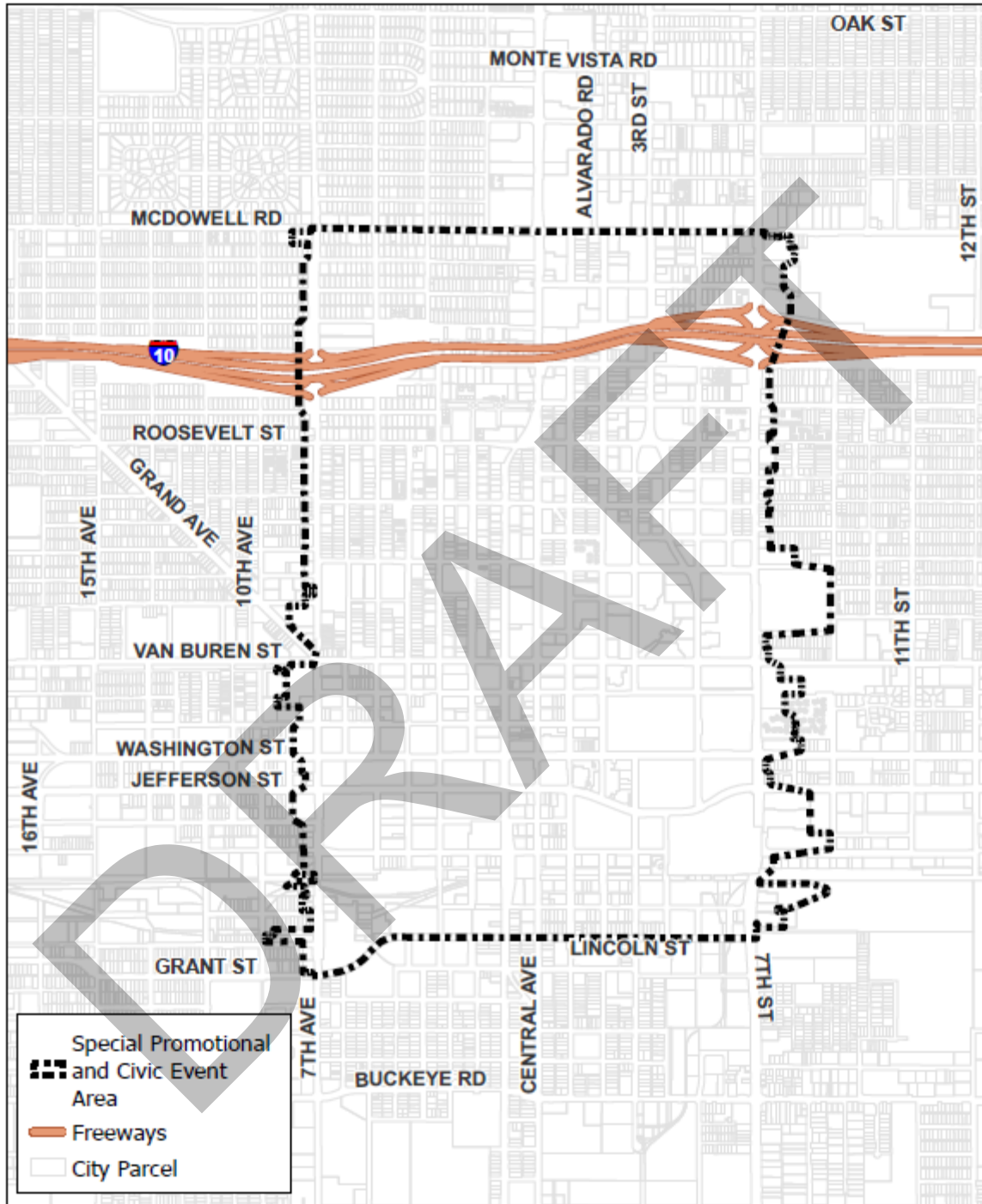
REVIEWED BY:

Jeffrey Barton, City Manager

PML:am:(LF23-0101):1-25-23:2357577_1.doc

DRAFT

Special Promotional and Civic Event Area



Path: M:\Projects\Special_Promotional_and_Civic_Event_Area\Special_Promotional_and_Civic_Event_Area.aprx