

1 **BILL NO. 2022-10**

2 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE TO AMEND VARIOUS SECTIONS OF LVMC CHAPTER 11.68 TO UPDATE  
4 PROVISIONS GOVERNING STREET PERFORMERS AND OTHER ACTIVITIES WITHIN THE  
PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: Jorge Cervantes, City Manager

Summary: Amends various sections of LVMC  
Chapter 11.68 to update provisions governing  
street performers and other activities within the  
Pedestrian Mall.

6  
7  
8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS  
9 FOLLOWS:

10 SECTION 1: Title 11, Chapter 68, Section 10, of the Municipal Code of the City of Las  
11 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12 **11.68.010:** (A) In connection with the adoption of LVMC Chapter 11.68 in 1995, the City Council  
13 made the following findings: That there has been a progressive decline in the economic growth and vitality  
14 of businesses located in the central business district of the City which is attributable to the decrease in tourists  
15 and other visitors to the central business district, that a special effort is needed on the part of the City to create  
16 new jobs, maintain existing employment opportunities, attract new businesses, tourists and visitors to the  
17 central business district and thereby restore the economic growth and vitality thereof and that the closure of  
18 certain streets or parts thereof to vehicular traffic and the creation of a Pedestrian Mall for the movement,  
19 safety, convenience, enjoyment, entertainment, recreation and relaxation of pedestrians is in the best interest  
20 of the City and beneficial to the owners of adjacent property and the businesses located in the central business  
21 district.

22 (B) The Council incorporates and makes the same findings in connection with the  
23 readoption of this Chapter in 2006 and subsequent amendments thereto.

24 (C) In 1995, the City Council further found, and continues to find, that it is in the best  
25 interest of the public to select and contract with a private operating entity for the acquisition, construction,  
26 improvement, operation, management or maintenance of the Pedestrian Mall.

1 (D) Since the creation of the Pedestrian Mall, the City has enacted various ordinances  
2 attempting to maintain the Pedestrian Mall's principal purpose, which is to serve as an economic and  
3 entertainment venue that will enhance the historical central business district. Prior to the Mall's creation, the  
4 former Fremont Street area had become known as unseemly and crime ridden, with tourists and businesses  
5 leaving the area for a safer and more hospitable environment. The Pedestrian Mall was created to reverse  
6 that declining environment, and provide a safe and enjoyable entertainment experience to attract tourism and  
7 thereby support surrounding economic growth.

8 (E) Over the years, the City has amended its ordinances endeavoring to facilitate and  
9 enhance the Mall's purpose. Most recently, in 2011, the City and the American Civil Liberties Union of  
10 Nevada settled a long-standing lawsuit concerning expressive activities within the Mall. Specifically, the  
11 City, Fremont Street Experience, LLC and the ACLU endeavored to jointly reach a compromise as to various  
12 ordinance amendments to address what types of restrictions upon expressive activity would be appropriate.  
13 Although those amendments were created by a cooperative effort and ultimately adopted, it was understood  
14 and expressly discussed before the City Council that those amendments and restrictions may not be adequate  
15 to address public safety and preservation of the Mall's purpose, considering its unique environment. The City  
16 would test the effectiveness of those ordinance amendments to determine whether additional or lesser  
17 restrictions were warranted.

18 (F) [Since] After those 2011 amendments, the Mall's environment and function [has]  
19 deteriorated. The 2011 amendments principally imposed various distance restrictions from specific uses  
20 where expressive activity could occur. However, considering the Pedestrian Mall's congested nature, [it  
21 appears that] the distance restrictions [have] created uncertainty among the general public and thus [have]  
22 led to confusion as well as in-fighting as to where expressive activity may or may not occur. Indeed, the  
23 environment of the Pedestrian Mall [has become] became such that certain persons or groups [have]  
24 attempted to monopolize certain locations, [have been] and were the recipients of threats and other forms of  
25 intimidation in an attempt to control certain areas where expressive activity [is presently] was allowed.  
26 Unfortunately, the 2011 amendments [have] facilitated an inhospitable environment that [is] was

1 incompatible with the Mall’s entertainment and commercial purposes, and [has] further resulted in a  
2 deterioration of public safety and well-being.

3 (G) Considering the confusion as to where expressive activity [is] was appropriate,  
4 particularly activity engaged in by street performers, and to combat infighting and competition for the most  
5 desirable locations, to enhance access for all desired users of the Mall, including those seeking to engage in  
6 expressive activity, the City [determines] determined in 2015 that it [is] was necessary and appropriate to  
7 create designated areas for the activities of street performers during peak hours of the Mall’s usage and to  
8 further ensure that no one is permitted to monopolize or use those locations to the exclusion of others.

9 (H) Since enactment of the 2015 amendments, changes within the Pedestrian Mall  
10 environment have necessitated additional amendments to this Chapter. Specifically, the Pedestrian Mall has  
11 seen a significant increase in foot traffic during certain hours, necessitating an increase in the time periods  
12 during which certain restrictions are effective on the Pedestrian Mall. In addition, there is overwhelming  
13 evidence that certain street performers are being excluded from what are perceived as more desirable  
14 performance locations by other street performers who are engaging in fraudulent activity during a lottery  
15 process. Such activity includes the creation of hundreds of phantom or duplicate online accounts, as well as  
16 the sale and bartering of performance location permits, which the City has been unable to prevent. The City  
17 has additionally encountered the following undesirable activities on the Pedestrian Mall: (1) subterfuge by  
18 street performers hoping to avoid enforcement of the 2015 amendments; (2) fraud; (3) inviting pedestrians  
19 to unwittingly participate in performances that present a risk to their own physical safety; and (4) continued  
20 interference with stage performances that are sponsored by The Fremont Street Experience Limited Liability  
21 Company.

22 (I) Also since the enactment of the 2015 amendments, street performers have often used  
23 amplified sound in their performances, regardless of whether the amplified sound is integral to the  
24 performance, and often competing with one another by amplified volume on an escalating basis, resulting in  
25 “sound wars” between street performers that have made the Pedestrian Mall environment aesthetically  
26 unpleasant. Many street performers feel compelled to increase the volume of their amplifiers out of fear that

1 their performance will be drowned out by another competing street performer. Attempts to enforce the  
2 existing decibel and distance limits have proven ineffective to prevent these particular instances. As such,  
3 there has become a need to place distance separations between street performers who use amplified sound in  
4 their performances.

5 [(I)] (J) The principal motivation of many, and perhaps all, of the street performers on the  
6 Pedestrian Mall is pecuniary. Such performers seek gratuities in an environment coveted for its sizeable foot  
7 traffic, and their livelihood comes, wholly or in part, from gratuities received while performing on the  
8 Pedestrian Mall. Many of those street performers have been frustrated by the lack of professionalism among  
9 other street performers which, in turn, has made it more difficult for street performers to perform on the  
10 Pedestrian Mall. As such, it is in the best interests of the City, street performers, and the public to reserve  
11 certain designated locations in a manner that incentivizes and rewards good conduct and professionalism  
12 among street performers within the Pedestrian Mall.

13 [(J)] (K) Accordingly, the City Council hereby adopts the amendments contained in the  
14 [2015] 2022 ordinance codified in part in this [Subsection (Ordinance No. 6462)] Section (Ordinance No.  
15 \_\_\_\_\_) to impose reasonable time, place and manner restrictions within the Pedestrian Mall.

16 SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las  
17 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

18 **11.68.020:** As used in this Chapter:

19 “Assigned time period” means a period of time within the specified time frame that has been allotted  
20 for use by street performers at a particular designated location.

21 “Celestial vault lightshow” is the display of computer-generated electronic images on the ceiling of  
22 the celestial vault constructed above Fremont Street and the various light and sound effects accompanying  
23 such images.

24 “Commercial photography, filming or videotaping” means photography, filming or videotaping for  
25 commercial purposes and does not include photography, filming or videotaping engaged in for personal use  
26 or for news reporting purposes.

1 “Designated location” means an area that has been set aside or designated in accordance with Section  
2 11.68.108 for use by street performers during the specified time frame.

3 “Display vehicles” are those vehicles brought into the Pedestrian Mall for purposes of display to the  
4 public, and not for the primary purpose of transporting persons or property.

5 “Emergency vehicles” are those motorized devices in, upon or by which any person or property is or  
6 may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles,  
7 motorcycles and mopeds.

8 “Expressive activity” means any demonstration, speech, proselytizing, leafleting, distribution of  
9 message-bearing merchandise or other activity that is deemed to be expressive and thereby entitled to  
10 protection under the United States Constitution or the Nevada Constitution. A performance by a street  
11 performer that might be characterized as consisting of or containing expressive activity shall be subject to  
12 and governed by the provisions of this Chapter that pertain to street performers, notwithstanding any overlap  
13 regarding expressive activity.

14 “Exterior building improvements” means the building facades, marquees, overhangs, recessed  
15 entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building  
16 illumination and audible effects or devices.

17 “Integral and indispensable,” with respect to a street performer’s performance, refers to an item, thing  
18 or activity that is necessary to the performance such that the performance cannot be undertaken without it.  
19 The term does not include items of furniture as they are commonly understood, including chairs.

20 “Leafleting” means the act of distributing to any passersby in a continuous or repetitive manner any  
21 printed, written or graphic materials, whether commercial or noncommercial in content.

22 “Maintenance vehicles” are those vehicles owned or operated by the City of Las Vegas, as well as  
23 vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the  
24 purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

25 “Mall vending” is the distribution, display or sale, or any combination thereof, of consumer goods  
26 or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar

1 structure designed for such purpose.

2 “Management agreement” means that agreement executed between The Fremont Street Experience  
3 Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation,  
4 management or maintenance of the Pedestrian Mall.

5 “Message-bearing merchandise” means products bearing a message that is:

6 (1) A permanent part of the product to which it is affixed and is readable or recognizable  
7 from a reasonable distance;

8 (2) Inextricably intertwined with the purpose and activities of the distributor of the  
9 product or the person or entity whom the distributor represents; and

10 (3) A conspicuous political, religious, philosophical or ideological message having  
11 intellectual content that is informative of the purpose of the distributor or the person or entity whom the  
12 distributor represents.

13 “Motorized vehicles” are those motorized devices in, upon or by which any person or property is or  
14 may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles,  
15 motorcycles and mopeds.

16 “Parade” is a group of persons with or without animals or vehicles in a public procession or march  
17 and does not include a procession or march in connection with a special event or mall entertainment.

18 “Pedestrian Mall Act” refers to NRS 268.810 through 268.823.

19 “Solicitation” has the meaning ascribed to it by LVMC 10.44.010(A).

20 “Solicitation by coercion” has the meaning ascribed to it by LVMC 10.44.010.

21 “Special events” include festivals, sporting events, exhibitions, entertainment and similar activities  
22 which are not offered on a continuous basis, whether or not members of the public pay an admission or  
23 entrance fee to be spectators or participants.

24 “Special permit vehicles” are those vehicles authorized by The Fremont Street Limited Experience  
25 Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

26 “Specified time frame” means the period between [three] two o’clock p.m. on any particular day and

1 [one] two o'clock a.m. the following morning.

2 ["Sponsored concert" means a concert or performance that is provided by or on behalf of The  
3 Fremont Street Limited Liability Company and takes place on one of the permanent stage structures within  
4 the Pedestrian Mall.]

5 "Street performer" means a person who, upon any surface designated as part of the Pedestrian Mall,  
6 engages in any form of performing art, including but not limited to posing, acting, dancing or miming,  
7 whether in costume or not; the playing of any musical instrument, singing or vocalizing, with or without  
8 accompaniment, where the performing art is not provided by or on behalf of The Fremont Street Limited  
9 Liability Company. The term "street performer" includes persons commonly referred to as "buskers" or those  
10 who engage in "busking" activities[.], and also includes any person who, by any device, subterfuge or  
11 pretense, seeks to avoid application of the provisions of this Chapter that pertain to street performers.

12 SECTION 3: Title 11, Chapter 68, Section 70, of the Municipal Code of the City of Las  
13 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **11.68.070:** Notwithstanding any other provisions of the Las Vegas Municipal Code, and in accordance  
15 with the provisions of the Pedestrian Mall Act, the City Council delegates to The Fremont Street Experience  
16 Limited Liability Company authority to control and regulate within the Pedestrian Mall the following:

17 (A) The distribution and location of movable furniture, sculpture, devices to control  
18 pedestrian traffic, landscaping and other facilities that are incidental to the Pedestrian Mall;

19 (B) The uses to be permitted or restricted on the Pedestrian Mall by occupants of  
20 abutting property, utilities (provided such is not in conflict with the rights granted under any franchise  
21 agreement), concessionaires, vendors, newspaper vending machines and others to serve the convenience and  
22 enjoyment of pedestrians, and the location of such uses;

23 (C) The raising of revenue through the imposition of a fee for the use of all or a portion  
24 of the Pedestrian Mall for special events, commerce or activities to offset the cost of operating and  
25 maintaining the Pedestrian Mall;

26 (D) The use of the Pedestrian Mall for advertising purposes and the charging of a fee in

1 connection therewith;

2 (E) The operation of any lighting, heating or other facilities in the Pedestrian Mall;

3 (F) The replacement of any landscaping and maintenance of the furniture and facilities  
4 in the Pedestrian Mall;

5 (G) The access to all or part of the Pedestrian Mall by the public and closure of the  
6 Pedestrian Mall to the public for purposes of special events or activities for limited periods of time;

7 (H) Other activities, actions or conduct to promote the best interests of the public and  
8 carry out the provision of the Pedestrian Mall Act.

9 The authority delegated herein shall be subject to the City's police power, the provisions of the management  
10 agreement and the other provisions of this Chapter and shall not be construed in derogation of the  
11 constitutional or statutory rights of any person.

12 SECTION 4: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las  
13 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **11.68.100:** (A) The following are prohibited within the Pedestrian Mall:

15 (1) Parades;

16 (2) Sleeping or camping;

17 (3) Littering;

18 (4) Sexually oriented businesses as described in Section 19.12.070; and

19 (5) Feeding birds.

20 (B) The following are prohibited within the Pedestrian Mall, except under the conditions  
21 stated:

22 (1) Animals, unless used in connection with a mall activity authorized by The  
23 Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or  
24 aurally impaired;

25 (2) Mall vending, special events or other commercial activities, including  
26 without limitation engaging in sales of products, services, investments, or items of real or personal property,

1 unless such activities are conducted by, [or] on behalf of, or with the consent of The Fremont Street  
2 Experience Limited Liability Company;

3 (3) The use of unicycles, bicycles and other types of cycles, scooters,  
4 skateboards, roller skates, in-line skates, hula hoops larger than four feet in diameter, and shopping carts,  
5 except as authorized by The Fremont Street Experience Limited Liability Company in connection with  
6 special events and mall entertainment;

7 (4) The placement of any cart, wagon, table, rack, chair, box, cloth, stand,  
8 booth, container, structure or other object within the Pedestrian Mall, except:

9 (a) As conducted by or on behalf of The Fremont Street Experience  
10 Limited Liability Company; or

11 (b) As specifically allowed under Sections 11.68.105 and 11.68.107;

12 (5) Amplified sound which originates from within the Pedestrian Mall or from  
13 properties or businesses abutting the boundaries of the Pedestrian Mall, except where conducted by or on  
14 behalf of The Fremont Street Experience Limited Liability Company or as permitted under Section  
15 11.68.107;

16 (6) The launching or throwing of projectiles or other objects into or through the  
17 air, except in connection with events that are conducted by or on behalf of The Fremont Street Experience  
18 Limited Liability Company;

19 (7) Entertainment and related services for which a fee is charged, either before  
20 or after the entertainment and related services are performed, except in connection with events that are  
21 conducted by, [or] on behalf of, or with the consent of The Fremont Street Experience Limited Liability  
22 Company;

23 (8) The distribution of food, beverage or tobacco items, except in connection  
24 with events that are conducted by, [or] on behalf of, or with the consent of The Fremont Street Experience  
25 Limited Liability Company;

26 (9) Commercial photography, filming or videotaping, except in connection with

1 events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

2 (10) Lying or sitting on the ground, except:

3 (a) In cases of emergency;

4 (b) As approved in connection with events that are conducted by or on  
5 behalf of The Fremont Street Experience Limited Liability Company; or

6 (c) By a street performer as part of a performance authorized under  
7 Section 11.68.107;

8 (11) Open flames, except in connection with events that are conducted by or on  
9 behalf of The Fremont Street Experience Limited Liability Company; [or] and

10 (12) Any generator of any sort or any lead acid battery, except in connection with  
11 events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company. The  
12 prohibitions contained in this Paragraph (12) do not apply to any battery or power source that is contained  
13 within and integral to a commercially manufactured appliance or speaker system unless the battery or power  
14 source has been found to be in violation of applicable Fire Code regulations.

15 SECTION 5: Title 11, Chapter 68, Section 103, of the Municipal Code of the City of Las  
16 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

17 **11.68.103:** (A) Solicitation by coercion is prohibited within the Pedestrian Mall.

18 (B) Any other solicitation is prohibited at all times within the Pedestrian Mall at the  
19 following locations:

20 (1) Within twenty feet of any building entrance or ATM;

21 (2) Within ten feet of any retail kiosk or cart, but subject to the provisions of  
22 Subsection (C) of this Section;

23 (3) Within ten feet of the outer perimeter of any outdoor dining area while the  
24 area is being used for dining;

25 (4) Within twenty feet of any fire lane or crosswalk; [and]

26 (5) Within ten feet of any street performer engaged in a street performance, or

1 within ten feet of the boundary of a designated location referred to in LVMC 11.68.108(A)(2) at any time  
2 that location is occupied by a street performer; and.

3           [(5)] (6)     At any location that will obstruct or impede pedestrian traffic.

4           (C)     The distance limitation set forth in Paragraph (2) of Subsection [(A)] (B) shall not  
5 apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has  
6 established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

7           SECTION 6:   Title 11, Chapter 68, Section 105, of the Municipal Code of the City of Las  
8 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **11.68.105:**   (A)     Expressive activity is allowed within the Pedestrian Mall without the requirement of  
10 a permit or registration, but is subject to the conditions and limitations set forth in this Section as well as  
11 other applicable provisions of the Las Vegas Municipal Code.

12           (B)     No blanket, carpet, cover, chair, crate, box, cooler, container, item of furniture,  
13 structure or display of any type may be erected or placed upon the Pedestrian Mall or its surface in connection  
14 with expressive activity, except that a person or organization engaging in such activity may place and use, in  
15 furtherance of that activity, one table, not to exceed three feet by three feet in size, at a location that complies  
16 with the provisions of Subsection (C) of this Section.

17           (C)     At no time may tables allowed under Subsection (B) be located:

18                   (1)     Within twenty feet of any building entrance or ATM;

19                   (2)     Within ten feet of any retail kiosk or cart, but subject to the provisions of  
20 Subsection (F) of this Section;

21                   (3)     Within ten feet of the outer perimeter of any outdoor dining area while the  
22 area is being used for dining;

23                   (4)     Within twenty feet of any fire lane or crosswalk;

24                   (5)     Within ten feet of any street performer engaged in a street performance, or  
25 within ten feet of the boundary of a designated location referred to in LVMC 11.68.108(A)(2) at any time  
26 that location is occupied by a street performer;

1                    [(5)] (6)     At any location that will obstruct or impede pedestrian traffic; or

2                    [(6)] (7)     Within forty feet of another table that has been erected or placed for  
3 purposes of expressive activity.

4                    (D)     Coolers, storage boxes and similar items may not be placed on the ground in  
5 connection with expressive activity; provided, however, that this prohibition does not apply to incidental  
6 personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

7                    (E)     In the case of a demonstration, The Fremont Street Limited Liability Company may  
8 direct that the demonstration be moved to one or more locations within the Pedestrian Mall so as not to  
9 obstruct or impede pedestrian traffic, or interfere with fire lanes, crosswalk traffic, retail kiosks, special  
10 events, concerts or other previously scheduled mall activities, but only upon a determination that the  
11 demonstration cannot possibly be conducted in a manner that does not so obstruct, impede or interfere. Any  
12 such redirection shall be to a location that is closest to, most approximates, and reaches the same audience  
13 as, the original location.

14                    (F)     The distance limitation set forth in Paragraph (2) of Subsection (C) shall not apply  
15 if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or  
16 permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

17                    (G)     Nothing in this Section authorizes conduct prohibited by other provisions of this  
18 Chapter or other ordinances and laws of general applicability, including without limitation prohibitions  
19 relating to the obstruction of rights-of-way.

20                    (H)     The provisions of this Section do not apply to the activities of street performers  
21 regulated by Section 11.68.107.

22                    SECTION 7:    Title 11, Chapter 68, Section 107, of the Municipal Code of the City of Las  
23 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

24 **11.68.107:**    (A)     Street performers may perform within the Pedestrian Mall only in accordance with  
25 the provisions of this Section.

26                    (B)     It is unlawful for a street performer to charge a fee for a performance within the

1 Pedestrian Mall. For purposes of this Chapter, the charging of a fee for entertainment or for a performance  
2 includes the act of requiring a person to pay for the entertainment or performance, whether in advance or  
3 after the fact, but does not include the act of soliciting or requesting tips or donations, the act of making  
4 available a receptacle for tips or donations, or the act of receiving tips or donations.

5 (C) A street performer who does not charge a fee for a performance as described in  
6 Subsection (B) may perform within the Pedestrian Mall in accordance with the following conditions and  
7 limitations:

8 (1) Street performers shall not have the right to “reserve” any space or location,  
9 except as otherwise provided in [Subsection (D) of] Section 11.68.108, and may not interfere in any way  
10 with performances provided by or on behalf of The Fremont Street Limited Liability Company;

11 (2) At no time may a street performer perform:

12 (a) Within twenty feet of any building entrance or ATM;

13 (b) Within ten feet of any retail kiosk or cart, but subject to the  
14 provisions of Paragraph (6) of this Subsection (C);

15 (c) Within ten feet of the outer perimeter of any outdoor dining area  
16 while the area is being used for dining;

17 (d) Within twenty feet of any fire lane or crosswalk;

18 (e) Within any area of the Pedestrian Mall that is closed to the public  
19 (such as on a closed stage provided by The Fremont Street Limited Liability Company);

20 (f) [During any sponsored concert, within one hundred feet of the stage  
21 on which the concert is taking place;

22 (g) Within [forty] thirty feet of any other street performer then  
23 performing; or

24 [(h)] (g) At any location that will obstruct or impede pedestrian traffic.

25 (3) Within the specified time frame, street performers may perform only in a  
26 designated location;

1 (4) Street performers may not place objects on the ground unless the objects are  
2 [within a two foot radius of the performer; do not obstruct or impede pedestrian traffic or cause a potential  
3 risk to passersby; and are integral to the performance (e.g., a hat or container to accept donations).] incidental  
4 personal items such as purses, coats, or backpacks or are integral and indispensable to the performance (e.g.,  
5 a hat or container to accept donations). If a street performer is performing in a designated location, such  
6 items must be placed within that designated location during the performance; otherwise, such items must be  
7 placed within a two-foot radius of the street performer during the street performance. The placement of such  
8 items may not obstruct or impede pedestrian traffic or cause a potential risk to passersby.

9 (5) Street performers may emit sound in connection with their performance, but  
10 subject to the following conditions:

11 (a) [The] Amplified sound must be [an integral part of] integral and  
12 indispensable to the performance;

13 (b) Amplified sound may be emitted only from locations on the  
14 Pedestrian Mall specifically designated by the Fremont Street Limited Liability Company, which shall at all  
15 times maintain at least five such designated locations on the Pedestrian Mall;

16 (c) The sound (whether amplified or not) may not exceed the maximum  
17 noise levels set forth in the following table:

18 Maximum Noise Levels (in A-weighted decibels), measured by a sound level meter 19 qualifying as Class 1 under IEC 61672-1	85 dBA*/107 dBA**
* When measured at a minimum distance of 25 feet from the source of the noise	
** When measured at a minimum distance of 1 foot from the source of the noise	

21 [(c)] (d) The sound is not permitted during any actual performance or  
22 operation of the celestial vault lightshow, or during any special event when the Pedestrian Mall is closed to  
23 the general public except upon payment of an admission charge; and

24 [(d)] (e) The sound is not permitted during any concert that is provided by  
25 or on behalf of The Fremont Street Limited Liability Company unless each source of the amplified sound is  
26 at least one hundred feet from the stage on which the concert takes place.

1 (6) The distance limitation set forth in Subparagraph (b) of Paragraph (2) of this  
2 Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at  
3 any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

4 (7) Except as otherwise permitted under Subsection (D), no street performer  
5 may engage in any activity, including without limitation acrobatics, tumbling, or simulated fighting, that can  
6 potentially cause bodily injury to any person (including the street performer engaging in the activity).

7 (D) Each street performer whose performance involves any of the following activities  
8 shall be required to obtain, maintain, and provide proof of commercial general liability insurance with limits  
9 not less than one million dollars each occurrence combined single limit for bodily injury and property  
10 damage, including coverage for personal injury, broadform property damage, or the legal equivalents thereof:

11 (1) Acrobatics (i.e., tumbling, jumping running, standing on shoulders);

12 (2) Any act of involving an invitation by a street performer to a member of the  
13 public to physically assault, hit, or kick the street performer;

14 (3) Any other performance that involves physical participation by audience  
15 members (other than the taking of photographs);

16 (4) Stage combat, including pretend sword fighting and shadow boxing; or

17 (5) Any performance where the street performer lies on the ground as part of  
18 the performance.

19 →The policy providing such coverage must name the City and The Fremont Street Experience Limited  
20 Liability Company as additional insureds, and must provide that no cancellation or material change in  
21 coverage shall become effective unless the City and The Fremont Street Experience Limited Liability  
22 Company have been given at least thirty days prior written notification. Evidence of required coverage must  
23 be provided upon request to any representative of the City, The Fremont Street Experience Limited Liability  
24 Company, or the Las Vegas Metropolitan Police Department.

25 (E) By engaging in conduct as a street performer in accordance with this Chapter, a  
26 street performer shall not be deemed to be an employee, agent, or representative of the City or of The Fremont

1 Street Experience Limited Liability Company, and shall not be deemed to be under any appointment, contract  
2 of hire, or apprenticeship with the City or The Fremont Street Experience Limited Liability Company. Each  
3 street performer shall indemnify and hold the City, The Fremont Street Experience Limited Liability  
4 Company, and their officers and employees harmless from and against any liability or claim for damage or  
5 injury arising out of any performance by the street performer. In addition, each street performer shall be  
6 responsible for any damage or injury that may be suffered by members of the general public or by the street  
7 performer in connection with any performance by the street performer.

8           [(D)] (F)       Nothing in this Section authorizes conduct prohibited by other provisions of this  
9 Chapter or other ordinances and laws of general applicability, including without limitation prohibitions  
10 relating to solicitation by coercion and the obstruction of rights-of-way.

11                       SECTION 8:   Title 11, Chapter 68, Section 108, of the Municipal Code of the City of Las  
12 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13 **11.68.108:**    (A)    Subject to the provisions of Subsection (H), [The] the City Council hereby  
14 designates certain locations (the “designated locations”) within the Pedestrian Mall that are expressly set  
15 aside for use by street performers during the specified time frame. Such locations shall consist of:

16                       (1)       That area of the Pedestrian Mall formerly consisting of Third Street, as  
17 depicted on the map referred to in LVMC 11.68.040(B); and

18                       (2)       Other areas, each of which is no greater than six feet in diameter and is  
19 denoted on the surface of the Pedestrian Mall.

20                       (B)       A map depicting the approximate locations of the designated locations described in  
21 Paragraph (2) of Subsection (A) of this Section shall be on file with the City Clerk, is hereby incorporated  
22 by this reference, and shall be made available for inspection during normal business hours. In the exercise  
23 of its authority under this Chapter, or in order to facilitate the flow of pedestrian traffic, or to serve the  
24 convenience of the Pedestrian Mall’s patrons (or any combination thereof), The Fremont Street Limited  
25 Liability Company may adjust the exact location of any designated location described in this Subsection (B)  
26 up to twenty-five feet in any direction from the location appearing on the map referred to in this Subsection

1 (B). Notwithstanding the previous sentence, but subject to LVMC 11.68.070(G) and periodic construction or  
2 maintenance activity, The Fremont Street Limited Liability Company shall:

3 (1) [Provide] Designate no fewer than thirty-eight [designated] locations of the  
4 type described in Paragraph (2) of Subsection (A); [are available at any given time;] and

5 (2) [Otherwise] Make available designated locations of the type described in  
6 Paragraph (2) of Subsection (A) and ensure that no fewer than twenty-five such locations are available at any  
7 given time.

8 (C) Except as allotted under the lottery system described in Subsection (D), the use of  
9 any designated location for performances by street performers within the specified time frame shall be on a  
10 first-come-first-serve basis and may not be reserved in any fashion. Any designated location shall be deemed  
11 unoccupied and available unless it is physically occupied by a person or allotted in accordance with  
12 Subsection (D). When one or more street performers are waiting for an occupied designated location to  
13 become available during the specified time frame, no such street performer may obstruct or impede pedestrian  
14 traffic, and no more than one street performer may wait within a fifteen foot radius of that designated location.

15 (D) No street performer may use a particular designated location for a performance  
16 within the specified time frame for more than two hours at a time. At the top of each [odd-numbered] even-  
17 numbered hour within the specified time frame, any street performer who has been using a particular  
18 designated location for a performance for more than one hour must move to a different designated location  
19 in order to continue that activity or performance, regardless of the amount of time he or she spent in a  
20 designated location just before the top of that hour. The City or The Fremont Street Limited Liability  
21 Company shall establish a lottery system by which performers are allotted designated locations for assigned  
22 time periods within the specified time frame and in accordance with which enforcement of this Section may  
23 take place. Upon implementation of the lottery system, no street performer may perform within a designated  
24 location within the specified time frame unless:

25 (1) He or she has been allotted that location for that particular time; [or]

26 (2) No one has been allotted that location for that particular time[.] ; or

1                   (3)     The designated location has remained empty at least fifteen minutes after  
2 the assigned time period allotted for that location begins.

3 →A street performer who fails to occupy his or her allotted location within fifteen minutes after the  
4 performer's assigned time period begins shall be deemed to have waived the right to that location during the  
5 assigned time period and, except as otherwise provided in Subsection (H), the allotted location shall be  
6 available on a first-come, first-served basis to any street performer for the remainder of the assigned time  
7 period. A street performer may not sell, assign, transfer, lend, pledge, give or otherwise convey to another  
8 person an allotted location or assigned time period.

9                   (E)     Except as otherwise provided in Subsection (G), [In] in connection with a person's  
10 first use of a designated location as a street performer within the specified time frame, that person must  
11 register with the [City's Business Licensing Division (or its designee)] City no later than seventy-two hours  
12 after that first use. Except as otherwise provided in this Subsection (E), [The] the registration shall expire  
13 after one hundred eighty days. Upon expiration of a person's registration, the registrant, in connection with  
14 another use of a designated location within the specified time frame, must register again or update the  
15 registration no later than seventy-two hours after that use. The registration requirements of this Subsection  
16 (E) that are triggered by the use of a designated location are not triggered separately with reference to each  
17 designated location, but rather merely with reference to any designated location. Therefore, the same person  
18 will need to register or update a registration only one time within a one hundred eighty day period, no matter  
19 how many different designated locations that person uses for a performance. Notwithstanding the language  
20 above regarding a registration period, a person may update his or her registration at any time, which then  
21 becomes valid for another one hundred eighty days. Registration may be anonymous and requires a  
22 description of intended use, which shall include a complete listing of characters to be performed. [The  
23 Business Licensing Division (or its designee) may deny registration only in the case of failure to provide]  
24 Registration also requires the issuance of a photo verification card for the street performer or performers.  
25 Photo verification cards shall be issued by the City and, except as otherwise provided in this Subsection, shall  
26 be issued at no cost to street performers. Registration, including initial registration and any new or updated

1 registration, also requires evidence of liability insurance (where required by LVMC 11.68.107). Registration  
2 in connection with group performances or performances with multiple street performers requires a photo  
3 verification card for each street performer. The City shall issue a photo verification card for each street  
4 performer for the sole purpose of allowing the City or The Fremont Street Experience Limited Liability  
5 Company to verify that any particular street performer is, in fact, the registrant (or associated with the  
6 registrant) assigned to a particular designated location at any particular time. The photo verification card shall  
7 preserve the anonymity of any street performer whose registration was anonymous. The photograph taken by  
8 the City and used for the street performer's verification card shall conform to the requirements for passport  
9 photographs issued by the Department of State for the United States of America. The City may deny  
10 registration only in the case of a failure to provide proof of insurance (where required) or the description of  
11 intended use. A performer is not entitled to more than one registration regardless of the number of characters  
12 or acts performed. The issuance of an initial photo verification card and one replacement card within a one  
13 year period shall be at no cost to the street performer. The City is authorized to charge a fee of fifty dollars  
14 to replace any additional photo verification card during that one year period.

15 (F) Any person who uses a designated location as a street performer within the specified  
16 time frame and who has registered under Subsection (E) must [display the registration form provided by the  
17 Business Licensing Division (or its designee) at the perimeter of the designated location being used by the  
18 performer or otherwise in a conspicuous manner within or bounding the designated location.] possess the  
19 photo verification card provided by the City. The photo verification card must be produced, upon request, to  
20 officers of the Las Vegas Metropolitan Police Department, officers and employees of the City charged with  
21 the enforcement of City ordinances, representatives of The Fremont Street Limited Liability Company, and  
22 any member of the public. The registration of a street performer who fails to appear for a scheduled  
23 performance three times within any thirty day period shall be automatically suspended by the City for a three  
24 month period.

25 (G) A street performer who elects to not participate in the lottery system described in  
26 Subsection (D) may perform in a designated location during the specified time frame only:

1 (1) To the extent that such location is unreserved and unoccupied; and

2 (2) On a first-come, first-served basis.

3 (H) The Fremont Street Experience Limited Liability Company shall have the right to  
4 reserve designated performance locations situated on the Pedestrian Mall between Main Street and Fourth  
5 Street during the specified time frame for street performers who execute and comply with a written agreement  
6 to abide by a code of conduct established for professional street performers. The City and The Fremont Street  
7 Experience Limited Liability Company may implement written rules and procedures to allocate and reassign  
8 the designated locations described in this Subsection (H) and to create and enforce a code of conduct  
9 regarding performers referred to in the preceding sentence.

10 SECTION 9: Title 11, Chapter 68, Section 120, of the Municipal Code of the City of Las  
11 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12 **11.68.120:** (A) Prior to completion of construction of the Pedestrian Mall, The Fremont Street  
13 Experience Limited Liability Company shall submit to the City Council for review and approval a plan or  
14 plans which shall include the following:

15 (1) The architectural theme and design standards which are proposed to be in  
16 effect for new exterior building improvements adjoining and facing the Pedestrian Mall and for the mall  
17 floorscape lying therein;

18 (2) The time and days of operation of the celestial vault lightshow;

19 (3) The location of any traffic control devices (pedestrian or vehicular) within  
20 the Pedestrian Mall;

21 (4) The manner in which access shall be preserved to businesses during the  
22 occurrence of any special events requiring the closure of a portion of the Pedestrian Mall to the public to the  
23 extent that such information can be provided as a part of the plan;

24 (5) The manner in which access will be assured into and onto the Pedestrian  
25 Mall by emergency vehicles;

26 (6) The days and hours on which special permit vehicles will be allowed access

1 into and onto the Pedestrian Mall;

2 (7) The days and times in which Casino Center Boulevard or Fourth Street, or  
3 both, may be closed to vehicular traffic for special events; and

4 (8) The manner and times in which a portion of the Pedestrian Mall may be  
5 closed to pedestrian access for special events and other activities.

6 (B) For purposes of Subsection (A)(1) of this Section, the architectural theme and design  
7 standards in effect for new exterior building improvements adjoining and facing the Pedestrian Mall are  
8 contained in that document entitled, "Fremont Street Experience Design Criteria Manual," three copies of  
9 which shall be on file with the City Clerk. The requirements for Subsections (A)(2) through (A)(8) of this  
10 Section shall be as set forth in that document entitled, "The Fremont Street Experience Traffic and Pedestrian  
11 Safety Plan," three copies of which shall be on file with the City Clerk. Subsequent to approval by the City  
12 Council, The Fremont Street Experience Limited Liability Company shall be responsible for implementing  
13 and complying with these plans, and the construction of new building exterior improvements adjoining or  
14 facing the Pedestrian Mall shall comply with the architectural theme and design standards contained in the  
15 Fremont Street Experience Design Criteria Manual.

16 (C) Any amendments proposed to these plans by The Fremont Street Experience  
17 Limited Liability Company may be made with the approval of the City Manager; except, however, that any  
18 amendment to the Fremont Street Design Criteria Manual shall require approval by the City Council.

19 (D) Except with respect to site development plan review pursuant to LVMC [19.18.050,]  
20 19.16.100, any approval given by The Fremont Street Experience Limited Liability Company shall not relieve  
21 a property owner who intends to construct new exterior building improvements from obtaining appropriate  
22 approvals and permits from the City which would be required regardless of any review and approval by the  
23 Fremont Street Experience Limited Liability Company. Review and approval of exterior building  
24 improvements by the Fremont Street Experience Limited Liability Company shall relieve the property owner  
25 from compliance with the site development plan review pursuant to LVMC [19.18.050;] 19.16.100; provided,  
26 however, that any owner aggrieved by the decision of The Fremont Street Experience Limited Liability

1 Company may seek a determination from the City by means of the site development plan review pursuant to  
2 LVMC [19.18.050.] 19.16.100.

3 SECTION 10: Title 11, Chapter 68, Section 130, of the Municipal Code of the City of Las  
4 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

5 **11.68.130:** Any person violating the provisions of Sections 11.68.030, 11.68.080, and 11.68.100 to  
6 11.68.108, inclusive, shall be guilty of a misdemeanor. The City Manager may designate officers or  
7 employees of one or more departments of the City to enforce the provisions of this Chapter of behalf of the  
8 City, in addition to other officers already so enabled by law or ordinance.

9 SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase  
10 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by  
11 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the  
12 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby  
13 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase  
14 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,  
15 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

16 SECTION 12: Whenever in this ordinance any act is prohibited or is made or declared to  
17 be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required  
18 or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of  
19 such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon  
20 conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of  
21 not more than six months, or by any combination of such fine and imprisonment. Any day of any violation  
22 of this ordinance shall constitute a separate offense.

23 ...

24 ...

25 ...

26 ...

1 SECTION 13: All ordinances or parts of ordinances or sections, subsections, phrases,  
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983  
3 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

5 APPROVED:

6  
7 By \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

8 ATTEST:

9 \_\_\_\_\_  
10 LUANN D. HOLMES, MMC  
City Clerk

11 APPROVED AS TO FORM:

12 Val Steed 3-17-22  
13 Val Steed, Date  
Deputy City Attorney

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the \_\_\_\_ day  
2 of \_\_\_\_\_, 2022, and referred to a committee for recommendation, the committee being  
3 composed of the following members \_\_\_\_\_;  
4 thereafter the said committee reported favorably on said ordinance on the \_\_\_\_ day of  
5 \_\_\_\_\_, 2022, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council as first  
7 introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_  
9 VOTING "NAY": \_\_\_\_\_  
10 ABSENT: \_\_\_\_\_

11 APPROVED:

12  
13 By \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

14 ATTEST:  
15 \_\_\_\_\_  
16 LUANN D. HOLMES, MMC  
City Clerk

17  
18  
19  
20  
21  
22  
23  
24  
25  
26