

Ordinance No. 119382

Council Bill No. 112575

Council Bill No. 112575, AN ORDINANCE relating to the Pike Place Market, authorizing an agreement with the Pike Place Market Development Authority to establish policies and guidelines for the operation of those portions of the Pike Place Market Development Authority.

CF No. _____

Date Introduced:	FEB 8 - 1999		
Date 1st Referred:	FEB 8 - 1999	To: (committee)	CULTURE, ARTS & PARKS
Date Re - Referred:		To: (committee)	
Date Re - Referred:		To: (committee)	
Date of Final Passage:	2-16-99	Full Council Vote:	7-0
Date Presented to Mayor:	2-17-99	Date Approved:	
Date Returned to City Clerk:	2-23-99	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:		Date Veto Published:	388
Date Passed Over Veto:		Veto Sustained:	

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

4-0 amendments

4-0 pass

25 amendments

2-16-99 Full Council: Passed

7-0

(Excused: Condon, T)

This file is complete and ready for presentation to Full Council

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

Mc
The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: LICATA
Councilmember

Committee Action:

4-0 amendments

(LH)

4-0 pass

as amended

(LH)

2-16-99 Full Council: Passed As Amended

7-0

(Excused: Conlon, Donaldson)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

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Indexed

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CULTURE, ARTS
& PARKS

T.O. ☒
F.T. ☐

ORDINANCE 119382

AN ORDINANCE Relating to the Pike Place Market, authorizing an agreement with the Pike Place Market Development Authority to establish policies and guidelines for the operation of those portions of the Pike Place Market owned by the Pike Place Market Development Authority

WHEREAS, pursuant to Ordinance 100475 the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and

WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, The City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market; and

WHEREAS, in 1983 the PDA and City of Seattle entered into an Agreement commonly known as the "Hildt Agreement," to provide for continuity in the management of the Pike Place Market Daystalls and preservation of the Market's historic qualities, which Agreement clarified the Market's operations, to the benefit of Market merchants, farmers, craftspersons, performers, other vendors, and Market residents, as well as the general public; and,

WHEREAS, the initial ten year term of that Agreement, was renewed for one five year term; and,

WHEREAS The PDA Council on June 23, 1998, adopted Resolution 98-22 notifying the City of Seattle of the PDA's desire to renew the City-PDA Agreement for the operation of Market Daystalls subject to certain changes; and,

WHEREAS the Seattle City Council on October 19, 1998 adopted its Resolution 29844 supporting the principles and purposes of the Agreement and requesting that the PDA resubmit its proposed changes to the agreements with a report on its efforts to conduct further public review to address concerns and work toward obtaining the support of the PDA Market Constituency, the Market Historical Commission, the Merchants Association, the Daystall Tenants Association, the United Farmers Coalition, and members of the public; and,

WHEREAS at the invitation of the Pike Place Market Constituency, the five community organizations selected representatives to confer with each other and identify areas of consensus concerning proposed changes to the City-PDA Agreement; and,

WHEREAS the discussions of this group, identified as the Oval Table, resulted in the identification of certain proposals for which there was consensus for change and others for which there was no consensus and that these discussions were attended by members of the PDA Council; and,

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1 WHEREAS on the basis of this record and a subsequent informational meeting of the Oval Table group
2 and PDA Council, the PDA Council, by Resolution 99-03 adopted the recommendations of the Property
Management Committee of the PDA Council; and,

3 WHEREAS the City Council, believes that it is in the best interests of the City to renew the commitment
4 to historical preservation, encouragement of small businesses, and protection of the Pike Place Market's
businesses, merchants, and residents as a vital part of Seattle's business and neighborhood community;
and,

5 WHEREAS this new agreement shall be known as the "Licata-Hildt Agreement,"

6 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

7 Section 1. Purpose. The purpose of this agreement is to preserve the historic qualities of the Pike
8 Place Market, assure its economic viability, and promote good management and harmonious relationships
9 among Market users. This objective is to be accomplished by encouraging to the extent possible: (1) the
10 sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses
11 of all kinds but especially those that involve the sale of items personally crafted by the seller; (3) the sale
12 of goods affordable to low and moderate-income people; (4) a variety of social services and housing
13 opportunities for City residents, especially those with low incomes; (5) a mix of businesses which will
14 provide a variety of goods and services particularly to Seattle residents but also to visitors; and (6)
15 performances by a variety of musicians, entertainers, and artists.

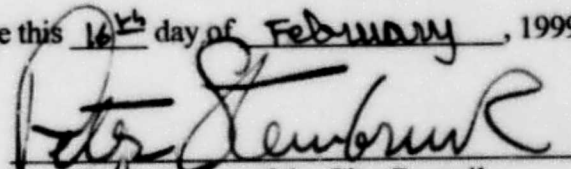
16
17 Section 2. The City Council hereby authorizes the Mayor of the City of Seattle to execute an
18 Agreement with the Pike Place Market Public Development Authority, substantially in the form attached
19 as Exhibit A.

20 Section 3. All actions taken prior to and consistent with this ordinance are hereby ratified and
21 confirmed.
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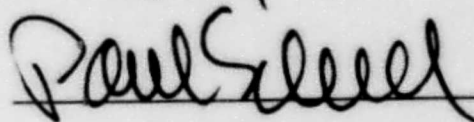
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1 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its
2 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after
3 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

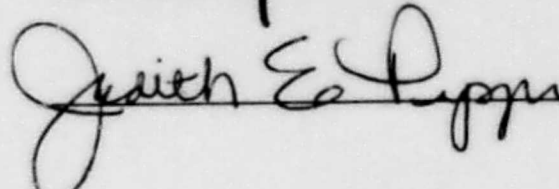
4 Passed by the City Council the 16th day of February, 1999, and signed by me in open
5 session in authentication of its passage this 16th day of February, 1999.

6 
7 President ~~of the~~ of the City Council

8 Approved by me this 23rd day of February, 1999.

9 
10 Mayor

11
12 Filed by me this 23rd day of February, 1999.

13 
14 City Clerk

15 (Seal)
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Exhibit A

**AGREEMENT BETWEEN THE CITY OF SEATTLE AND
THE PIKE PLACE MARKET PRESERVATION AND
DEVELOPMENT AUTHORITY**

THIS AGREEMENT is made between the City of Seattle, a municipal corporation, and the Pike Place Market Preservation and Development Authority, a public authority.

WHEREAS, pursuant to Ordinance 100475 the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and

WHEREAS, The City of Seattle has acquired and rehabilitated much of the Market and the surrounding area; and

WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, The City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market; and

WHEREAS, the City has transferred to the Authority most of the property acquired by the City in the Market Historical District; and

WHEREAS, prior ordinances enacted to regulate the operation of property formerly owned by the City in the Market are now inapplicable to, or inconsistent with, Authority ownership and operation of the property; and

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WHEREAS, there is uncertainty regarding the extent of the City's jurisdiction over portions of the Market owned by the Authority, and both the City and the Authority wish to clarify and coordinate their policies to prevent claims and challenges to their powers and responsibilities; and

WHEREAS, the Authority, Market merchants, farmers, craftspersons, performers, other vendors, and Market residents, as well as the public generally will benefit from a clarification of Market operations; now, therefore, the parties agree as follows:

Section 1. Purpose. The purpose of this agreement is to preserve the historic qualities of the Pike Place Market, assure its economic viability, and promote good management and harmonious relationships among Market users. This objective is to be accomplished by encouraging to the extent possible: (1) the sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses of all kinds but especially those that involve the sale of items personally crafted by the seller; (3) the sale of goods affordable to low and moderate-income people; (4) a variety of social services and housing opportunities for City residents, especially those with low incomes; (5) a mix of businesses which will provide a variety of goods and services particularly to Seattle residents but also to visitors; and (6) performances by a variety of musicians, entertainers and artists.

Section 2. Definitions. Unless the context requires a different interpretation, the following words and phrases shall be given the meanings specified below.

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- A. "Artists and Craftspersons" means those individuals, as defined in the rules and regulations of the Authority, who sell permitted merchandise from the day stalls.
- B. "Authority" means the Pike Place Market Preservation and Development Authority.
- C. "Day Stall" means any space, booth, stand, table, box, shelf, or other device rented by the day from the Authority for the purpose of selling or offering for sale any article or service in the Market. Two daystalls assigned to a farmer shall constitute a standard Farm Table; one daystall assigned to an artist or craftsperson shall constitute a standard Craft Table.
- D. "Farmer" means those persons, as defined in the rules and regulations of the Authority, who grow or produce and sell permitted farm products from the day stalls.
- E. Fresh Produce means permitted farm products that are edible, freshly harvested, perishable in a short time period once offered for sale, and sold in raw not processed form-- especially fruits and/or vegetables.
- F. "Grandfathered Vendors" means those persons not qualifying as "farmers" or "artists and craftspersons" who have been selling the same merchandise in continuous operation in the Market since the day their stall areas were acquired by the City in 1974. A list of those persons found to qualify under this definition, and the merchandise they have been selling continuously since 1974, is attached hereto as Appendix A.

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- G. "Historic Commission" means the Pike Place Market Historical Commission as defined in Section 3 of Ordinance 100475 (section 25.24.030 of the Seattle Municipal Code), now or as hereafter amended.
- H. "Historic District" means the Pike Place Market Historic District as defined in Section 2 of Ordinance 100475 (Section 25.24.020 of the Seattle Municipal Code), now or as hereafter amended.
- I. "Market" means those portions of the Historic District now owned, used or hereafter acquired by the Authority.
- J. "Market Master" means the Executive Director of the Authority or his or her designee.
- K. "Merchant" means any person leasing retail or commercial space from the authority other than day stall space.
- L. "Performers" means any person or group of persons who plays musical instruments, sings, dances, speaks, or otherwise provides entertainment in the Market other than in space leased to merchants when payment or donations are sought or received for such performances.
- M. "Permitted Farm Products" means those items of edible farm products, cultivated cut flowers, or rooted nursery or bedding plants grown or produced by the seller, as further defined in the rules and regulations of the Authority.
- N. "Permitted Merchandise" means those articles and services personally created by the seller, as further defined in the rules and regulations of the Authority.

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Q. "Supplemental Farm Products" means edible or inedible cultivated or wild plants of the type traditionally sold by farmers in the Market as supplements to their sales of permitted farm products, as further defined in the rules and regulations of the Authority.

Seniority means the number of years a farmer or craftsperson has maintained a permit to sell in the Market and the frequency of attendance of the permitholder, as further defined in the Daystall Rules and Regulations. Seniority is an administrative tool used in the assignment of daystall space and the calculation of seniority may differ by priority group. Seniority shall not confer a guarantee of space or specific daystall location to the permitholder. Seniority shall rest with the permitholder based on compliance with rules and regulations, and as such, may not be assigned, shared or transferred other than as permitted in the Daystall Rules and Regulations.

Section 3. Use of Market Space. The distribution of day stall space in the Market shall be as follows:

A. All daystall space in the Market other than on the Desimone Bridge, the west side of the Market arcade north of the Desimone Bridge and the slabs between the arcade and Virginia Street shall be farm priority tables where farmers selling permitted farm products have first priority. Farmers may also sell supplemental farm products subject to restrictions on the time and the amount established by the rules and regulations of the Authority. In establishing such restrictions, the Authority shall take into

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consideration traditional practices and the traditional distinction between the growing season and the off-season.

B. All daystall space in the Market on the Desimone Bridge, on the west side of the arcade north of the Desimone Bridge and outside slabs between the arcade and Virginia Street shall be craft priority tables where Artists and craftspersons selling permitted merchandise and grandfathered vendors selling the merchandise set forth in Appendix A shall be given first priority for space.

Artists, craftspersons and grandfathered vendors shall have second priority for selection of space on farm priority tables, farmers shall have second priority for selection of space on craft priority tables.

C. Day stalls shall be of approximately uniform frontage (taking account of architectural features) of not less than four feet which shall be established by the Authority by regulation. The Authority shall establish a rental schedule for rental of day stalls; Individual farmers, artists, grandfathered vendors, craftspersons may rent one or more adjoining stalls as permitted by the rules and regulations of the Authority. When a user rents more than one day stall, the rental rate for the additional day stall or stalls may be different from the rental rate for the initial day stall; provided, however, that the rental schedule shall not discriminate between individual farmers, artists, craftspersons, or grandfathered vendors.

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D. All farmers shall be assigned a standard space of two adjoining daystalls. Farmers selling a diversity of fresh produce may be assigned three adjoining daystalls, if surplus daystalls for which farmers have first priority are available with all farmers assigned two daystalls. During the Holiday season, farmers may be limited to one table if, in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on the farmer.

E. The Authority shall adopt rules and regulations governing day stall use, consistent with the requirements of the this Agreement, to determine: (1) the application and qualification requirements for day stall use, which shall include proof and periodic verification that the seller is a farmer, artist, or craftsperson, if the seller so contends; (2) the method by which day stall space will be assigned to individual farmers, artists, craftspersons, grandfathered vendors and other vendors, including the application of seniority in the assignment of daystall space and procedures for suspension or revocation of day stall use privileges for violations of the terms of this Agreement or the rules and regulations promulgated by the Authority; (3) the methods for distribution of unassigned daystall space in the off-season after assignment of the standard farmtables and crafttables; (4) the terms and procedures under which day stall users may use employees or agents to represent them; and (5) consistent with the requirements of the Commission, the time and manner in which goods will be displayed. At the time that the Authority gives notice to the public of such proposed rules and regulations and rules and regulations proposed for adoption pursuant to Section 3 and 6 of this Agreement, the Authority shall submit to the

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Historic Commission a copy of such proposed rules and regulations. At or before the final public hearing on the proposed rules and regulations, the Historic Commission may transmit proposed modifications, deletions, or alternative regulations ("changes") to the Authority. The Authority may accept or reject the Historic Commission's changes except as provided below; provided, however, that if it rejects such changes, it shall provide the Historic Commission with a statement in writing setting forth the reason for the Authority's rejection of the Historic Commission's changes.

The Authority must, prior to adoption, secure the Commission's approval of any rule or regulation defining or altering the definition of any term as provided in Section 2 of this Agreement. In taking action to approve or disapprove any proposed changes to these definitions, the Commission shall refer to its enabling ordinance, guidelines and administrative procedures.

Section 4. Sanitation Regulations. All places where food is stored, sold or handled in the Market shall be constructed, maintained and operated in a sanitary manner in accordance with the requirements of all applicable state laws, City ordinances and rules and regulations of the Authority.

Section 5. Sale of Food and Goods - Misrepresentation Prohibited. All food offered or sold to the public in the Market must be safe, wholesome and from approved sources in accordance with the provisions of Ordinance 92987 and other applicable laws and regulations, as now or hereafter amended. It is not permitted to sell or offer for sale

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anything that is of a filthy, unwholesome, or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for the purpose of concealing or misrepresenting, or to conceal or misrepresent the true quality, size, weight, number, volume, or value of produce, goods, wares, or merchandise sold or offered for sale; or to resort to any unfair dealings or to cheat any person in any manner whatsoever; or to treat any person in a rough, vulgar, profane, or abusive manner.

Section 6. Performers and Performances. The Market Master shall issue permits to performers for performances in the Market subject to the following requirements:

A. Application shall be made in writing upon a form prescribed by the Market Master that may require all information reasonably necessary to identify the applicant and to allow assignment of locations and times for performances in the Market.

B. If the Market Master is satisfied that the facts set forth in the application are true, and if the applicant executes a statement stating that he or she will comply with the applicable provisions of this Agreement, a permit, which shall not be transferable, shall be issued subject to suspension or revocation for material change in the matters set forth in the application, for violation of this Agreement or Authority rules and regulations, or for violation of City ordinances or state law. A reasonable permit fee may be charged.

C. Permits when issued shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance.

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D. Permits shall be valid for the calendar year in which the permit is issued unless revoked by the Market Master as provided below. A performer shall be entitled to only one permit, which shall not be transferable.

E. The Authority shall enact rules and regulations specifying what portions of the Market may be utilized for performances and the conditions under which such performances may occur, including but not limited to the assignment of spaces and times to performers holding valid permits, and restrictions on the number of performers allowed at the various places. No performer shall actively solicit donations by word of mouth, gestures, mechanical devices, or second parties.

Section 7. Suspension or Revocation of Performance Permit.

A. The Market Master may suspend a performance permit for a period not to exceed sixty days if the holder thereof violates any provision of this Agreement or any rule or regulation promulgated under authority of this Agreement, and for a second or any subsequent violation within a period of twelve months or for a violation of City ordinances or state law, the Market Master may suspend or revoke a performance permit. A performer whose permit has been revoked shall not be allowed to apply for a new permit until the expiration of 12 months from the date of the revocation.

B. The Market Master may suspend or revoke any performance permit secured by fraud, concealment or misrepresentation of fact.

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Section 8. Appeals. Any merchant or applicant for merchant space denied the opportunity to lease space or whose lease is cancelled or revoked, and any person denied a day stall or performance permit or whose day stall or performance permit is suspended or revoked, and any person aggrieved by the Market Master's allocation of spaces and times for performances or day stall use may have such decision reviewed by the Authority Council. The Council shall establish a procedure and mechanism for conducting such appeals, which shall include notice to the aggrieved party and a public hearing which shall be before the Council or a committee of the Authority, which shall contain at least one member of the Authority Council. If the hearing is conducted by a committee, the findings of the committee shall be transmitted to the Council, which shall make the final decision.

Section 9. Grievances. The Authority shall establish a procedure for receiving and addressing the grievances and concerns of all users of the Market, including both sellers and consumers, that are not appealable under Section 8 of this Agreement. Such procedure may include the participation of the Historic Commission and/or the Pike Place Market Merchants Association. The Authority shall establish and maintain a "Concerns and Information" office or booth which shall be explained and identified as to location by signage placed in conspicuous locations in the Market. The Concerns and Information office or booth shall be open during the ordinary working hours of the Market and shall contain a weighing scale for the use of Market consumers. The Authority shall take action as appropriate to attempt immediate resolution of any grievances or concerns, and if immediate resolution is not possible, shall notify the affected person of his or her further

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avenues for relief and rights under this Agreement and the Authority's rules and regulations.

Section 10. Responsibilities of the Authority. The Authority shall be responsible for management and control and for assuring the economic viability of the Market. The Authority may designate, with prior approval of the Historical Commission, farmer and craft "overflow" space, in addition to designated daytables, in order to optimize selling opportunities for permitholders during times of peak space demand. The Authority may, if requested, enter into a cooperative agreement or contract with the Historic Commission under which the Authority would be responsible for implementation of street use and street performer guidelines and permitting procedures established by the Historic Commission pursuant to Ordinance 100475, as amended. In carrying out its responsibilities, the Authority shall be governed by the duly promulgated policies and determinations of the Historic Commission regarding use and design of Market property. The Authority may enact rules and regulations for all Market areas and all aspects of Market operations as are not in conflict with City ordinances or rules or regulations of the Director of Public Health. In adopting rules and regulations the Authority shall follow the notice and public hearing procedures contained in the Administrative Code of the City of Seattle (sections 3.02.030-.060 of the Seattle Municipal Code), now or as hereafter amended.

In January 1985 and each January thereafter, the Authority shall solicit the opinions of farmers, artists, craftspersons, performers, merchants, Market residents, Historic

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Commission members, and other members of the public and Market community concerning the effect and effectiveness of its rules and regulations.

Based upon such review, the Authority shall determine whether modifications of its rules and regulations are necessary. If the Authority determines that modifications are needed, it shall make such modifications consistent with the requirements of this Agreement.

Section 11. Prohibited Activities. It shall be prohibited for any person to sell merchandise or produce any kind or provide services or entertainment of any description or use any device for the reproduction or amplification of sound in the Market unless specifically authorized to do so by lease or permit issued by the Market Master. Furthermore, it shall be prohibited to disobey any lawful order of the Market Master to vacate any space, discontinue the sale of any produce or merchandise, cease any performance, or otherwise refuse to comply with the terms of this Agreement or any City ordinance or any Authority rule or regulation.

Section 12. Severability. If any provision of this Agreement shall be held invalid, the remaining provisions shall not be affected.

Section 13. Savings Clause. All existing rules and regulations of the Authority on the subjects of this Agreement shall continue in effect; provided, however, that the

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Authority shall enact or reenact rules and regulations consistent with this Agreement within ten months of the effective date of this Agreement.

Section 14. Term. This Agreement shall have a term of ten years until April 30, 2009. No less than 180 days prior to April 30, 2009, the Authority shall submit to the Market Commission, the Seattle City Council, and the Mayor, and make available to the public, a report on the effectiveness of the this agreement in establishing a standard for the administration of the Market daystalls. The report of the Authority shall contain specific recommendations for establishment of suitable and appropriate standards for the future operation of the Market Daystalls to achieve the purposes of the PDA Charter and Historical District Ordinance, including whether the Agreement should renew as is, renew with changes, or terminate .

Section 15. Notices. Any notices given or required under this Agreement shall be deemed received three days after placement in the United States mail, postage prepaid, and addressed as follows:

To the Authority:

Pike Place Market Preservation and Development Authority
85 Pike Street, Room 500
Seattle, WA 98101

Attention: Executive Director

To the City:

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The City of Seattle
Office of Strategic Planning
3rd Floor, Municipal Building
Seattle, WA 98104

Attention: Public Authority Coordinator

with a copy to:

Chairman, Land Use Committee
Seattle City Council
11th Floor, Municipal Building
Seattle, WA 98104

Section 16. Amendments. Any amendment to this Agreement shall be approved by the Seattle City Council by ordinance.

DATED this ____ day of .

THE CITY OF SEATTLE

By: _____

By: _____
Paul Schell, Mayor

PIKE PLACE MARKET PRESERVATION
AND DEVELOPMENT AUTHORITY

By: _____
Shelly Yapp, Executive Director

(subject to approval of the
PDA Council)

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dicata

I'm moving to delete and substitute language in the Agreement between the City and the PPM PDA that appears on Page 9 under section D. of that agreement.

The words: "...provided, in the estimation of the Market Master, no person would be deprived of daystall space in the Market as a result." Should be deleted and replaced with the words:

"... and if in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on craftspeople."

I'm making this change because the substituted language was what Sue and I had intended to be added to the agreement not the former. This amendment to the Agreement is the language that the PDA had discussed and divided on. It lost by a single vote.

Even if we made no changes to this Agreement, it must still go back to the PDA Council for their concurrence because it is a New Agreement, not an extension of the Hildt Agreement. Since it is going back to the PDA, I believe that this sliver of protection to the arts and crafts community will go a long ways to lowering tension in the Market.

If you look at the same section, the sentence following the above language change, you will note that the protective language being offered to the craftspeople is identical to that already being provided to the farmers.

In both instances the Market Master, who is solely appointed by the PDA Executive Director, will make a determination on whether a hardship would be born by either a farmer or a craftsperson. This is simply a case of asking for equal protection for both classes of vendors, within the traditional framework of how the Pike Place Market has always operated.

The details of what creates a hardship will be dealt with in the Rules and Regulations of the Market, which is where the administrative details of running the Market belong.

failed

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ORDINANCE _____

AN ORDINANCE Relating to the Pike Place Market, authorizing an agreement with the Pike Place Market Development Authority to establish policies and guidelines for the operation of those portions of the Pike Place Market owned by the Pike Place Market Development Authority

WHEREAS, pursuant to Ordinance 100475 the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and

WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, The City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market; and

WHEREAS, in 1983 the PDA and City of Seattle entered into an Agreement commonly known as the "Hildt Agreement," to provide for continuity in the management of the Pike Place Market Daystalls and preservation of the Market's historic qualities, which Agreement clarified the Market's operations, to the benefit of Market merchants, farmers, craftspersons, performers, other vendors, and Market residents, as well as the general public; and,

WHEREAS, the initial ten year term of that Agreement, was renewed for one five year term; and,

WHEREAS The PDA Council on June 23, 1998, adopted Resolution 98-22 notifying the City of Seattle of the PDA's desire to renew the City-PDA Agreement for the operation of Market Daystalls subject to certain changes; and,

WHEREAS the Seattle City Council on October 19, 1998 adopted its Resolution 29844 supporting the principles and purposes of the Agreement and requesting that the PDA resubmit its proposed changes to the agreements with a report on its efforts to conduct further public review to address concerns and work toward obtaining the support of the PDA Market Constituency, the Market Historical Commission, the Merchants Association, the Daystall Tenants Association, the United Farmers Coalition, and members of the public; and,

WHEREAS at the invitation of the Pike Place Market Constituency, the five community organizations selected representatives to confer with each other and identify areas of consensus concerning proposed changes to the City-PDA Agreement; and,

WHEREAS the discussions of this group, identified as the Oval Table, resulted in the identification of certain proposals for which there was consensus for change and others for which there was no consensus and that these discussions were attended by members of the PDA Council; and,

WHEREAS on the basis of this record and a subsequent informational meeting of the Oval Table group and PDA Council, the PDA Council, by Resolution 99-03 adopted the recommendations of the Property Management Committee of the PDA Council; and,

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1 WHEREAS the City Council, believes that it is in the best interests of the City to renew the commitment
2 to historical preservation, encouragement of small businesses, and protection of the Pike Place Market's
3 businesses, merchants, and residents as a vital part of Seattle's business and neighborhood community,

4 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

5 Section 1. Purpose. The intent of this Ordinance is to sustain the policies and practices outlined
6 in Ordinance #111236, which were intended to preserve the historic qualities of the Pike Place Market,
7 to assure its economic vitality, to promote sound management, and to encourage harmonious
8 relationships between the Market management, the PDA Market Constituency, the Merchants
9 Association, the Daystall Tenants Association, the United Farmer's Coalition, and members of the
10 public. The Agreement accomplishes these goals by encouraging, to the extent possible; (1) the sale of
11 fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses and
12 of all kinds, with special emphasis on those businesses that sell items personally crafted by the seller; (3)
13 the sale of affordable goods to low and moderate-income people; (4) the provision of a variety of social
14 services and housing opportunities for City residents, with special emphasis on low-income residents;
15 (5) the provision of a variety of goods and services to Seattle residents and visitors through a mix ? of
16 businesses; (6) the provision of a venue for performances by a variety of musicians, entertainers, and
17 artists.

18 Section 2. The City Council hereby authorizes the Mayor of the City of Seattle to execute an
19 Agreement with the Pike Place Development Authority, substantially in the form attached as Exhibit A.

20 Section 3. All actions taken prior to and consistent with this ordinance are hereby ratified and
21 confirmed.

22 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its
23 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after
24 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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SLG: gh
February 8, 1999
PIKEPDAL.DOC
(Ver. 1)

1 Passed by the City Council the ____ day of ____, 1999, and signed by me in open
2 session in authentication of its passage this ____ day of ____, 1999.

3
4 President ____ of the City Council

5 Approved by me this ____ day of ____, 1999.

6
7 _____ Mayor

8
9 Filed by me this ____ day of ____, 1999.

10
11 _____ City Clerk

12 (Seal)

13
14 Please
15 put some
16 substantive
17 text on
18 signature page
19
20
21
22
23
24

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**AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT
AUTHORITY**

The City of Seattle, a municipal corporation, and the Pike Place Market Preservation and Development Authority, a public development authority, in consideration of the mutual benefits conferred and the mutual promises contained herein, agree as follows:

WHEREAS, pursuant to Ordinance 100475, the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and

WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, the City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market; and,

WHEREAS, on August 1, 1983, the City and the PDA entered into an Agreement (known as the "Hildt Agreement") that clarified the roles of the City and the PDA in the management of the Market, and that Agreement remained in effect for fifteen years; and,

WHEREAS, the PDA Council, after meeting with representatives of the Market constituency and the public, determined that it was in the best interests of the Market to implement certain changes to the Agreement and has communicated its desire; and,

WHEREAS, the City Council has determined that the proposed changes are consistent with the spirit of the original Agreement, and that it is in the best interests of the City to enter into this new Agreement with the Pike Place PDA.

Section 1. Purpose. The purpose of this agreement is to sustain the policies and practices outlined in the original Hildt Agreement, which were intended to preserve the historic qualities of the Pike Place Market, to assure its economic vitality, to promote sound management, and to encourage harmonious relationships between the Market management, the PDA Market Constituency, the Merchants Association, the Daystall Tenants Association, the United Farmer's Coalition, and members of the public. The Agreement accomplishes these goals by encouraging, to the extent possible; (1) the sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses and of all kinds, with special emphasis on those businesses that sell items personally crafted by the seller; (3) the sale of

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affordable goods to low and moderate-income people; (4) the provision of a variety of social services and housing opportunities for City residents, with special emphasis on low-income residents; (5) the provision of a variety of goods and services to Seattle residents and visitors through a mix of businesses; (6) the provision of a venue for performances by a variety of musicians, entertainers, and artists.

Section 2. Definitions. Unless the context requires a different interpretation, the following words and phrases shall be given the meanings specified below.

"Artists and Craftspersons" means those individuals, as defined in the rules and regulations of the Authority, who sell permitted merchandise from the daystalls.

"Authority" means the Pike Place Market Preservation and Development Authority.

"Daystall" means any space, booth, stand, table, box, shelf, or other device rented by the day from the Authority for the purpose of selling or offering for sale any article or service in the Market. Two daystalls assigned to a farmer

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shall constitute a standard Farm Table; one daystall assigned to an artist or craftsperson shall constitute a standard Craft Table.

"Farmer" means those persons, as defined in the rules and regulations of the Authority, who grow or produce and sell permitted farm products from the daystalls.

"Fresh Produce" means permitted farm products that are edible, freshly harvested, perishable in a short time period once offered for sale, and sold in raw not processed form-- especially fruits and/or vegetables.

"Grandfathered Vendors" means those persons not qualifying as "farmers" or "artists and craftspersons" who have been selling the same merchandise in continuous operation in the Market since the day their stall areas were acquired by the City in 1974. A list of those persons found to qualify under this definition, and the merchandise they have been selling continuously since 1974, is attached hereto as Appendix A.

"Historic Commission" means the Pike Place Market Historical Commission as defined in Section 3 of Ordinance 100475 (section 25.24.030 of the Seattle Municipal Code), now or as hereafter amended.

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"Historic District" means the Pike Place Market Historic District as defined in Section 2 of Ordinance 100475 (Section 25.24.020 of the Seattle Municipal Code), now or as hereafter amended.

"Market" means those portions of the Historic District now owned, used or hereafter acquired by the Authority.

"Market Master" means the Executive Director of the Authority or his or her designee.

"Merchant" means any person leasing retail or commercial space from the authority other than daystall space.

"Performers" means any person or group of persons who plays musical instruments, sings, dances, speaks, or otherwise provides entertainment in the Market other than in space leased to merchants when payment or donations are sought or received for such performances.

"Permitted Farm Products" means those items of edible farm products, cultivated cut flowers, or rooted nursery or bedding plants grown or produced by the seller, as further defined in the rules and regulations of the Authority.

"Permitted Merchandise" means those articles and services personally created by the seller, as further defined in the rules and regulations of the Authority.

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"Seniority" means the number of years a farmer or craftsperson has maintained a permit to sell in the Market and the frequency of attendance of the permitholder, as further defined in the Daystall Rules and Regulations.

Seniority is an administrative tool used in the assignment of daystall space and the calculation of seniority may differ by priority group. Seniority shall not confer a guarantee of space or specific daystall location to the permitholder. Seniority shall rest with the permitholder based on compliance with rules and regulations, and as such, may not be assigned, shared or transferred other than as permitted in the Daystall Rules and Regulations.

"Supplemental Farm Products" means edible or inedible cultivated or wild plants of the type traditionally sold by farmers in the Market as supplements to their sales of permitted farm products, as further defined in the rules and regulations of the Authority.

Section 3. Use of Market Space. The distribution of daystall space in the Market shall be as follows:

A. All daystall space in the Market other than on the Desimone Bridge, the west side of the Market arcade north of the Desimone Bridge and the slabs between the arcade and Virginia Street shall be farm priority tables where



farmers selling permitted farm products have first priority. Farmers may also sell supplemental farm products subject to restrictions on the time and the amount established by the rules and regulations of the Authority. In establishing such restrictions, the Authority shall take into consideration traditional practices and the traditional distinction between the growing season and the off-season.

B. All daystall space in the Market on the Desimone Bridge, on the west side of the arcade north of the Desimone Bridge and outside slabs between the arcade and Virginia Street shall be craft priority tables where Artists and craftspersons selling permitted merchandise and grandfathered vendors selling the merchandise set forth in Appendix A shall be given first priority for space.

Artists, craftspersons and grandfathered vendors shall have second priority for selection of space on farm priority tables, farmers shall have second priority for selection of space on craft priority tables.

C. Daystalls shall be of approximately uniform frontage (taking account of architectural features) of not less than four feet which shall be established by the Authority by regulation. The Authority shall establish a rental schedule for rental of daystalls; Individual farmers, artists, grandfathered vendors,

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craftspersons may rent one or more adjoining stalls as permitted by the rules and regulations of the Authority. When a user rents more than one daystall, the rental rate for the additional daystall or stalls may be different from the rental rate for the initial daystall; provided, however, that the rental schedule shall not discriminate between individual farmers, artists, craftspersons, or grandfathered vendors.

D. All farmers shall be assigned a standard space of two adjoining daystalls. Farmers selling a diversity of fresh produce may be assigned three adjoining daystalls, if surplus daystalls for which farmers have first priority are available with all farmers assigned two daystalls. During the Holiday season, farmers may be limited to one table if, in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on the farmer.

E. The Authority shall adopt rules and regulations governing daystall use, consistent with the requirements of the this Agreement, to determine:

(1) the application and qualification requirements for daystall use, which shall include proof and periodic verification that the seller is a farmer, artist, or craftsperson, if the seller so contends;

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(2) the method by which daystall space will be assigned to individual farmers, artists, craftspersons, grandfathered vendors and other vendors, including the application of seniority in the assignment of daystall space and procedures for suspension or revocation of daystall use privileges for violations of the terms of this Agreement or the rules and regulations promulgated by the Authority;

(3) the methods for distribution of unassigned daystall space in the off-season after assignment of the standard farmtables and crafttables;

(4) the terms and procedures under which daystall users may use employees or agents to represent them; and

(5) consistent with the requirements of the Commission, the time and manner in which goods will be displayed.

At the time that the Authority gives notice to the public of such proposed rules and regulations and rules and regulations proposed for adoption pursuant to Section 3 and 6 of this Agreement, the Authority shall submit to the Historic Commission a copy of such proposed rules and regulations. At or before the final public hearing on the proposed rules and regulations, the Historic Commission may transmit proposed modifications, deletions, or

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alternative regulations ("changes") to the Authority. The Authority may accept or reject the Historic Commission's changes except as provided below; provided, however, that if it rejects such changes, it shall provide the Historic Commission with a statement in writing setting forth the reason for the Authority's rejection of the Historic Commission's changes.

The Authority must, prior to adoption, secure the Commission's approval of any rule or regulation defining or altering the definition of any term as provided in Section 2 of this Agreement. In taking action to approve or disapprove any proposed changes to these definitions, the Commission shall refer to its enabling ordinance, guidelines and administrative procedures.

Section 4. Sanitation Regulations. All places where food is stored, sold or handled in the Market shall be constructed, maintained and operated in a sanitary manner in accordance with the requirements of all applicable state laws, City ordinances and rules and regulations of the Authority.

Section 5. Sale of Food and Goods - Misrepresentation Prohibited. All food offered or sold to the public in the Market must be safe, wholesome and from approved sources in accordance with the provisions of Ordinance 92987 and other applicable laws and regulations, as now or hereafter amended. It is

not permitted to sell or offer for sale anything that is of a filthy, unwholesome, or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for the purpose of concealing or misrepresenting, or to conceal or misrepresent the true quality, size, weight, number, volume, or value of produce, goods, wares, or merchandise sold or offered for sale; or to resort to any unfair dealings or to cheat any person in any manner whatsoever; or to treat any person in a rough, vulgar, profane, or abusive manner.

Section 6. Performers and Performances. The Market Master shall issue permits to performers for performances in the Market subject to the following requirements:

A. Application shall be made in writing upon a form prescribed by the Market Master that may require all information reasonably necessary to identify the applicant and to allow assignment of locations and times for performances in the Market.

B. If the Market Master is satisfied that the facts set forth in the application are true, and if the applicant executes a statement stating that he or she will comply with the applicable provisions of this Agreement, a permit, which shall not be transferable, shall be issued subject to suspension or

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revocation for material change in the matters set forth in the application, for violation of this Agreement or Authority rules and regulations, or for violation of City ordinances or state law. A reasonable permit fee may be charged.

C. Permits when issued shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance.

D. Permits shall be valid for the calendar year in which the permit is issued unless revoked by the Market Master as provided below. A performer shall be entitled to only one permit, which shall not be transferable.

E. The Authority shall enact rules and regulations specifying what portions of the Market may be utilized for performances and the conditions under which such performances may occur, including but not limited to the assignment of spaces and times to performers holding valid permits, and restrictions on the number of performers allowed at the various places. No performer shall actively solicit donations by word of mouth, gestures, mechanical devices, or second parties.

Section 7. Suspension or Revocation of Performance Permit.

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A. The Market Master may suspend a performance permit for a period not to exceed sixty days if the holder thereof violates any provision of this Agreement or any rule or regulation promulgated under authority of this Agreement, and for a second or any subsequent violation within a period of twelve months or for a violation of City ordinances or state law, the Market Master may suspend or revoke a performance permit. A performer whose permit has been revoked shall not be allowed to apply for a new permit until the expiration of 12 months from the date of the revocation.

The Market Master may suspend or revoke any performance permit secured by fraud, concealment or misrepresentation of fact.

Section 8. Appeals. Any merchant or applicant for merchant space denied the opportunity to lease space or whose lease is canceled or revoked, and any person denied a daystall or performance permit or whose daystall or performance permit is suspended or revoked, and any person aggrieved by the Market Master's allocation of spaces and times for performances or daystall use may have such decision reviewed by the Authority Council. The Council shall establish a procedure and mechanism for conducting such appeals, which shall include notice to the aggrieved party and a public hearing which shall be

before the Council or a committee of the Authority, which shall contain at least one member of the Authority Council. If the hearing is conducted by a committee, the findings of the committee shall be transmitted to the Council, which shall make the final decision.

Section 9. Grievances. The Authority shall establish a procedure for receiving and addressing the grievances and concerns of all users of the Market, including both sellers and consumers, that are not appealable under Section 8 of this Agreement. Such procedure may include the participation of the Historic Commission and/or the Pike Place Market Merchants Association. The Authority shall establish and maintain a "Concerns and Information" office or booth which shall be explained and identified as to location by signage placed in conspicuous locations in the Market. The Concerns and Information office or booth shall be open during the ordinary working hours of the Market and shall contain a weighing scale for the use of Market consumers. The Authority shall take action as appropriate to attempt immediate resolution of any grievances or concerns, and if immediate resolution is not possible, shall notify the affected person of his or her further avenues for relief and rights under this Agreement and the Authority's rules and regulations.

Section 10. Responsibilities of the Authority. The Authority shall be responsible for management and control and for assuring the economic viability of the Market. The Authority may designate, with prior approval of the Historical Commission, farmer and craft "overflow" space, in addition to designated daytables, in order to optimize selling opportunities for permitholders during times of peak space demand. The Authority may, if requested, enter into a cooperative agreement or contract with the Historic Commission under which the Authority would be responsible for implementation of street use and street performer guidelines and permitting procedures established by the Historic Commission pursuant to Ordinance 100475, as amended. In carrying out its responsibilities, the Authority shall be governed by the duly promulgated policies and determinations of the Historic Commission regarding use and design of Market property. The Authority may enact rules and regulations for all Market areas and all aspects of Market operations as are not in conflict with City ordinances or rules or regulations of the Director of Public Health. In adopting rules and regulations the Authority shall follow the notice and public hearing procedures contained in the

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Administrative Code of the City of Seattle (sections 3.02.030-.060 of the Seattle Municipal Code), now or as hereafter amended.

In January 2000 and each January thereafter, the Authority shall solicit the opinions of farmers, artists, craftspersons, performers, merchants, Market residents, Historic Commission members, and other members of the public and Market community concerning the effect and effectiveness of its rules and regulations.

Based upon such review, the Authority shall determine whether modifications of its rules and regulations are necessary. If the Authority determines that modifications are needed, it shall make such modifications consistent with the requirements of this Agreement.

Section 11. Prohibited Activities. It shall be prohibited for any person to sell merchandise or produce any kind or provide services or entertainment of any description or use any device for the reproduction or amplification of sound in the Market unless specifically authorized to do so by lease or permit issued by the Market Master. Furthermore, it shall be prohibited to disobey any lawful order of the Market Master to vacate any space, discontinue the sale of any produce or merchandise, cease any performance, or otherwise refuse to

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comply with the terms of this Agreement or any City ordinance or any Authority rule or regulation.

Section 12. Severability. If any provision of this Agreement shall be held invalid, the remaining provisions shall not be affected.

Section 13. Savings Clause. All existing rules and regulations of the Authority on the subjects of this Agreement shall continue in effect; provided, however, that the Authority shall enact or reenact rules and regulations consistent with this Agreement within ten months of the effective date of this Agreement.

Section 14. Term. This Agreement shall have a term of ten years until April 30, 2009. The Authority shall submit to the Market Commission, the Seattle City Council, and the Mayor, and make available to the public, a report on the effectiveness of the this agreement in establishing a standard for the administration of the Market daystalls not later than November 1, 2008. The report of the Authority shall contain specific recommendations for establishment of suitable and appropriate standards for the future operation of the Market Daystalls to achieve the purposes of the PDA Charter and

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Historical District Ordinance, including whether the Agreement should renew as is, renew with changes, or terminate.

Section 15. Notices. Any notices given or required under this Agreement shall be deemed received three days after placement in the United States mail, postage prepaid, and addressed as follows:

To the Authority:

Pike Place Market Preservation and Development Authority
85 Pike Street, Room 500
Seattle, WA 98101

Attention: Executive Director

To the City:

The City of Seattle
Office of Strategic Planning
3rd Floor, Municipal Building
Seattle, WA 98104

Attention: Public Authority Coordinator

with a copy to:

Chairman, Land Use Committee
Seattle City Council
11th Floor, Municipal Building
Seattle, WA 98104

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Section 16. Amendments. Any amendment to this Agreement shall be approved by the Seattle City Council by ordinance.

ENTERED INTO this ____ day of _____, 1999.

THE CITY OF SEATTLE

PIKE PLACE MARKET
PRESERVATION
AND DEVELOPMENT
AUTHORITY

By: _____
Paul Schell, Mayor

By: _____
Shelly Yapp, Executive Director

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APPENDIX A

Robert Knudson – miscellaneous novelty items and turquoise jewelry.

David Schaible – Mexican shirts, blouses, shawls, sweaters, blankets, pipes, jewelry, sandals, chess sets, trays, boxes and candle holders.

Sun Chen Kuo – Chinese jade rings, brooches, silver heishi chokers, shell heishi, coral and turquoise rings and earrings.

Betty Bennett – costume jewelry, ponchos and miscellaneous small gift items.

Bob Crew – belt buckles.

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**AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT
AUTHORITY**

The City of Seattle, a municipal corporation, and the Pike Place Market Preservation and Development Authority, a public development authority, in consideration of the mutual benefits conferred and the mutual promises contained herein, agree as follows:

WHEREAS, pursuant to Ordinance 100475 (codified as Chapter 25.24 SMC), the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and
WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, the City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market to provide a legal entity through which citizens may fulfill the aims and objectives of the Pike Place Market Historical District Ordinance (Ord. No. 100475); and,
WHEREAS, on August 1, 1983, the City and the PDA entered into an Agreement (known as the "Hildt Agreement") that clarified the roles of the

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City and the PDA in the management of the Market, and that Agreement remained in effect for fifteen years; and,

WHEREAS, the PDA Council, after meeting with representatives of the Market Historical Commission, Market Constituency, Merchants' Association, Day Stall Tenants' Association, United Farmers Coalition, and members of the public, determined that it was in the best interests of the Market to adopt a new agreement with the City of Seattle and has communicated its desire; and,

WHEREAS, the City Council has determined that the proposed changes are consistent with the spirit and purposes of the original Agreement, and that it is in the best interests of the City to enter into this new Agreement with the Pike Place Market PDA.

Section 1. Purpose. The purpose of this agreement is to preserve the historic qualities of the Pike Place Market, assure its economic viability, and promote good management and harmonious relationships among Market users. This objective is to be accomplished by encouraging to the extent possible: (1) the sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses of all kinds but especially those that involve the sale of items personally crafted by the seller; (3) the sale of goods affordable to

low and moderate-income people; (4) a variety of social services and housing opportunities for City residents, especially those with low incomes; (5) a mix of businesses which will provide a variety of goods and services particularly to Seattle residents but also to visitors; and (6) performances by a variety of musicians, entertainers, and artists.

Section 2. Definitions. The following words and phrases shall be given the meanings specified below.

"Artists and Craftspersons" means those individuals, as defined in the rules and regulations of the Authority, who sell permitted merchandise from the day stalls.

"Authority" means the Pike Place Market Preservation and Development Authority.

"Day stall" means any space, booth, stand, table, box, shelf, or other device rented by the day from the Authority for the purpose of selling or offering for sale any article or service in the Market. Two day stalls assigned to a farmer shall constitute a standard Farm Table; one day stall assigned to an artist, craftsperson, or grandfathered vendor shall constitute a standard Craft Table.

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"Farmer" means those persons, as defined in the rules and regulations of the Authority, who grow or produce and sell permitted farm products from the day stalls.

"Fresh Produce" means permitted farm products that are edible, freshly harvested, perishable in a short time period once offered for sale, and sold in raw not processed form-- especially fruits and/or vegetables.

"Grandfathered Vendors" means those persons not qualifying as "farmers" or "artists and craftspersons" who have been selling the same merchandise in continuous operation in the Market since the day their stall areas were acquired by the City in 1974. A list of those persons found to qualify under this definition, and the merchandise they have been selling continuously since 1974, is attached hereto as Appendix A.

"Historical Commission" means the Pike Place Market Historical Commission as defined in Section 3 of Ordinance 100475 (section 25.24.030 of the Seattle Municipal Code), now or as hereafter amended.

"Historical District" means the Pike Place Market Historical District as defined in Section 2 of Ordinance 100475 (Section 25.24.020 of the Seattle Municipal Code), now or as hereafter amended.

"Market" means those portions of the Historical District now owned, used, hereafter acquired by, or under the operational control of the Authority.

"Market Master" means the Executive Director of the Authority or his or her designee.

"Merchant" means any person leasing retail or commercial space from the authority other than day stall space.

"Performers" means any person or group of persons who plays musical instruments, sings, dances, speaks, or otherwise provides entertainment in the Market other than in space leased to merchants when payment or donations are sought or received for such performances.

"Permitted Farm Products" means those items of edible farm products, cultivated cut flowers, or rooted nursery or bedding plants grown or produced by the seller, as further defined in the rules and regulations of the Authority.

"Permitted Merchandise" means those articles and services personally created by the seller, as further defined in the rules and regulations of the Authority.

"Seniority" means the number of years a farmer or craftsperson has maintained a permit to sell in the Market and the frequency of attendance of the permitholder, as further defined in the Day stall Rules and Regulations.

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Seniority is an administrative tool used in the assignment of day stall space and the calculation of seniority may differ by priority group. Seniority shall not confer a guarantee of space or specific day stall location to the permitholder. Seniority shall rest with the permitholder based on compliance with rules and regulations, and as such, may not be assigned, shared or transferred other than as permitted in the Day stall Rules and Regulations.

"Supplemental Farm Products" means edible or inedible cultivated or wild plants of the type traditionally sold by farmers in the Market as supplements to their sales of permitted farm products, as further defined in the rules and regulations of the Authority.

Section 3. Use of Market Space. The distribution of day stall space in the Market shall be as follows:

A. All day stall space in the Market other than on the Desimone Bridge, the west side of the Market arcade north of the Desimone Bridge and the slabs between the arcade and Virginia Street shall be farm priority tables where farmers selling permitted farm products have first priority. Farmers may also sell supplemental farm products subject to restrictions on the time and the amount established by the rules and regulations of the Authority. In

establishing such restrictions, the Authority shall take into consideration traditional practices and the traditional distinctions between the growing season and the off-season.

B. All day stall space in the Market on the Desimone Bridge, on the west side of the arcade north of the Desimone Bridge and outside slabs between the arcade and Virginia Street shall be craft priority tables where Artists and Craftspersons selling permitted merchandise and Grandfathered Vendors selling the merchandise set forth in Appendix A shall be given first priority for space.

Artists, Craftspersons and Grandfathered Vendors shall have second priority for selection of space on farm priority tables, Farmers shall have second priority for selection of space on craft priority tables.

C. Day stalls shall be of approximately uniform frontage (taking account of architectural features) of not less than four feet which shall be established by the Authority by regulation. The Authority shall establish a rental schedule for rental of day stalls; Individual farmers, artists, grandfathered vendors, craftspersons may rent one or more adjoining stalls as permitted by the rules and regulations of the Authority. When a user rents

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more than one day stall, the rental rate for the additional day stall or stalls may be different from the rental rate for the initial day stall; provided, however, that the rental schedule shall not discriminate among individual Farmers, Artists, Craftspersons, or Grandfathered Vendors.

D. All farmers shall be assigned a standard space of two adjoining day stalls. Farmers selling a diversity of fresh produce may be assigned three adjoining day stalls, if surplus day stalls for which farmers have first priority are available with all farmers assigned two day stalls, and if in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on craftspeople. During the Holiday season, farmers may be limited to one table if, in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on the farmer.

E. The Authority shall adopt rules and regulations governing day stall use pursuant to Chapter 25.24 SMC and consistent with the requirements of the this Agreement, to determine:

(1) the application and qualification requirements for day stall use, which shall include proof and periodic verification that the seller is a farmer, artist, or craftsman, if the seller so contends;

(2) the method by which day stall space will be assigned to individual farmers, artists, craftsmen, grandfathered vendors and other vendors, including the application of seniority in the assignment of day stall space and procedures for suspension or revocation of day stall use privileges for violations of the terms of this Agreement or the rules and regulations promulgated by the Authority;

(3) the methods for distribution of unassigned day stall space in the off-season after assignment of the standard Farm Tables and Craft Tables;

(4) the terms and procedures under which day stall users may use employees or agents to represent them; and

(5) consistent with the guidelines and other requirements of the Historical Commission, the time and manner in which goods will be displayed.

At the time that the Authority gives notice to the public of such proposed rules and regulations and rules and regulations proposed for adoption pursuant to Section 3 and 6 of this Agreement, the Authority shall submit to

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the Historical Commission a copy of such proposed rules and regulations. At or before the final public hearing on the proposed rules and regulations, the Historical Commission may transmit proposed modifications, deletions, or alternative regulations ("changes") to the Authority. The Authority may accept or reject the Historical Commission's changes except as provided below; provided, however, that if it rejects such changes, it shall provide the Historical Commission with a statement in writing setting forth the reason for the Authority's rejection of the Historical Commission's changes.

The Authority must, prior to adoption, secure the Commission's approval of any rule or regulation defining or altering the definition of any term as provided in Section 2 of this Agreement. In taking action to approve or disapprove any proposed changes to these definitions, the Commission shall refer to its enabling ordinance, guidelines and administrative rules and procedures.

Section 4. Sanitation Regulations. All places where food is stored, sold or handled in the Market shall be constructed, maintained and operated in a sanitary manner in accordance with the requirements of all applicable state laws, City ordinances and rules and regulations of the Authority.

Section 5. Sale of Food and Goods - Misrepresentation Prohibited. All food offered or sold to the public in the Market must be safe, wholesome and from approved sources in accordance with the provisions of Ordinance 92987 and other applicable laws and regulations, as now or hereafter amended. It is not permitted to sell or offer for sale anything that is of a filthy, unwholesome, or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for the purpose of concealing or misrepresenting, or to conceal or misrepresent the true quality, size, weight, number, volume, or value of produce, goods, wares, or merchandise sold or offered for sale; or to resort to any unfair dealings or to cheat any person in any manner whatsoever; or to treat any person in a rough, vulgar, profane, or abusive manner.

Section 6. Performers and Performances. The Market Master shall issue permits to performers for performances in the Market subject to the following requirements:

A. Application shall be made in writing upon a form prescribed by the Market Master that may require all information reasonably necessary to identify the applicant and to allow assignment of locations and times for performances in the Market.

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B. If the Market Master is satisfied that the facts set forth in the application are true, and if the applicant executes a statement stating that he or she will comply with the applicable provisions of this Agreement, a permit, which shall not be transferable, shall be issued subject to suspension or revocation for material change in the matters set forth in the application, for violation of this Agreement or Authority rules and regulations, or for violation of City ordinances or state law. A reasonable permit fee may be charged.

C. Permits when issued shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance.

D. Permits shall be valid for the calendar year in which the permit is issued unless revoked by the Market Master as provided below. A performer shall be entitled to only one permit, which shall not be transferable.

E. The Authority shall enact rules and regulations specifying what portions of the Market may be utilized for performances and the conditions under which such performances may occur, including but not limited to the assignment of spaces and times to performers holding valid permits, and restrictions on the number of performers allowed at the various places. No

performer shall actively solicit donations by word of mouth, gestures, mechanical devices, or second parties.

Section 7. Suspension or Revocation of Performance Permit.

A. The Market Master may suspend a performance permit for a period not to exceed sixty days if the holder thereof violates any provision of this Agreement or any rule or regulation promulgated under authority of this Agreement, and for a second or any subsequent violation within a period of twelve months or for a violation of City ordinances or state law, the Market Master may suspend or revoke a performance permit. A performer whose permit has been revoked shall not be allowed to apply for a new permit until the expiration of 12 months from the date of the revocation.

The Market Master may suspend or revoke any performance permit secured by fraud, concealment or misrepresentation of fact.

Section 8. Appeals. Any merchant or applicant for merchant space denied the opportunity to lease space or whose lease is canceled or revoked, and any person denied a day stall or performance permit or whose day stall or performance permit is suspended or revoked, and any person aggrieved by the Market Master's allocation of spaces and times for performances or day stall

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use may have such decision reviewed by the Authority Council. The Council shall establish a procedure and mechanism for conducting such appeals, which shall include notice to the aggrieved party and a public hearing which shall be before the Council or a committee of the Authority, which shall contain at least one member of the Authority Council. If the hearing is conducted by a committee, the findings of the committee shall be transmitted to the Council, which shall make the final decision.

Section 9. Grievances. The Authority shall establish a procedure for receiving and addressing the grievances and concerns of all users of the Market, including both sellers and consumers, that are not appealable under Section 8 of this Agreement. Such procedure may include the participation of the Historical Commission and/or the Pike Place Market Merchants Association. The Authority shall establish and maintain a "Concerns and Information" office or booth which shall be explained and identified as to location by signage placed in conspicuous locations in the Market. The Concerns and Information office or booth shall be open during the ordinary working hours of the Market and shall contain a weighing scale for the use of Market consumers. The Authority shall take action as appropriate to attempt

immediate resolution of any grievances or concerns, and if immediate resolution is not possible, shall notify the affected person of his or her further avenues for relief and rights under this Agreement and the Authority's rules and regulations.

Section 10. Responsibilities of the Authority. The Authority shall be responsible for management and control and for assuring the economic viability of the Market. The Authority may designate, with prior approval of the Historical Commission pursuant to Chapter 25.24 SMC, farmer and craft "overflow" space, in addition to designated daytables, in order to optimize selling opportunities for permitholders during times of peak space demand. The Authority may, if requested, enter into a cooperative agreement or contract with the Historical Commission under which the Authority would be responsible for implementation of street use and street performer guidelines and permitting procedures established by the Historical Commission pursuant to Ordinance 100475, as amended. In carrying out its responsibilities, the Authority shall be governed by the ordinances, guidelines, and administrative rules and procedures of the Historical Commission regarding use and design of Market property. The Authority may enact rules and regulations for all Market

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areas and all aspects of Market operations as are not in conflict with City ordinances or rules or regulations of the Director of Public Health. In adopting rules and regulations the Authority shall follow the notice and public hearing procedures contained in the Administrative Code of the City of Seattle (sections 3.02.030 -.060 of the Seattle Municipal Code), now or as hereafter amended.

In January 2000 and each January thereafter, the Authority shall solicit the opinions of farmers, artists, craftspersons, performers, merchants, Market residents, Historical Commission members, and other members of the public and Market community concerning the effect and effectiveness of its rules and regulations.

Based upon such review, the Authority shall determine whether modifications of its rules and regulations are necessary. If the Authority determines that modifications are needed, it shall make such modifications consistent with the requirements of this Agreement.

Section 11. Prohibited Activities. It shall be prohibited for any person to sell merchandise or produce of any kind or provide services or entertainment of any description or use any device for the reproduction or amplification of

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sound in the Market unless specifically authorized to do so by lease or permit issued by the Market Master. Furthermore, it shall be prohibited to disobey any lawful order of the Market Master to vacate any space, discontinue the sale of any produce or merchandise, cease any performance, or otherwise refuse to comply with the terms of this Agreement or any City ordinance or any Authority rule or regulation.

Section 12. Severability. If any provision of this Agreement shall be held invalid, the remaining provisions shall not be affected.

Section 13. Savings Clause. All existing rules and regulations of the Authority on the subjects of this Agreement shall continue in effect; provided, however, that the Authority shall enact or reenact rules and regulations consistent with this Agreement within ten months of the effective date of this Agreement.

Section 14. Term. This Agreement shall have a term of ten years until April 30, 2009. The Authority shall submit to the Historical Commission, the Seattle City Council, and the Mayor, and make available to the public, a report on the effectiveness of this agreement in establishing a standard for the administration of the Market day stalls not later than November 1, 2008. The report of the

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Authority shall contain specific recommendations for establishment of suitable and appropriate standards for the future operation of the Market Day stalls to achieve the purposes of the PDA Charter and Historical District Ordinance (Ordinance No.100475), including whether the Agreement should renew as is, renew with changes, or terminate.

Section 15. Notices. Any notices given or required under this Agreement shall be deemed received three days after placement in the United States mail, postage prepaid, and addressed as follows:

To the Authority:

Pike Place Market Preservation and
Development Authority
85 Pike Street, Room 500
Seattle, WA 98101

Attention: Executive Director

To the City:

The City of Seattle
Office of Strategic Planning
3rd Floor, Municipal Building
Seattle, WA 98104

Attention: Public Authority
Coordinator

with a copy to:

President, Seattle City Council
Seattle City Council
11th Floor, Municipal Building
Seattle, WA 98104

Section 16. Amendments. Any amendment to this Agreement shall be approved by the Seattle City Council by ordinance.

ENTERED INTO this ____ day of _____, 1999.

THE CITY OF SEATTLE

PIKE PLACE MARKET
PRESERVATION
AND DEVELOPMENT
AUTHORITY

By: _____
Paul Schell, Mayor

By: _____
Shelly Yapp, Executive Director

APPENDIX A

Robert Knudson – miscellaneous novelty items and turquoise jewelry.

David Schaible – Mexican shirts, blouses, shawls, sweaters, blankets, pipes, jewelry, sandals, chess sets, trays, boxes and candle holders.

Sun Chen Kuo – Chinese jade rings, brooches, silver heishi chokers, shell heishi, coral and turquoise rings and earrings.

Betty Bennett – costume jewelry, ponchos and miscellaneous small gift items.

Bob Crew – belt buckles.

ORDINANCE _____

AN ORDINANCE Relating to the Pike Place Market, authorizing an agreement with the Pike Place Market Development Authority to establish policies and guidelines for the operation of those portions of the Pike Place Market owned by the Pike Place Market Development Authority

WHEREAS, pursuant to Ordinance 100475 the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and

WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, The City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market; and

WHEREAS, in 1983 the PDA and City of Seattle entered into an Agreement commonly known as the "Hildt Agreement," to provide for continuity in the management of the Pike Place Market Daystalls and preservation of the Market's historic qualities, which Agreement clarified the Market's operations, to the benefit of Market merchants, farmers, craftspersons, performers, other vendors, and Market residents, as well as the general public; and,

WHEREAS, the initial ten year term of that Agreement, was renewed for one five year term; and,

WHEREAS The PDA Council on June 23, 1998, adopted Resolution 98-22 notifying the City of Seattle of the PDA's desire to renew the City-PDA Agreement for the operation of Market Daystalls subject to certain changes; and,

WHEREAS the Seattle City Council on October 19, 1998 adopted its Resolution 29844 supporting the principles and purposes of the Agreement and requesting that the PDA resubmit its proposed changes to the agreements with a report on its efforts to conduct further public review to address concerns and work toward obtaining the support of the PDA Market Constituency, the Market Historical Commission, the Merchants Association, the Daystall Tenants Association, the United Farmers Coalition, and members of the public; and,

WHEREAS at the invitation of the Pike Place Market Constituency, the five community organizations selected representatives to confer with each other and identify areas of consensus concerning proposed changes to the City-PDA Agreement; and,

WHEREAS the discussions of this group, identified as the Oval Table, resulted in the identification of certain proposals for which there was consensus for change and others for which there was no consensus and that these discussions were attended by members of the PDA Council; and,

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1 WHEREAS on the basis of this record and a subsequent informational meeting of the Oval Table group
2 and PDA Council, the PDA Council, by Resolution 99-03 adopted the recommendations of the Property
Management Committee of the PDA Council; and,

3 WHEREAS the City Council, believes that it is in the best interests of the City to renew the commitment
4 to historical preservation, encouragement of small businesses, and protection of the Pike Place Market's
businesses, merchants, and residents as a vital part of Seattle's business and neighborhood community;
and,

5 WHEREAS this new agreement shall be known as the "Licata-Hildt Agreement,"

6 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

7 Section 1. Purpose. The purpose of this agreement is to preserve the historic qualities of the
8 Pike Place Market, assure its economic viability, and promote good management and harmonious
9 relationships among Market users. This objective is to be accomplished by encouraging to the extent
10 possible: (1) the sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator
11 for small businesses of all kinds but especially those that involve the sale of times personally crafted by
12 the seller; (3) the sale of goods affordable to low and moderate-income people; (4) a variety of social
13 services and housing opportunities for City residents, especially those with low incomes; (5) a mix of
14 businesses which will provide a variety of goods and services particularly to Seattle residents but also to
15 visitors; and (6) performances by a variety of musicians, entertainers, and artists.

16
17 Section 2. The City Council hereby authorizes the Mayor of the City of Seattle to execute an
18 Agreement with the Pike Place Development Authority, substantially in the form attached as Exhibit A.

19 Section 3. All actions taken prior to and consistent with this ordinance are hereby ratified and
20 confirmed.
21
22
23
24

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**AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT
AUTHORITY**

The City of Seattle, a municipal corporation, and the Pike Place Market Preservation and Development Authority, a public development authority, in consideration of the mutual benefits conferred and the mutual promises contained herein, agree as follows:

WHEREAS, pursuant to Ordinance 100475 (codified as Chapter 25.24 SMC), the citizens of Seattle created the Pike Place Market Historical District and expressed their desire to preserve the historical character of the District; and WHEREAS, pursuant to Ordinance 103387 and RCW 35.21.725-.755, the City chartered the Pike Place Market Preservation and Development Authority to rehabilitate, own and operate certain portions of the Market to provide a legal entity through which citizens may fulfill the aims and objectives of the Pike Place Market Historical District Ordinance (Ord. No. 100475); and, WHEREAS, on August 1, 1983, the City and the PDA entered into an Agreement (known as the "Hildt Agreement") that clarified the roles of the City

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and the PDA in the management of the Market, and that Agreement remained in effect for fifteen years; and,

WHEREAS, the PDA Council, after meeting with representatives of the Market Historical Commission, Market Constituency, Merchants' Association, Day Stall Tenants' Association, United Farmers Coalition, and members of the public, determined that it was in the best interests of the Market to adopt a new agreement with the City of Seattle and has communicated its desire; and,

WHEREAS, the City Council has determined that the proposed changes are consistent with the spirit and purposes of the original Agreement, and that it is in the best interests of the City to enter into this new Agreement with the Pike Place Market PDA.

Section 1. Purpose. The purpose of this agreement is to preserve the historic qualities of the Pike Place Market, assure its economic viability, and promote good management and harmonious relationships among Market users. This objective is to be accomplished by encouraging to the extent possible: (1) the sale of fresh produce by farmers; (2) the traditional use of the Market as an incubator for small businesses of all kinds but especially those that involve the sale of items personally crafted by the seller; (3) the sale of goods affordable to

low and moderate-income people; (4) a variety of social services and housing opportunities for City residents, especially those with low incomes; (5) a mix of businesses which will provide a variety of goods and services particularly to Seattle residents but also to visitors; and (6) performances by a variety of musicians, entertainers, and artists.

Section 2. Definitions. The following words and phrases shall be given the meanings specified below.

"Artists and Craftspersons" means those individuals, as defined in the rules and regulations of the Authority, who sell permitted merchandise from the day stalls.

"Authority" means the Pike Place Market Preservation and Development Authority.

"Day stall" means any space, booth, stand, table, box, shelf, or other device rented by the day from the Authority for the purpose of selling or offering for sale any article or service in the Market. Two day stalls assigned to a farmer shall constitute a standard Farm Table; one day stall assigned to an artist, craftsperson, or grandfathered vendor shall constitute a standard Craft Table.

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"Farmer" means those persons, as defined in the rules and regulations of the Authority, who grow or produce and sell permitted farm products from the day stalls.

"Fresh Produce" means permitted farm products that are edible, freshly harvested, perishable in a short time period once offered for sale, and sold in raw not processed form-- especially fruits and/or vegetables.

"Grandfathered Vendors" means those persons not qualifying as "farmers" or "artists and craftspersons" who have been selling the same merchandise in continuous operation in the Market since the day their stall areas were acquired by the City in 1974. A list of those persons found to qualify under this definition, and the merchandise they have been selling continuously since 1974, is attached hereto as Appendix A.

"Historical Commission" means the Pike Place Market Historical Commission as defined in Section 3 of Ordinance 100475 (section 25.24.030 of the Seattle Municipal Code), now or as hereafter amended.

"Historical District" means the Pike Place Market Historical District as defined in Section 2 of Ordinance 100475 (Section 25.24.020 of the Seattle Municipal Code), now or as hereafter amended.

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"Market" means those portions of the Historical District now owned, used, hereafter acquired by, or under the operational control of the Authority.

"Market Master" means the Executive Director of the Authority or his or her designee.

"Merchant" means any person leasing retail or commercial space from the authority other than day stall space.

"Performers" means any person or group of persons who plays musical instruments, sings, dances, speaks, or otherwise provides entertainment in the Market other than in space leased to merchants when payment or donations are sought or received for such performances.

"Permitted Farm Products" means those items of edible farm products, cultivated cut flowers, or rooted nursery or bedding plants grown or produced by the seller, as further defined in the rules and regulations of the Authority.

"Permitted Merchandise" means those articles and services personally created by the seller, as further defined in the rules and regulations of the Authority.

"Seniority" means the number of years a farmer or craftsperson has maintained a permit to sell in the Market and the frequency of attendance of the permitholder, as further defined in the Day stall Rules and Regulations.

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Seniority is an administrative tool used in the assignment of day stall space and the calculation of seniority may differ by priority group. Seniority shall not confer a guarantee of space or specific day stall location to the permitholder. Seniority shall rest with the permitholder based on compliance with rules and regulations, and as such, may not be assigned, shared or transferred other than as permitted in the Day stall Rules and Regulations.

"Supplemental Farm Products" means edible or inedible cultivated or wild plants of the type traditionally sold by farmers in the Market as supplements to their sales of permitted farm products, as further defined in the rules and regulations of the Authority.

Section 3. Use of Market Space. The distribution of day stall space in the Market shall be as follows:

A. All day stall space in the Market other than on the Desimone Bridge, the west side of the Market arcade north of the Desimone Bridge and the slabs between the arcade and Virginia Street shall be farm priority tables where farmers selling permitted farm products have first priority. Farmers may also sell supplemental farm products subject to restrictions on the time and the amount established by the rules and regulations of the Authority. In

establishing such restrictions, the Authority shall take into consideration traditional practices and the traditional distinctions between the growing season and the off-season.

B. All day stall space in the Market on the Desimone Bridge, on the west side of the arcade north of the Desimone Bridge and outside slabs between the arcade and Virginia Street shall be craft priority tables where Artists and Craftspersons selling permitted merchandise and Grandfathered Vendors selling the merchandise set forth in Appendix A shall be given first priority for space.

Artists, Craftspersons and Grandfathered Vendors shall have second priority for selection of space on farm priority tables, Farmers shall have second priority for selection of space on craft priority tables.

C. Day stalls shall be of approximately uniform frontage (taking account of architectural features) of not less than four feet which shall be established by the Authority by regulation. The Authority shall establish a rental schedule for rental of day stalls; Individual farmers, artists, grandfathered vendors, craftspersons may rent one or more adjoining stalls as permitted by the rules and regulations of the Authority. When a user rents more than one day stall, the rental rate for the additional day stall or stalls may be different from the rental

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rate for the initial day stall; provided, however, that the rental schedule shall not discriminate among individual Farmers, Artists, Craftspersons, or Grandfathered Vendors.

D. All farmers shall be assigned a standard space of two adjoining day stalls. Farmers selling a diversity of fresh produce may be assigned three adjoining day stalls, if surplus day stalls for which farmers have first priority are available with all farmers assigned two day stalls, and if provided, in the estimations of the Market Master, no person would be deprived of daystall space in the Market as a result. During the Holiday season, farmers may be limited to one table if, in the estimations of the Market Master doing so would benefit the seller community and consumers without undue hardship on the farmer.

E. The Authority shall adopt rules and regulations governing day stall use pursuant to Chapter 25.24 SMC and consistent with the requirements of the this Agreement, to determine:

(1) the application and qualification requirements for day stall use, which shall include proof and periodic verification that the seller is a farmer, artist, or craftsperson, if the seller so contends;

(2) the method by which day stall space will be assigned to individual farmers, artists, craftspersons, grandfathered vendors and other vendors, including the application of seniority in the assignment of day stall space and procedures for suspension or revocation of day stall use privileges for violations of the terms of this Agreement or the rules and regulations promulgated by the Authority;

(3) the methods for distribution of unassigned day stall space in the off-season after assignment of the standard Farm Tables and Craft Tables;

(4) the terms and procedures under which day stall users may use employees or agents to represent them; and

(5) consistent with the guidelines and other requirements of the Historical Commission, the time and manner in which goods will be displayed.

At the time that the Authority gives notice to the public of such proposed rules and regulations and rules and regulations proposed for adoption pursuant to Section 3 and 6 of this Agreement, the Authority shall submit to the Historical Commission a copy of such proposed rules and regulations. At or before the final public hearing on the proposed rules and regulations, the Historical Commission may transmit proposed modifications, deletions, or

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alternative regulations ("changes") to the Authority. The Authority may accept or reject the Historical Commission's changes except as provided below; provided, however, that if it rejects such changes, it shall provide the Historical Commission with a statement in writing setting forth the reason for the Authority's rejection of the Historical Commission's changes.

The Authority must, prior to adoption, secure the Commission's approval of any rule or regulation defining or altering the definition of any term as provided in Section 2 of this Agreement. In taking action to approve or disapprove any proposed changes to these definitions, the Commission shall refer to its enabling ordinance, guidelines and administrative rules and procedures.

Section 4. Sanitation Regulations. All places where food is stored, sold or handled in the Market shall be constructed, maintained and operated in a sanitary manner in accordance with the requirements of all applicable state laws, City ordinances and rules and regulations of the Authority.

Section 5. Sale of Food and Goods - Misrepresentation Prohibited. All food offered or sold to the public in the Market must be safe, wholesome and from approved sources in accordance with the provisions of Ordinance 92987

and other applicable laws and regulations, as now or hereafter amended. It is not permitted to sell or offer for sale anything that is of a filthy, unwholesome, or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for the purpose of concealing or misrepresenting, or to conceal or misrepresent the true quality, size, weight, number, volume, or value of produce, goods, wares, or merchandise sold or offered for sale; or to resort to any unfair dealings or to cheat any person in any manner whatsoever; or to treat any person in a rough, vulgar, profane, or abusive manner.

Section 6. Performers and Performances. The Market Master shall issue permits to performers for performances in the Market subject to the following requirements:

A. Application shall be made in writing upon a form prescribed by the Market Master that may require all information reasonably necessary to identify the applicant and to allow assignment of locations and times for performances in the Market.

B. If the Market Master is satisfied that the facts set forth in the application are true, and if the applicant executes a statement stating that he or she will comply with the applicable provisions of this Agreement, a permit,

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which shall not be transferable, shall be issued subject to suspension or revocation for material change in the matters set forth in the application, for violation of this Agreement or Authority rules and regulations, or for violation of City ordinances or state law. A reasonable permit fee may be charged.

C. Permits when issued shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance.

D. Permits shall be valid for the calendar year in which the permit is issued unless revoked by the Market Master as provided below. A performer shall be entitled to only one permit, which shall not be transferable.

E. The Authority shall enact rules and regulations specifying what portions of the Market may be utilized for performances and the conditions under which such performances may occur, including but not limited to the assignment of spaces and times to performers holding valid permits, and restrictions on the number of performers allowed at the various places. No performer shall actively solicit donations by word of mouth, gestures, mechanical devices, or second parties.

Section 7. Suspension or Revocation of Performance Permit.

A. The Market Master may suspend a performance permit for a period not to exceed sixty days if the holder thereof violates any provision of this Agreement or any rule or regulation promulgated under authority of this Agreement, and for a second or any subsequent violation within a period of twelve months or for a violation of City ordinances or state law, the Market Master may suspend or revoke a performance permit. A performer whose permit has been revoked shall not be allowed to apply for a new permit until the expiration of 12 months from the date of the revocation.

The Market Master may suspend or revoke any performance permit secured by fraud, concealment or misrepresentation of fact.

Section 8. Appeals. Any merchant or applicant for merchant space denied the opportunity to lease space or whose lease is canceled or revoked, and any person denied a day stall or performance permit or whose day stall or performance permit is suspended or revoked, and any person aggrieved by the Market Master's allocation of spaces and times for performances or day stall use may have such decision reviewed by the Authority Council. The Council shall establish a procedure and mechanism for conducting such appeals, which shall include notice to the aggrieved party and a public hearing which shall be

before the Council or a committee of the Authority, which shall contain at least one member of the Authority Council. If the hearing is conducted by a committee, the findings of the committee shall be transmitted to the Council, which shall make the final decision.

Section 9. Grievances. The Authority shall establish a procedure for receiving and addressing the grievances and concerns of all users of the Market, including both sellers and consumers, that are not appealable under Section 8 of this Agreement. Such procedure may include the participation of the Historical Commission and/or the Pike Place Market Merchants Association. The Authority shall establish and maintain a "Concerns and Information" office or booth which shall be explained and identified as to location by signage placed in conspicuous locations in the Market. The Concerns and Information office or booth shall be open during the ordinary working hours of the Market and shall contain a weighing scale for the use of Market consumers. The Authority shall take action as appropriate to attempt immediate resolution of any grievances or concerns, and if immediate resolution is not possible, shall notify the affected person of his or her further avenues for relief and rights under this Agreement and the Authority's rules and regulations.

Section 10. Responsibilities of the Authority. The Authority shall be responsible for management and control and for assuring the economic viability of the Market. The Authority may designate, with prior approval of the Historical Commission pursuant to Chapter 25.24 SMC, farmer and craft "overflow" space, in addition to designated daytables, in order to optimize selling opportunities for permit holders during times of peak space demand. The Authority may, if requested, enter into a cooperative agreement or contract with the Historical Commission under which the Authority would be responsible for implementation of street use and street performer guidelines and permitting procedures established by the Historical Commission pursuant to Ordinance 100475, as amended. In carrying out its responsibilities, the Authority shall be governed by the ordinances, guidelines, and administrative rules and procedures of the Historical Commission regarding use and design of Market property. The Authority may enact rules and regulations for all Market areas and all aspects of Market operations as are not in conflict with City ordinances or rules or regulations of the Director of Public Health. In adopting rules and regulations the Authority shall follow the notice and public hearing procedures contained in

the Administrative Code of the City of Seattle (sections 3.02.030 -.060 of the Seattle Municipal Code), now or as hereafter amended.

In January 2000 and each January thereafter, the Authority shall solicit the opinions of farmers, artists, craftspersons, performers, merchants, Market residents, Historical Commission members, and other members of the public and Market community concerning the effect and effectiveness of its rules and regulations.

Based upon such review, the Authority shall determine whether modifications of its rules and regulations are necessary. If the Authority determines that modifications are needed, it shall make such modifications consistent with the requirements of this Agreement.

Section 11. Prohibited Activities. It shall be prohibited for any person to sell merchandise or produce of any kind or provide services or entertainment of any description or use any device for the reproduction or amplification of sound in the Market unless specifically authorized to do so by lease or permit issued by the Market Master. Furthermore, it shall be prohibited to disobey any lawful order of the Market Master to vacate any space, discontinue the sale of any produce or merchandise, cease any performance, or otherwise refuse to comply

with the terms of this Agreement or any City ordinance or any Authority rule or regulation.

Section 12. Severability. If any provision of this Agreement shall be held invalid, the remaining provisions shall not be affected.

Section 13. Savings Clause. All existing rules and regulations of the Authority on the subjects of this Agreement shall continue in effect; provided, however, that the Authority shall enact or reenact rules and regulations consistent with this Agreement within ten months of the effective date of this Agreement.

Section 14. Term. This Agreement shall have a term of ten years until April 30, 2009. The Authority shall submit to the Historical Commission, the Seattle City Council, and the Mayor, and make available to the public, a report on the effectiveness of this agreement in establishing a standard for the administration of the Market day stalls not later than November 1, 2008. The report of the Authority shall contain specific recommendations for establishment of suitable and appropriate standards for the future operation of the Market Day stalls to achieve the purposes of the PDA Charter and Historical District Ordinance

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(Ordinance No.100475), including whether the Agreement should renew as is, renew with changes, or terminate.

Section 15. Notices. Any notices given or required under this Agreement shall be deemed received three days after placement in the United States mail, postage prepaid, and addressed as follows:

To the Authority:

Pike Place Market Preservation and
Development Authority
85 Pike Street, Room 500
Seattle, WA 98101

Attention: Executive Director

To the City:

The City of Seattle
Office of Strategic Planning
3rd Floor, Municipal Building
Seattle, WA 98104

Attention: Public Authority
Coordinator

with a copy to:

President, Seattle City Council
Seattle City Council
11th Floor, Municipal Building
Seattle, WA 98104

Section 16. Amendments. Any amendment to this Agreement shall be approved by the Seattle City Council by ordinance.

ENTERED INTO this ____ day of _____, 1999.

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THE CITY OF SEATTLE

PIKE PLACE MARKET
PRESERVATION
AND DEVELOPMENT
AUTHORITY

By: _____
Paul Schell, Mayor

By: _____
Shelly Yapp, Executive Director

APPENDIX A

Robert Knudson – miscellaneous novelty items and turquoise jewelry.

David Schaible – Mexican shirts, blouses, shawls, sweaters, blankets, pipes, jewelry, sandals, chess sets, trays, boxes and candle holders.

Sun Chen Kuo – Chinese jade rings, brooches, silver heishi chokers, shell heishi, coral and turquoise rings and earrings.

Betty Bennett – costume jewelry, ponchos and miscellaneous small gift items.

Bob Crew – belt buckles.

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TIME AND DATE STAMP

2/8/99

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Neil L. Hunter

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____



PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

102830
City of Seattle, City Clerk

-ss.

No. ORD. TITLES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT: 119377, 382, 383

was published on

03/03/99

The amount of the fee charged for the foregoing publication is the sum of \$, which amount has been paid in full.

Subscribed and sworn to before me on

03/03/99

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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CITY OF SEATTLE
TITLE-ONLY PUBLICATION
 The full text of the following ordinance, passed by the City Council on February 14, 1999, and published here by title only, will be mailed, at no cost, upon request, for two months after this publication. For further information, contact the Seattle City Clerk at 206-435-4444.

ORDINANCE NO. 119977
 AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the exchange of portions of vacated street right-of-way and certain other land along the southern boundary of Madrona Park to accomplish a Lot Boundary Adjustment for the purpose of eliminating an encroachment and providing additional public access to Madrona Park.

ORDINANCE NO. 119988
 AN ORDINANCE relating to the Pike Place Market, authorizing an agreement with the Pike Place Market Development Authority to establish policies and guidelines for the operation of those portions of the Pike Place Market Development Authority.

ORDINANCE NO. 119989
 AN ORDINANCE appropriating money to pay certain audits and ordering the payment thereof.

Publication ordered by JUDITH PIP-
 PIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, March 3, 1999. 3/3/1999

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