



SEATTLE CITY COUNCIL

Legislative Summary

CB 119476

Record No.: CB 119476

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125794

In Control: City Clerk

File Created: 02/05/2019

Final Action: 03/22/2019

Title: AN ORDINANCE relating to the Pike Place Market, authorizing a renewal of the agreement with the Pike Place Market Preservation and Development Authority commonly known as the "Hildt-Licata Agreement," for a term of ten years.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Bagshaw

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Ex A - Renewal and Restatement of Agreement

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	02/05/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	02/22/2019	sent for review	Finance and Neighborhoods Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Finance and Neighborhoods Committee						
	Notes:						
1	City Council	03/11/2019	referred	Finance and Neighborhoods Committee			
	Action Text: The Council Bill (CB) was referred. to the Finance and Neighborhoods Committee						
	Notes:						

- 1 Finance and Neighborhoods Committee 03/13/2019 pass Pass
Action Text: The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 2 Chair Bagshaw, Vice Chair González
Opposed: 0
- 1 City Council 03/18/2019 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
Absent(NV): 1 Councilmember Juarez
- 1 City Clerk 03/21/2019 submitted for Mayor
Mayor's signature
- 1 Mayor 03/22/2019 Signed
- 1 Mayor 03/22/2019 returned City Clerk
- 1 City Clerk 03/22/2019 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE

125794

COUNCIL BILL

119476

AN ORDINANCE relating to the Pike Place Market, authorizing a renewal of the agreement with the Pike Place Market Preservation and Development Authority commonly known as the "Hildt-Licata Agreement," for a term of ten years.

WHEREAS, as authorized by Ordinance 111236, in 1983 the Pike Place Market Preservation and Development Authority (PDA) and The City of Seattle ("City") entered into an agreement commonly known as the "Hildt Agreement" establishing policies and guidelines for operating those portions of the Pike Place Market ("Market") owned by the PDA; and

WHEREAS, as authorized by Ordinance 119382, in 1999 the PDA and the City entered into the Hildt-Licata Agreement, a ten-year extension of the Hildt Agreement, as amended to provide guidelines for managing the Market daystalls, including using farm tables; and

WHEREAS, as authorized by Ordinance 122864, in 2008 the PDA and City entered into an Amended and Restated Hildt-Licata Agreement, a ten-year extension of the Hildt-Licata Agreement, without changes; and

WHEREAS, discussions and public meetings in 2018 between the PDA and the various Market constituencies resulted in unanimous agreement that the Hildt-Licata Agreement should be renewed, with minimal changes to reflect an updated list of grandfathered vendors and to identify the additional space that may be used for daystalls in the recently completed MarketFront Pavilion, for another ten-year term; the PDA Council agreed and by Resolution 18-45 requested the City Council to concur; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. To continue to preserve the historic qualities of the Pike Place Market, ensure its economic viability, promote good management and harmonious relations among Market users, and reflect the additional space that may be used for daystalls in the recently completed MarketFront Pavilion, the Mayor is authorized to execute an Amended and Restated Agreement Between The City of Seattle and the Pike Place Market Preservation and Development Authority, renewing and restating the substantive provisions with revisions to reflect the additional space associated with the MarketFront Pavilion for a term of ten years, and amending the Term of the Agreement and Notice provisions, substantially in the form attached to this ordinance as Exhibit A.

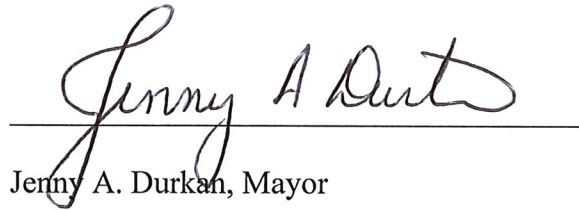
Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 18th day of March, 2019,
and signed by me in open session in authentication of its passage this 18th day of
March, 2019.



President _____ of the City Council

Approved by me this 22nd day of MARCH, 2019.


Jenny A. Durkan, Mayor

Filed by me this 22nd day of MARCH, 2019.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit A - Renewal and Restatement of Agreement between The City of Seattle and the Pike
Place Market Preservation and Development Authority

EXHIBIT A

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

This Renewal and Restatement of Agreement is made by and between The City of Seattle
("the City"), a municipal corporation of the State of Washington and the Pike Place Market
Preservation and Development Authority ("Authority" or "PDA"), 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 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 Authority to rehabilitate, own and operate certain portions of the Market; and

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

WHEREAS, as authorized by Ordinance 111236, in 1983 the Authority and The City
entered into an agreement commonly known as the "Hildt Agreement" establishing policies and
guidelines for the operation of those portions of the Market owned by the Authority; and

WHEREAS, as authorized by Ordinance 119382, in 1999 the Authority and the City
entered into the Hildt-Licata Agreement, a ten-year extension of the Hildt Agreement, as
amended to provide guidelines for the management of the Market daystalls, including use of the
farm tables; and

1 WHEREAS, as authorized by Ordinance 122864, in 2008 the Authority and the City
2 agreed to an additional 10-year extension of the Hildt-Licata Agreement; and

3 WHEREAS, the Authority, Market merchants, farmers, craftspersons, performers, other
4 vendors, and Market residents, as well as the public have benefited from the clarification of
5 Market operations provided by the Hildt-Licata Agreement; and

6
7 WHEREAS, the PDA Council has reviewed the effectiveness of the Hildt-Licata
8 Agreement in the 10 years prior to 2018 and finds that the Hildt-Licata Agreement should be
9 renewed, for another 10-year term, with minimal change (amends Sections 3, 14, and 15) and
10 updates the list of grandfathered vendors (Appendix A) and identifies the additional space which
11 may be used for daystalls in the MarketFront Pavilion (Appendix B). Now, therefore, the parties
12 agree as follows:
13

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

3
4 "Artists and Craftspersons" means those individuals, as defined in the rules and regulations of the
5 Authority, who sell permitted merchandise from the daystalls.
6

7
8 "Authority" means the Pike Place Market Preservation and Development Authority.
9

10 "Daystall" means any space, booth, stand, table, box, shelf, or other device rented by the day
11 from the Authority for the purpose of selling or offering for sale any article or service in the
12 Market. Two daystalls assigned to a farmer shall constitute a standard Farm Table; one daystall
13 assigned to an artist or craftsperson shall constitute a standard Craft Table.
14

15
16 "Farmer" means those persons, as defined in the rules and regulations of the Authority, who grow
17 or produce and sell permitted farm products from the daystalls.
18

19
20 "Fresh Produce" means permitted farm products that are edible, freshly harvested, perishable in a
21 short time period once offered for sale and sold in raw not processed form-- especially fruits
22 and/or vegetables.
23

24
25 "Grandfathered Vendors" means those persons not qualifying as "farmers" or "artists and
26 craftspersons" who have been selling the same merchandise in continuous operation in the
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1 Market since the day their stall areas were acquired by the City in 1974. A list of those persons
2 found to qualify under this definition, and the merchandise they have been selling continuously
3 since 1974, is attached hereto as Appendix A.

4
5 "Historic Commission" means the Pike Place Market Historical Commission as defined in
6 Section 3 of Ordinance 100475 (section 25.24.030 of the Seattle Municipal Code), now or as
7 hereafter amended.
8

9
10 "Historic District" means the Pike Place Market Historic District as defined in Section 2 of
11 Ordinance 100475 (Section 25.24.020 of the Seattle Municipal Code), now or as hereafter
12 amended.
13

14
15 "Market" means those portions of the Historic District now owned, used or hereafter acquired by
16 the Authority.
17

18
19 "Market Master" means the Executive Director of the Authority or his or her designee.
20

21 "Merchant" means any person leasing retail or commercial space from the authority other than
22 daystall space.
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1 "Performers" means any person or group of persons who plays musical instruments, sings,
2 dances, speaks, or otherwise provides entertainment in the Market other than in space leased to
3 merchants when payment or donations are sought or received for such performances.
4

5 "Permitted Farm Products" means those items of edible farm products, cultivated cut flowers, or
6 rooted nursery or bedding plants grown or produced by the seller, as further defined in the rules
7 and regulations of the Authority.
8

9
10 "Permitted Merchandise" means those articles and services personally created by the seller, as
11 further defined in the rules and regulations of the Authority.
12

13
14 "Supplemental Farm Products" means edible or inedible cultivated or wild plants of the type
15 traditionally sold by farmers in the Market as supplements to their sales of permitted farm
16 products, as further defined in the rules and regulations of the Authority.
17

18
19 "Seniority" means the number of years a farmer or craftsperson has maintained a permit to sell in
20 the Market and the frequency of attendance of the permitholder, as further defined in the Daystall
21 Rules and Regulations. Seniority is an administrative tool used in the assignment of daystall
22 space and the calculation of seniority may differ by priority group. Seniority shall not confer a
23 guarantee of space or specific daystall location to the permitholder. Seniority shall rest with the
24 permitholder based on compliance with rules and regulations, and as such, may not be assigned,
25 shared or transferred other than as permitted in the Daystall Rules and Regulations.
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1 Section 3. Use of Market Space. The distribution of daystall space in the Market shall be
2 as follows:

3 A. All daystall space in the Market other than on the Desimone Bridge, the west side of
4 the Market arcade north of the Desimone Bridge and the slabs between the arcade and Virginia
5 Street shall be farm priority tables where farmers selling permitted farm products have first
6 priority. Farmers may also sell supplemental farm products subject to restrictions on the time and
7 the amount established by the rules and regulations of the Authority. In establishing such
8 restrictions, the Authority shall take into consideration traditional practices and the traditional
9 distinction between the growing season and the off-season.
10

11 B. All daystall space in the Market on the Desimone Bridge, on the west side of the
12 arcade north of the Desimone Bridge and outside slabs between the arcade and Virginia Street
13 shall be craft priority tables where Artists and craftspersons selling permitted merchandise and
14 grandfathered vendors selling the merchandise set forth in Appendix A shall be given first
15 priority for space.
16

17 Artists, craftspersons and grandfathered vendors shall have second priority for selection of space
18 on farm priority tables, farmers shall have second priority for selection of space on craft priority
19 tables.
20

21 C. The MarketFront Pavilion shall be used for programs and events which further the
22 Purposes of the Pike Place Market PDA Charter. The primary use of the south portion of the
23 pavilion will be as craft priority day tables.
24

25 D. Daystalls shall be of approximately uniform frontage (taking account of architectural
26 features) of not less than four feet which shall be established by the Authority by regulation. The
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1 Authority shall establish a rental schedule for rental of daystalls; individual farmers, artists,
2 grandfathered vendors, or craftspersons may rent one or more adjoining stalls as permitted by the
3 rules and regulations of the Authority. When a user rents more than one daystall, the rental rate
4 for the additional daystall or stalls may be different from the rental rate for the initial daystall;
5 provided, however, that the rental schedule shall not discriminate between individual farmers,
6 artists, craftspersons, or grandfathered vendors.
7

8 E. All farmers shall be assigned a standard space of two adjoining daystalls. Farmers
9 selling a diversity of fresh produce may be assigned three adjoining daystalls, if surplus daystalls
10 for which farmers have first priority are available with all farmers assigned two daystalls. During
11 the Holiday season, farmers may be limited to one table if, in the estimations of the Market
12 Master doing so would benefit the seller community and consumers without undue hardship on
13 the farmer.
14

15 F. The Authority shall adopt rules and regulations governing daystall use, consistent with
16 the requirements of this Agreement, to determine: (1) the application and qualification
17 requirements for daystall use, which shall include proof and periodic verification that the seller is
18 a farmer, artist, or craftsperson, if the seller so contends; (2) the method by which daystall space
19 will be assigned to individual farmers, artists, craftspersons, grandfathered vendors and other
20 vendors, including the application of seniority in the assignment of daystall space and
21 procedures for suspension or revocation of daystall use privileges for violations of the terms of
22 this Agreement or the rules and regulations promulgated by the Authority; (3) the methods for
23 distribution of unassigned daystall space in the off-season after assignment of the standard
24 farmtables and crafttables; (4) the terms and procedures under which daystall users may use
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1 employees or agents to represent them; and (5) consistent with the requirements of the
2 Commission, the time and manner in which goods will be displayed. At the time that the
3 Authority gives notice to the public of such proposed rules and regulations and rules and
4 regulations proposed for adoption pursuant to Section 3 and 6 of this Agreement, the Authority
5 shall submit to the Historic Commission a copy of such proposed rules and regulations. At or
6 before the final public hearing on the proposed rules and regulations, the Historic Commission
7 may transmit proposed modifications, deletions, or alternative regulations ("changes") to the
8 Authority. The Authority may accept or reject the Historic Commission's changes except as
9 provided below; provided, however, that if it rejects such changes, it shall provide the Historic
10 Commission with a statement in writing setting forth the reason for the Authority's rejection of
11 the Historic Commission's changes.
12

14 The Authority must, prior to adoption, secure the Commission's approval of any rule or
15 regulation defining or altering the definition of any term as provided in Section 2 of this
16 Agreement. In taking action to approve or disapprove any proposed changes to these definitions,
17 the Commission shall refer to its enabling ordinance, guidelines and administrative procedures.
18

19 Section 4. Sanitation Regulations. All places where food is stored, sold or handled in the
20 Market shall be constructed, maintained and operated in a sanitary manner in accordance with the
21 requirements of all applicable state laws, City ordinances and rules and regulations of the
22 Authority.
23

24 Section 5. Sale of Food and Goods – Misrepresentation Prohibited. All food offered or
25 sold to the public in the Market must be safe, wholesome and from approved sources in
26 accordance with the provisions of Ordinance 92987 and other applicable laws and regulations, as
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1 now or hereafter amended. It is not permitted to sell or offer for sale anything that is of a filthy,
2 unwholesome, or deleterious nature; or to resort to trickery, concealment, artifice, or untruth for
3 the purpose of concealing or misrepresenting, or to conceal or misrepresent the true quality, size,
4 weight, number, volume, or value of produce, goods, wares, or merchandise sold or offered for
5 sale; or to resort to any unfair dealings or to cheat any person in any manner whatsoever; or to
6 treat any person in a rough, vulgar, profane, or abusive manner.
7

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

10 A. Application shall be made in writing upon a form prescribed by the Market Master
11 that may require all information reasonably necessary to identify the applicant and to allow
12 assignment of locations and times for performances in the Market.
13

14 B. If the Market Master is satisfied that the facts set forth in the application are true, and
15 if the applicant executes a statement stating that he or she will comply with the applicable
16 provisions of this Agreement, a permit, which shall not be transferable, shall be issued subject to
17 suspension or revocation for material change in the matters set forth in the application, for
18 violation of this Agreement or Authority rules and regulations, or for violation of City ordinances
19 or state law. A reasonable permit fee may be charged.
20

21 C. Permits when issued shall be evidenced by a badge that shall be worn or displayed by
22 the performer in plain view at all times during a performance.
23

24 D. Permits shall be valid for the calendar year in which the permit is issued unless
25 revoked by the Market Master as provided below. A performer shall be entitled to only one
26 permit, which shall not be transferable.
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1 E. The Authority shall enact rules and regulations specifying what portions of the Market
2 may be utilized for performances and the conditions under which such performances may occur,
3 including but not limited to the assignment of spaces and times to performers holding valid
4 permits, and restrictions on the number of performers allowed at the various places. No
5 performer shall actively solicit donations by word of mouth, gestures, mechanical devices, or
6 second parties.
7

8 Section 7. Suspension or Revocation of Performance Permit.

9 A. The Market Master may suspend a performance permit for a period not to exceed
10 sixty days if the holder thereof violates any provision of this Agreement or any rule or regulation
11 promulgated under authority of this Agreement, and for a second or any subsequent violation
12 within a period of twelve months or for a violation of City ordinances or state law, the Market
13 Master may suspend or revoke a performance permit. A performer whose permit has been
14 revoked shall not be allowed to apply for a new permit until the expiration of 12 months from the
15 date of the revocation.
16
17

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

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

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

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

11 In January 1985 and each January thereafter, the Authority shall solicit the opinions of farmers,
12 artists, craftspersons, performers, merchants, Market residents, Historic Commission members,
13 and other members of the public and Market community concerning the effect and effectiveness
14 of its rules and regulations.
15

16 Based upon such review, the Authority shall determine whether modifications of its rules
17 and regulations are necessary. If the Authority determines that modifications are needed, it shall
18 make such modifications consistent with the requirements of this Agreement.
19

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

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

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

9 Section 14. Term. This Agreement shall have a term of ten years until April 30, 2029.
10 No less than 180 days prior to April 30, 2029, the Authority shall submit to the Market
11 Commission, the Seattle City Council, and the Mayor, and make available to the public, a report
12 on the effectiveness of this agreement in establishing a standard for the administration of the
13 Market daystalls. The report of the Authority shall contain specific recommendations for
14 establishment of suitable and appropriate standards for the future operation of the Market
15 Daystalls to achieve the purposes of the PDA Charter and Historical District Ordinance,
16 including whether the Agreement should renew as is, renew with changes, or terminate.

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

20 To the Authority:

21 Pike Place Market Preservation and Development Authority
22 85 Pike Street, Room 500
23 Seattle, WA 98101
24
25
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1 Attention: Executive Director

2 To the City:

3
4 The City of Seattle
5 Office of Intergovernmental Relations
6 P.O. Box 94746
7 Seattle, WA 98124-4746
8 Attention: Public Development Authority Coordinator

9 with a copy to:

10 Chairperson, Finance and Neighborhoods Committee
11 Seattle City Council
12 P.O. Box 34025
13 Seattle, WA 98124-4025

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

16 IN WITNESS WHEREOF, the parties have executed this Agreement effective the date
17 when it is signed by both Parties, after authorization by each Party's respective governing body.

18
19 THE CITY OF SEATTLE

20 PIKE PLACE MARKET PRESERVATION
21 AND DEVELOPMENT AUTHORITY

22
23 _____
24 Jenny A. Durkan
25 Mayor of Seattle

26 _____
27 Mary Bacarella
28 Executive Director

29 Date: _____

30 Date: _____

1 (Ver. 1)

2 Appendix A: List of Grandfathered Vendors.

3 Appendix B: Map of Daystall Areas as of September 2018

4 Attachment A: Report by the Pike Place Market Preservation & Development Authority PDA to
5 the City of Seattle pertaining to the "Hildt-Licata Agreement" and extension thereof.

6 Attachment B: Pike Place Market Preservation & Development Authority PDA Resolution 18-
7 45: Authorization for Renewal of the Hildt-Licata Agreement

APPENDIX A
List of Grandfathered Vendors

Michael, Peter, and Jody Schaible, d.b.a El Gringo Imports – Mexican shirts, blouses, shawls, sweaters, blankets, pipes, jewelry, sandals, chess sets, trays, boxes and candle holders.

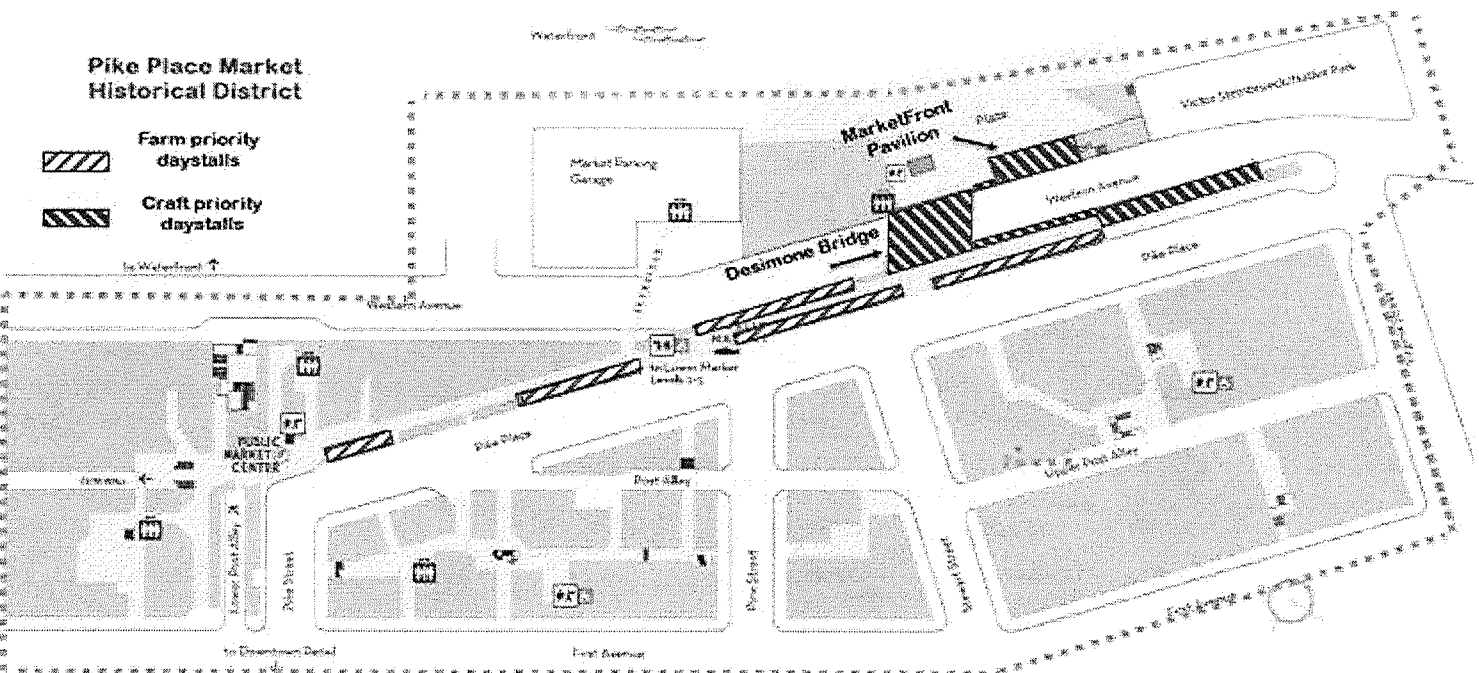
Sung-Chen and Helen Kuo – Chinese jade rings, brooches, silver heishi chokers, shell heishi, coral and turquoise rings and earrings.

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

Bob Crew and Deanna Lunder – belt buckles.

APPENDIX B

Map identifying Pike Place Market locations referenced in this Agreement





Pike Place Market Preservation & Development Authority (PDA)
info@pikeplacemarket.org • P: 206.425.7453 • F: 206.425.0646
PIKEPLACEMARKET.ORG • 85 PIKE STREET, ROOM 500 • SEATTLE, WA 98101

Attachment A to Hildt-Licata Agreement

January 31, 2019

RE: Report by the Pike Place Market Preservation and Development Authority PDA to the City of Seattle pertaining to the Hildt-Licata Agreement and renewal thereof

As per Ordinance 122864, known as the Hildt-Licata Agreement, it is declared that:

No less than 180 days prior to April 30, 2019, 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 this agreement in establishing a standard for the administration of the Market daystalls.

Below is the report reference above.

Report on Operation of the Market daystalls – Last Decade: 2009 to 2018

In 2008, the Pike Place Market Preservation and Development Authority (Authority) and the City of Seattle agreed to an additional 10 year renewal of an 1983 agreement commonly known as the “Hildt – Licata Agreement.” The original agreement in 1983 established policies and guidelines for the operation of those portions of the Market owned by the Authority. The renewal and restated agreement was adopted by Seattle City Council as an Agreement for the Ordinance 122864 in 2008.

The term of the agreement was for 10 years, at the end of which the Authority was to report on how the Authority, Market merchants, farmers, craftspeople, performers, other vendors, and Market residents, as well as the public have benefited from the clarification of Market operations provided by the Hildt-Licata Agreement; and whether a renewal or change of the terms of that agreement were to be considered.

During the summer of 2018, the Authority coordinated public discussion and solicited public comment on this topic. The Authority has heard from the community that the agreement has provided a stable and steady foundation for the administration of the Market daystalls and performer spaces. No commentary proposed termination or extensive modification of the terms of the agreement. The Authority Council voted unanimously at a public meeting of September 27, 2018 to renew the agreement with minor modifications that update terms which have not been reviewed for 20 years.

General activity on the daystalls

The Market Daystalls have remained in active use over the last decade, with a steady proportion of farm and craft presence. The Authority is responsible for all building maintenance, improvements to selling spaces to improve their functionality and capital repairs, such as replacement of the roof of the North Arcade in 2018. Daystall rental days (the number

of individual days that farm and craft tables are rented) totaled 47,000 in 2017. Approximately 20% of the historical inside spaces were rented to farmers. The Authority has six full time employees to handle the daily administration and program support for these operations, beginning each day with the century old ritual of roll call where each vendor is assigned their space according to seniority.

Over the last decade the daystalls have continued to be a dynamic and valuable component of the Pike Place Market, providing affordable space for the incubation and maturation of small, producer based business activity in farming, arts and crafts. The Market daystalls have been healthy and this business sector has operated continuously despite the Great Recession of 2008 – 2010 and the disruption of physical renovation from 2009 – 2012.

In the last decade there has been a marked reduction in the tension producing circumstances of past decades when there was greater demand for daily selling space than there was space available. This tension in supply and demand caused friction among vendors and had an adverse effect on the recruitment and retention of new vendors who were not able to count on having a table to select based on their low seniority. The balancing of demand and supply of table space was the result of many factors, carefully monitored by the Authority, to maintain a healthy mix of business activity on the daystalls. Increased table availability has occurred primarily due to attrition, as senior vendors age-out and retire, and as a result of lowered attendance requirements for both 30-year vendors and incoming, new start-ups. This in turn has contributed to a vendor mix in which roughly half of the permitted craft vendors have started within the last decade, evidence that the daystall program will succeed with a new generation. During the last decade the Authority has made further improvements to make outside selling spaces more attractive to vendors of arts and crafts while converting street parking spaces (rather than sidewalks) to serve as overflow. With the opening of the new pavilion on the MarketFront, there has been a significant addition of covered selling space to accommodate all vendors on a daily basis and for programs that will highlight and promote their businesses.

During the last decade the Authority has initiated professional business training programs on such topics as innovative marketing, peer mentoring and in community collaboration on promotional programming which advances the success of the daystall businesses.

The last decade has also seen a significant change in the function of the Pike Place Market as a farmer's market. No longer the only farmers market in the city, the Pike Place Market is now one of four year-round farmers markets. Car traffic and pedestrian congestion during summer months has obstructed customer access and convenience for purchasing farm produce at Pike Place. To provide additional opportunities for farmers to be financially successful and to better serve the local population, the Authority now operates four weekly farmers markets at downtown locations, which began ten years ago at City Hall Plaza. These markets have been successful for farmers who continue to sell at Pike Place on other days of the week. A more recent addition of the weekly Pike Box Pike CSA subscription program further supplements sale of locally grown produce during the summer. The Authority has worked closely with the City of Seattle and other funders to promote and expand food access programs for low-income people at satellite markets and at Pike Place. The new marketing programs, satellite markets, Pike Box CSA and relaxed rules for farmers to sell produce on street side locations on Pike Place, have proved to be a functional alternative to the "third table" rule which was very controversial.

The streets of the Pike Place Market also remain an active and vibrant place for buskers (street performers) as permitted by the agreement. Roughly 400 performer permits are issued each year. This program continues to attract a variety of new performers as well as returning, long standing favorites at the many street corners and other designated locations.

The ongoing administration of the agreement is facilitated by the annual daystall rules review process. The Authority places a special emphasis upon a robust community process to suggest, receive and evaluate changes to the administrative rules that apply to the Market daystalls. This is very much a community driven process and allows for thoughtful, incremental adjustments to our operations and policies, always within the clear guidelines established by the agreement.

Attachment B



RESOLUTION 18-45

Authorization for Renewal of the Hildt-Licata Agreement September 2018

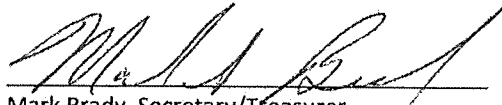
- WHEREAS, the Pike Place Market Preservation and Development Authority (PPMPDA) was chartered by the City of Seattle pursuant to RCW 35.21.730 et. Seq with the mission of promoting enterprises essential to the functioning of the Pike Place Market, including the preservation and expansion of the low-income residential community, the promotion and survival of small businesses , and the expansion of services to the public market and community; and,
- WHEREAS, the PDA Council on February 18, 1999 adopted Resolution 99-03 notifying the City of Seattle of the PDA's desire to renew the City-PDA Agreement for the operation of Market daystalls (also known as the Hildt-Licata Agreement) subject to certain changes; and,
- WHEREAS, the PDA Council on August 28, 2008 adopted Resolution 08-45 notifying the City of Seattle of the PDA's desire to renew the City-PDA Agreement as published with no amendments; and,
- WHEREAS, beginning in May, 2018 the PDA has consulted with members of the Pike Place daystall community initiating a process setting forth a series of public meetings and extending the opportunity for public input on recommended changes to the Hildt-Licata Agreement put forth by the PDA; and,
- WHEREAS, the PDA Council has given careful consideration to the final recommendation of the PDA and various constituencies within the Market for renewal of the Hildt-Licata Agreement to continue the successful operation of the daystalls and programming to enhance the daystall craft program consistent with the purposes of the Pike Place Market; and,
- WHEREAS, the PDA Council has consistently identified the new MarketFront Pavilion as a suitable location for craft priority daystalls as well as programs and events that are consistent and contributory to the Pike Place Markets goals and mission.

NOW, THEREFORE BE IT RESOLVED that the PDA Council hereby adopts this Resolution as a statement of the PDA Council's intent and commitment to management of the Market daystalls under a renewal of the Hildt Licata Agreement for a new 10 year term with the addition of a new sentence in Section 3, Use of Market Space that reads:

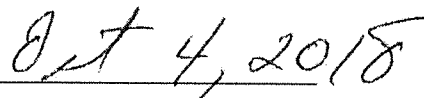
"The MarketFront Pavilion shall be used for programs and events which further the purposes of the Pike Place Market PDA Charter. The primary use of the south portion of the pavilion will be as craft priority day tables;" and,

BE IT FURTHER RESOLVED that the PDA Council will provide a summary of the effectiveness of the Market daystall operations over the last decade in a report to the Seattle City Council as anticipated in the Agreement; and,

BE IT FURTHER RESOLVED that the PDA Council forwards this Resolution and its exhibits to the Seattle City Council and request that the Seattle City Council concur with this request to renew the City-PDA Agreement known as the Hildt-Licata Agreement.



Mark Brady, Secretary/Treasurer



Date

Date Approved by Council: 09/27/18

For: 10

Against: 0

Abstained: 0

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
City Council	Lish Whitson/5-1674	N/A

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

1. Legislation Title:

AN ORDINANCE relating to the Pike Place Market, authorizing a renewal of the agreement with the Pike Place Market Preservation and Development Authority commonly known as the “Hildt-Licata Agreement,” for a term of ten years.

2. Summary and background of the Legislation:

This legislation provides for the renewal, with amendment to reflect the additional space that may be used for daystalls in the recently completed MarketFront Pavilion, of the “Hildt-Licata Agreement” between the Pike Place Market Preservation and Development Authority (“PDA”) and the City of Seattle (“City”) for an additional 10-year period until 2029.

In 1983, the PDA and the City entered into an agreement (Ordinance 111236) commonly known as the “Hildt Agreement” that establishes policies and guidelines for operating the areas of the Pike Place Market that are owned by the PDA. In addition, the Agreement establishes a procedure for the fair allocation of the Market’s space assignments between farmers, artist, and craftspersons. The Agreement called for review and renewal every ten years by the PDA and the City.

In 1999, the PDA and City renewed the “Hildt Agreement” with amendments that provided additional guidelines for managing the Market’s daystalls, including a provision that permitted farmers, under specific conditions, to rent a third table for their operations. These changes were adopted to further assure that the Market served all producers and artisans fairly. The revised Agreement (Ordinance 119382), known as the “Hildt-Licata Agreement” continued provisions that required a report on the effectiveness of the Agreement and whether Agreement should be renewed as is, renewed with changes, or be terminated.

In 2008, the PDA and City renewed the “Hildt-Licata Agreement” with no amendments, for an additional ten-year period (Ordinance 122864).

In preparation for the latest round of discussions regarding the “Hildt-Licata Agreement”, the PDA held a series of hearings with Pike Place Market constituencies in 2018. The discussions included identifying the demand and use of daystalls and the additional space that may be used for daystalls in the recently completed MarketFront Pavilion (June 2017). As a result of those hearings, and other public comment, the PDA is recommending renewing the “Hildt-Licata Agreement,” with minor revisions to reflect an updated list of grandfathered vendors and identifying additional space that may be used

for daystalls in the recently completed MarketFront Pavilion, for an additional ten-year period until 2029.

2. CAPITAL IMPROVEMENT PROGRAM

- a. Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
None.

- c. Is there financial cost or other impacts of *not* implementing the legislation?
No financial cost impacts. Failure to implement the legislation would potentially leave an earlier Agreement that does not account for the additional space in the MarketFront Pavilion in place.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No.

- b. Is a public hearing required for this legislation?
No.

- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
Not Applicable

- e. Does this legislation affect a piece of property?
Yes. Map attached to legislation.

- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?
None. One of the benefits of the “Hildt-Licata Agreement” is establishing procedures for the fair allocation of the Market’s space assignments between farmers, artist, and craftspersons. This provides opportunities for daystall vendors (artist and craftspersons) that are starting out to access a potential large customer base and at affordable rents.

Artist and craftsman from vulnerable or historically disadvantaged communities will have greater exposure to a larger market for their handmade crafts.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
Not Applicable.

List attachments/exhibits below:

STATE OF WASHINGTON -- KING COUNTY

--SS.

372258

No. 125790,91,92,93,94,95,96

CITY OF SEATTLE, CLERKS OFFICE

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

CT: TITLE ONLY ORDINANCES

was published on

04/03/19

The amount of the fee charged for the foregoing publication is the sum of \$207.00.



Affidavit of Publication

A handwritten signature in blue ink, likely of the subscriber, written over a horizontal line.

Subscribed and sworn to before me on

04/03/2019

A handwritten signature in blue ink, likely of the notary public, written over a horizontal line.

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on March 18, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125790

Council Bill 119443

AN ORDINANCE relating to land use; amending the Seattle Comprehensive Plan to incorporate changes related to Mandatory Housing Affordability as proposed as part of the 2019 Comprehensive Plan annual amendment process.

Ordinance 125791

Council Bill 119444

AN ORDINANCE relating to Mandatory Housing Affordability (MHA); rezoning certain land and modifying development standards throughout the City, implementing MHA requirements, and modifying existing development standards to improve livability; amending Chapter 23.32 of the Seattle Municipal Code (SMC) at pages 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 70, 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 143, 144, 145, 146, 147, 149, 150, 151, 152, 155, 156, 157, 158, 159, 160, 161, 163, 164, 165, 166, 167, 168, 170, 172, 173, 174, 175, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 195, 197, 198, 200, 203, 205, 206, 208, 215, 216, 217, 218, and 219 of the Official Land Use Map; amending Chapters 23.30, 23.34, 23.44, 23.45, 23.47A, 23.48, 23.50, 23.53, 23.54, 23.58A, 23.58B, 23.58C, 23.58D, 23.71, 23.73, 23.74, 23.76, 23.84A, 23.86, 23.91, 25.05, and 25.11 of the SMC; adding Sections 23.34.006, 23.44.009, 23.44.011, 23.44.017, 23.44.018, 23.44.019, 23.44.020, 23.45.530, 23.48.050, 23.48.340, 23.48.345, 23.48.445, 23.48.900, 23.48.905, 23.48.920, 23.48.940, and 23.48.945 to the SMC; repealing Sections 23.34.026, 23.43.006, 23.43.008, 23.43.010, 23.43.012, 23.43.040, 23.48.425, 23.48.621, 23.48.721, 23.58A.025, 23.58A.026, 23.58A.028, and 23.71.040 of the SMC; recodifying Section 23.44.018 of the SMC as Section 23.44.021; and amending the titles of Chapter 23.45 and Subchapter IV of Chapter 23.58A of the SMC.

Ordinance 125792

Council Bill 119445

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 28 of the Official Land Use Map to rezone land in the Northgate Urban Center; amending Sections 23.30.010, 23.48.002, 23.48.040, 23.48.055, 23.48.085, 23.58B.040, 23.58B.050, 23.58C.040, 23.58C.050, 23.71.004, 23.84A.025, 23.84A.038, 23.84A.048, and 25.05.800 of the Seattle Municipal Code; and adding a new Subchapter VII to Chapter 23.48 of the Seattle Municipal Code, consisting of Sections 23.48.802, 23.48.805, 23.48.820, 23.48.825, 23.48.827, 23.48.835, 23.48.840, 23.48.841, 23.48.845, 23.48.846, 23.48.847, 23.48.850, 23.48.852, 23.48.880, and 23.48.885.

Ordinance 125793

Council Bill 119481

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125794

Council Bill 119476

AN ORDINANCE relating to the Pike Place Market, authorizing a renewal of the agreement with the Pike Place Market Preservation and Development Authority commonly known as the "Hildt-Licata Agreement," for a term of ten years.

Ordinance 125795

Council Bill 119478

AN ORDINANCE amending Ordinance 125724, which adopted the 2019 Budget, including the 2019-2024 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2019-2024 CIP; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Ordinance 125796

Council Bill 119479

AN ORDINANCE amending Ordinance 125724, which adopted the 2019 Budget, including the 2019-2024 Capital Improvement Program (CIP); revising project allocations for certain projects and adding new projects created in Ordinance 125739 into the 2019-2024 Adopted CIP; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Date of publication in the Seattle Daily Journal of Commerce, April 3, 2019.

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