Date: Thursday, March 30, 2017  
Time: 4:00 p.m. – 6:00 p.m.  
Location: The Classroom

Committee Members: Matt Hanna (Chair), Rico Quirindongo (Vice-Chair), Gloria Skouge, David Ghoddousi, James Savitt, John Finke, Ann Magnano, Betty Halfon, Patrice Barrentine, Ray Ishii, Patrick Kerr and Colleen Bowman

4:00pm I. Administrative:  
   A. Approval of Agenda  
   B. Approval of the PDA Council Meeting Minutes for February 23, 2017

4:05pm II. Public Comment Including the Market Community

4:15pm III. Programs and Information Items  
   A. Council Chair Report  
   B. Executive Director’s Report  
   C. Committee Chair Report  
   D. Other Reports  

4:25pm IV. Key Issues Presentation and Discussion Items  
   A. Daystall Rules and Review Proposed Changes  
      I. Proposed Resolution 17-14: Adoption of Daystall Rules and Regulations  
   B. Neighborhood Center Operations/Development Agreement  
      I. Proposed Resolution 17-12: MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation

5:20pm VII. Resolutions and Other Action Items (Old and New Business)  
   A. Consent Agenda  
      Proposed Resolution 17-10: Authorization for Contract Authority – Replace Lower LaSalle Roof  
      Proposed Resolution 17-11: Lease Proposals – March 2017  
   B. New Business  
      Proposed Resolution 17-08: Naming of Western Avenue Senior Housing
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<tr>
<th>Time</th>
<th>Section</th>
<th>Details</th>
<th>Chair</th>
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<tr>
<td>5:25 pm</td>
<td>V. Closed Session</td>
<td>I. Property Management Report – RCW 42.30.110 [c]</td>
<td>Ben Franz-Knight</td>
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<td>II. Review of Lease Proposals</td>
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<td>New Lease – Neighborhood Center</td>
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<td>III. Review of Delinquency Report</td>
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<td></td>
<td>a. Vacancy Report</td>
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<td>b. Current Lease Negotiations</td>
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<td>5:45 pm</td>
<td>VI. Open Session</td>
<td>A. Action Item: Proposed Resolution 17-13: Neighborhood Center Lease</td>
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<td>5:50 pm</td>
<td>VIII. Further Public Comment</td>
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<td>5:55 pm</td>
<td>VIII. Concerns of Committee Members</td>
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<td>6:00 pm</td>
<td>X. Adjournment</td>
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PDA Council
Meeting Minutes

Thursday, February 23rd, 2017
4:00 p.m. to 6:00 p.m.
The Classroom

Committee Members Present: Rico Quirindongo, Gloria Skouge, David Ghoddousi, Colleen Bowman, Ray Ishii, Ann Magnano, Betty Halfon, Patrice Barrentine,

Staff/Consultants Present: Jennifer Maietta, Dianna Goodsell, Emily Crawford, John Turnbull, Ben Franz-Knight, Aliya Lewis, John Pehrson, Gary Johnson, Guy Michaelsen

Others Present: Howard Aller, Joan Paulson, Chris Scott, Joe Read, Jerry Baroh, Bob Messina

The meeting was called to order at 4:04 p.m. by Rico Quirindongo, PDA Council Vice-Chair

I. Administration
   A. Approval of the Agenda
      The agenda was approved by Acclamation

   B. Approval of the January 26th, 2017 PDA Council Meeting Minutes
      The January 26th, 2017 PDA Council Meeting Minutes were approved by Acclamation

II. Announcements and Community Comments
    Joan Paulson stated that the proper name for the area that is frequently referred to as the MarketFront ‘plaza’ is the MarketFront ‘outlook’. Paulson noted a book, *The Pike Place Market: People, Politics and Produce* by Alice Shorett and Murry Morgan which talks about a past design of a plaza that was to be built around the Market. She noted that the word “outlook” is more historical and would like the board to consider officially naming the space.

III. Reports and Information Items
    A. Council Chair Report
       The Council Chair Report was tabled due to the absence of the Council Chair Matt Hanna.

    B. Executive Director’s Report
       Ben Franz-Knight noted that Temporary Certificate Occupancy (TCO) for housing has been achieved and next week some residents will start moving into some of the Western Ave Senior Housing (WASH) units. Weather impacts have caused construction delays. TCO for the commercial units is targeted for the week of March 13th. June 29th is the scheduled day for the MarketFront grand opening. He stated that Old Stove has been granted temporary use of the space from the Pike Place Market Historical Commission. Within six weeks of the space being turned over to
Old Stove’s owners they believe they can be open for limited service on the west side of the commercial space.

Franz-Knight noted that an agreement that stated $1 of Market parking would be subsidized by the state will not be renewed. Parking will increase from $3 to $4 per hour up to four hours on March 1st. Seasonal early bird parking will be returning, running March 1st through June 1st and likely returning in the fall. He provided an update on streetcar work noting that utility relocation work is planned to start in January 2018. There will be an opportunity for the community to give feedback in relation to potential delivery access changes on 1st Avenue. Franz-Knight noted that there was a concern about mercantile performance however mercantile finished strong by the end of the year.

David Ghoddousi asked if there has been any public outreach about the parking changes.

Ben Franz-Knight that a tenant alert will be sent out in the morning to notify the community of parking changes.

Ann Magnano stated that she believes that all merchants, farmers and crafters will be impacted by a change in delivery access on 1st Ave.

Ben Franz-Knight noted that one of the biggest concerns is preservation of delivery parking and minimizing impacts on Pike Street and Pike Place. One of the biggest impacts for the community is the left turn into the Market coming north if that turn will be preserved or not.

There was a conversation about the flow of traffic and the potential impacts changing delivery access could have on the Market.

Rico Quirindongo noted that the council is scheduled to have the One Center City Advisory Group do a presentation next month regarding the transportation opportunity impacts, both long and short term, in several Seattle neighborhoods.

Colleen Bowman asked if the One Center City Advisory Group meetings are open to the public to which Rico Quirindongo answered that all the meetings are public meetings.

Ann Magnano asked when the Seattle Department of Transportation (SDOT) will come and speak to the council about their plans.

There was a brief conversation about SDOT’s plans.

Ben Franz-Knight noted that he anticipated the council hearing from SDOT, specifically about the streetcar plan, in April or May.
Ann Magnano spoke on her experience with SDOT and expressed concern about SDOT not fully considering the councils’ feedback.

C. Committee Chair Report
Betty Halfon recapitulated the Market Programs committee meeting. Halfon touched on the success of the event Illumination, the closure of the Microsoft Express Market, the opening of the Denny Regrade Express Market, proposed resolution 17-04 and Daystall rules.

Rico Quirindongo recapitulated the MarketFront committee meeting. Quirindongo noted that some seniors will be able to move into the WASH next week. He touched on the need to address final project cost and the budget approved for the MarketFront.
There was also a discussion on the table layout during the MarketFront meeting and the need to ensure the public space provided is vibrant and inviting while also serving the existing Market community.

D. Other Reports
None

IV. Key Issues and Presentations
A. Market to MOHAI Update
John Pehrson, the Chair of the steering committee for Market to MOHAI, introduced Dianna Goodsell, Guy Michaelsen, and Gary Johnson who are all members of the same committee. Pehrson and Michaelsen gave a presentation on Market to MOHAI.

A summary of the presentation is included below:

**Market to MOHAI Mission Statement**
- Market to MOHAI is a safe, engaging, well-lit, and well-marked pedestrian corridor connecting six of Seattle’s Parks and some of Seattle’s great public spaces, from the Central Waterfront and Pike Place Market to Lake Union Park and MOHAI. This corridor serves pedestrians, as they commute to work, shop and enjoy the opportunities for recreation in this vibrant, evolving, urban environment of the Waterfront, Belltown, Denny Triangle and South Lake Union neighborhoods.

**Streetscape Improvements**
- The development in this area provides huge leverage for any public investment we make

**Study Phase**
- January 2016 to January 2017
- Study contractor – Berger Partnership
- $70,000 – July 2016 to February 2017

**Sidewalk Tiles**
- History and culture
History Blades

- Cultural content

Challenges and Opportunities Ahead

- Western Ave Improvements between Bell and Virginia – Connection to Pike Place Market
- SDOT and Full City Ownership and Recognition
- Parks and Recreation Department Role
- Funding for ‘Claiming the Corridor’ and then full implementation
- Long term activation and ownership

Market to MOHAI Long Term Benefits

- Encourage more and longer East-West pedestrian traffic in the dense north downtown for residents, office workers and tourists
- Net together the Pike Place Market, Waterfront, Belltown, Denny Triangle and SLU with the Corridor and common activation projects
- Connect Six of Seattle’s great parks – Waterfront, Victor Steinbrueck, Bell Street, Dog Park, Denny Park and Lake Union
- Support the visitor pedestrian traffic to key public attractions
- Connect the new Waterfront Park to the rest of Downtown along with Lake2Bay and the Pike-Pine Renaissance Act 1

Guy Michaelsen noted that the group of stakeholders involved in the project are disciplined and want to make it happen. Michaelsen stated that this is not a typical civil project stating that it focuses more on experience than civil engineering.

Betty Halfon asked how certain elements of the project would be funded.

John Pehrson stated that when the project reaches the implementation stage the city of Seattle should step up or it will not be finished. Pehrson noted that he plans to reach out to the city for the funding and look at existing funding sources.

Gary Johnson noted that four city departments are represented integrally in the project. Johnson stated that while there is no clear plan for funding he agrees with Pehrson that funding will need to come both from the city and private sources.

John Pehrson noted that he would like the Pike Place Market to endorse Western Ave as a real entry into the Market from the north. Pehrson stated that the Parks and Recreation Department does not have a defined role in the project has more knowledge on activating, supporting and maintain this type of project than SDOT does. He stated that there will need to be consideration on how to activate ownership seeing that the corridor will cross four neighborhoods and connect six parks.

There was a discussion about unused land/space that the city owns that followed.
Patrice Barrentine recommended using quotes on the sidewalk pieces that come from the history and people of Seattle and that librarians would be a good resource for that.

Gary Johnson asked how the council feels about the kit of parts, especially the proposed beacon placement at the north entrance of the Market.

Rico Quirindongo noted that if Market to MOHAI could become moralized within the city and the PDA’s plan then it could go a long way. Quirindongo recommend connecting with Walk21 an organization focused on supporting and promoting walking.

Colleen Bowman wanted to know if the path leads to the Market or goes through the Market. Bowman noted that a common concern the Market Historical Commission has is defining the borders of the Market.

There was a discussion about the length of the path around or through the Market.

Ben Franz-Knight asked council to consider the following items; the path potentially being an opportunity to activate Western Ave and connect to the waterfront, the One Center City meeting next month and upcoming conversations about the streetcar. Franz-Knight noted that more work is being done to connect to South Lake Union and asked the council to think about how the different paths to and from the Market support that connection. He touched on bicycle passages on 2nd Avenue and the prioritization of different modes of transportation by One Center City.

V. Resolutions and Other Action Items (Old and New Business)
   A. Consent Agenda
      Proposed Resolution 17-04: Authorization for Renewal of Non-Exclusive Trademark Licensing Agreement with Pike Place Chowder

      Proposed Resolution 17-05: Allocation of Year End 2016 Balance

      Proposed Resolution 17-06: Authorization for Contract Authority – West Elevation Window Replacements (Old Lisa Harris Space)

      Proposed Resolution 17-07: Lease Proposals – February 2017

Colleen Bowman motioned to move the consent agenda, Patrice Barrentine seconded the motion.

For: Rico Quirindongo, Gloria Skouge, Colleen Bowman, Ray Ishii, Ann Magnano, Betty Halfon, Patrice Barrentine
Abstained: David Ghoddousi
Against: 0
The Consent Agenda was approved by a vote of 7-1-0.

B. New Business
None

VI. Further Public Comment
Joan Paulson noted the boundaries of the Market. Paulson suggested adding trees of significance and the totem poles at Victor Steinbrueck Park to the ‘breadcrumbs’ for the Market to MOHAI corridor. If the Market is defined as extending to Union Street then the corridor can connect to the waterfront.

Jerry Baroh asked if there would be multiple languages featured on the ‘breadcrumbs’ throughout the corridor.

Guy Michaelsen and John Pehrson noted that that point has been brought up and they will continue to think about that for future designs.

Bob Messina commented on the proposed sidewalk installations for the Market to MOHAI corridor and suggested using topographical or ancient geological information on the installations such as “Seattle was once under 3,000 feet of ice”. Messina noted that he did not care much for the logo but realizes there was a process they went through to reach the logo presented and suggested several revisions for consideration.

Howard Aller stated that he would never have expected David Ghoddousi to recommend the loss of parking anywhere. Aller noted that the sidewalk installations will disappear over time unless they are made in brass like other sidewalk installations around the city. The proposed beacon for the corridor is outside of the Market so there should be no need for permission from the Market Historical Commission. If the beacon is a mechanical view finder, because of the sheer number of visitors it will break within one day. Aller questioned at what height the view finder would be set at and suggested that the beacon should be an automatic continually rotating machine.

Chris Scott noted that he loved the presentation and learning about the inner process of how decisions for the corridor were made.

VII. Concerns of Committee Members
None

VIII. Adjournment
The meeting was adjourned at 5:35 p.m. by Rico Quirindongo, PDA Council Vice-Chair

Meeting minutes submitted by:
Aliya Lewis, Executive Administrator
Executive Director’s Report
March 2017

Date: March 27, 2017  
To: PDA Council  
From: Ben Franz-Knight  
Subject: Executive Director’s Report – March 2017

SUMMARY

As the weather improved in March we saw an increase in activity throughout the Market. Continuing a 20 year tradition, we welcomed spring in Seattle by handing out 10,000 daffodils on Monday, March 20th. As in past years the bright yellow daffodils were welcomed with thousands of smiles throughout downtown.

We continue to make great progress on the MarketFront project. Sellen received TCO for the garage and commercial space on Monday, March 20th. The new sidewalk on the west side of the street is now open and the last portion of work on the Desimone Bridge has commenced on the east side of Western Avenue. Over 22 residents have now moved into Western Avenue Senior Housing (WASH) and we completed punch walks for the remaining 7 Senior Artist units on the west side of the building. Final critical steel components are now in fabrication including breezeway gates and the last few planters. The entire project team is working hard on the last few complex waterproofing details to allow the final concrete pours in the project including the seat steps west of the Pavilion and sections around planters along the west walkway. At this time we anticipate commencing TI work in the commercial space in early April and are prepared to start utilizing the lowest two floors of the new garage by the end of this month.

Several other major tenant improvements in the Market are nearing completion or will be significantly complete by mid-April including the Pink Door, Pure Food, Michou and Japanese Gourmet. Staff has done an outstanding job coordinating all of these projects while simultaneously ramping up operations of the new MarketFront project.

Finally, we are deep into preparations for the launch of Farm Season, the grand opening of the MarketFront on June 29th and the Pike Place Market’s 110th Anniversary on August 17th, 2017.

KEY OPERATING METRICS

<table>
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<tr>
<th>Commercial Tenant Sales as Compared to Previous Year*</th>
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<tr>
<td>Year to Date Sales (January 2017):</td>
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<td>Restaurants:</td>
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Operating Income After Required Reserves and Debt Service:

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<tr>
<td>Annual Goal</td>
<td>$2,359,388</td>
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<tr>
<td>Year to Date: February 2017</td>
<td>$319,759**</td>
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**Actual performance is $240,294 over budget as reflected in preliminary year end statement.**

Farm and Craft Attendance

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<tr>
<td>Change from February to February 2017</td>
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<tr>
<td>Craft</td>
<td>-8.2%</td>
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<tr>
<td>Farm</td>
<td>-18.6%</td>
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*Several charts are also attached highlighting year-over-year sales trends through January with partial sales reports for February.

Operating Income after Required Reserves and Debt Service

Overall commercial activity during the month of February was mixed with some tenants reporting a very slow month due to weather with several experiencing strong sales. Revenue from the surface lots was down 18.3% and the garage 27.2% showing some recovery from January. Overall revenue to date is consistent with budget projections with expenses trending lower in the early portion of the year.

Farm and Craft Attendance

Daystall and Farm attendance were both down compared to the year prior largely due to wet and cold weather. Total active farm permits, including artisan food vendors, was at 91 for the month of February.

MARKET PROGRAMS

Marketing

- Promoted market businesses and activities via the website and social media, with a total of 265,041 Facebook likes with a total monthly reach of 1,013,636, Twitter followers increased to 72,485. In addition we have 47,260 Instagram followers, 58,248 website views and 26,958 mobile website visitors
- Conducted 9 school tours and 6 school presentations in December reaching 220 students
- Finalized creative for MarketFront Grand Opening and Farm Season
- Continued work on Digital Book project including grant funding procurement
- Coordinating ongoing MarketFront updates and tours with local media
• Continued planning efforts for MarketFront grand opening event in June 2017
• Assisted with coordination of Mayor Murray’s press conference on “Age Friendly Seattle” held at the Senior Center

Farm and Daystall
• Continued preparations for 2017 Farm season including finalizing design for new farm truck wrap
• Completed Daystall Rules Review process and presented recommendations
• Held 5 community workshops and meetings with over 60 community members participating
• Began testing table prototype for MarketFront and explored idea of allowing carts to serve as displays

Market Programs Committee - Key Actions and Discussions
• Reviewed updated creative for MarketFront Grand Opening
• Received update on overall marketing efforts
• Reviewed MarketFront Media Plan
• Reviewed and approved 2017 Daystall Rule Change recommendations

FINANCE AND ASSET MANAGEMENT

Finance and Accounting Department
• Processed all payables and receivables
• Ongoing coordination of draws and reporting for both NMTC and LIHTC financing for the MarketFront
• Ongoing review of all MarketFront pay applications
• Completed LaSalle Audit
• Continued tracking all MarketFront expenses and preparing for MarketFront Project Final Allocations

Residential
• Continue to lease available units, Market-wide vacancy rate average at 2% through February
• Coordinated move-ins and apartment turnovers
• Completed selection and approval and move in for 26 tenants in the new WASH apartments
• On track to reach final move-in for remaining 14 units by the end of April
• Maintained compliance with HUD contracts and submitted forms for annual rate increases
• Assisting with coordination of ongoing maintenance and repairs in all buildings

Commercial
• Processed pending new leases, lease renewals and options including a near-record 7 leases in November
• Commercial Portfolio Manager Jennifer Maietta was elected to serve on the board of the National Association of Produce Market Managers (NAPMM) at the annual conference held in San Francisco in March. Jennifer also presented at the conference speaking on retail tenant mix and how to maximize revenues.
• Continued successful booking of events in Economy rooms and Atrium Kitchen
• Continued active lease administration work to ensure compliance and consistent operations
• Continued design coordination efforts with MarketFront commercial tenants
• Continued TI Coordination with existing Market tenants including the Pink Door
• Coordinating recruitment efforts for former Spanish Table space and upcoming vacancies due to tenant relocation to the MarketFront
• Reviewing signage options and possible improvements on Western

**Capital Projects**
• Continued coordination of Soames Dunn tenant restroom renovation
• Finalized recommendations for Pine and LaSalle roof repairs
• Assisted with coordination of Market tenant TI projects
• Soliciting bids for Steinbrueck Park/Native Park temporary fence
• Soliciting interest in RFO for Term Architect

**Parking**
• Garage revenue for February was down due to weather but not as dramatically as January
• Revenue from the surface parking lots was also down in February 18.3%
• Raised rates back to $4/hr for up to 4 hours. Returned seasonal Early Bird parking until June 1, 2016.
• Made final plans for integration of new garage

**Maintenance and Facilities**
• Coordinated apartment turn-over work and responded to calls for service throughout the Market
• Participated in detailed planning efforts to coordinate assumption of MarketFront operations
• Managing ongoing need for minor repairs, plumbing and electrical in the Market
• Continued ongoing FOG abatement efforts
• Processed 122 tons of garbage, 443 yds of mixed recycling, 151 yds of compost, 43 tons of fish ice melted in February

**Security**
• Conducted routine patrols and provided support for filming and events
• Responded to calls for service in the Market, fire alarms and requests for assistance (e.g. commercial tenant after hours building access)
• Provided support for filming activity and events
• Continued active monitoring and patrol of MarketFront residential
• Participated in detailed planning efforts to coordinate assumption of MarketFront operations

**Finance and Asset Management Committee - Key Actions and Discussion**
• Reviewed preliminary Financial Statements for February 2017
• Heard update on Commercial and Residential property activity
• Reviewed and discussed Guided Tour license and guidelines
• Approved **Proposed Resolution 17-09**: Authorization for Contract Authority – Replace Upper and Lower Pine Roof
• Approved **Proposed Resolution 17-10**: Authorization for Contract Authority – Authorization for Contract Authority – Replace Lower LaSalle Roof
• Discussed **Proposed Resolution 17-12**: MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation
• Approved **Proposed Resolution 17-11:** Lease Proposals March 2017 – Renewals – Chin Music Press, Micks Pepoorri, Paper Feather, Place Pigalle, Seattle Hats

**MARKETFRONT**

• Received TCO for Garage and Commercial Space on March 20th
• 26 residents moved in by end of March, on track for remaining move-ins by end of April
• Completed installation of HVAC, Fire Suppression Systems and Common Area Lighting in main Producers Hall
• Continued plaza concrete pours and central stairs
• Garage back-punch underway
• Street repaving completed
• Continuing review of schedule impacts due to weather and project complexity
• Plaza Canopy garage door installation, lighting, sink, and fire suppression system nearly completed
• Plaza deck construction underway
• Remaining steel components being fabricated including gates and last few planters
• Desimone bridge seismic upgrades on east side of Western underway

**MarketFront - Key Actions and Discussion**

• Received update on schedule and budget
• Approved **Proposed Resolution 17-08:** Naming of Western Avenue Senior Housing

**PDA Employee January 2017 Anniversaries:**

14yrs Katie Ngirmechaet Accounting  
10yrs Carl Wagoner Administration  
9yrs Jacob Luey Security  
7yrs Eugene DeMesa Residential  
5yrs Lillian Sherman Market Foundation  
5yrs Keith Sonderleiter Maintenance  
4yrs Jose Hernandez Facilities  
2yrs Mario Flores-Flores Facilities
METRIC 1
Commercial Sales Comparison (thru January 2017)

FOOD

MERCANTILE
2016/2017
Daystall Rules & Regulations

for the

Pike Place Market
Preservation and Development Authority

Draft of Rule Changes
Recommended by PDA Staff

Last Amended & Approved March 26th, 2016 Draft: 3/14/2017
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I. RULES COMMON TO ALL DAYSTALL TENANTS

A. Mission Statement

The purpose of the Pike Place Market’s Daystalls are to uphold the Market’s founding tradition of “Meet the Producer” by providing both farmers and craftspeople an opportunity to sell farm-produced or handmade items directly to the consumer; to provide a wide variety of farm products and handmade arts and crafts for shoppers; and to provide direct marketing opportunities for new farmers and craftspeople to pursue their livelihoods. Both farm and craft businesses are an integral part of the Market’s overall economic and social communities.

Daystall management policies are intended to provide a framework for achieving these purposes; to foster an environment where individual farmers, artists and craftspeople can succeed economically; to provide equitable business opportunities; and to maintain a diverse mix of products offered for sale by producers.

The Rules and Regulations necessarily refer to the use of Marketmaster discretion in the interpretation and application of rules and direction of Daystall operations. Under the agreement between the PDA and the City of Seattle for the operation of the Daystalls, the authority for use of this discretion lies with the PDA Executive Director. The Executive Director authorizes the Daystall Management and acting daily Marketmasters to exercise such discretion in the course of daily administrative duties. Discretion shall be exercised in a manner designed to fulfill the intent of these rules.

Farmers are given the highest priority for use of the Market’s Daystalls, providing an opportunity for growers to market directly to the consumer; the sale of food and fresh farm products receives the greatest emphasis. Daystall Rules reflect this use priority, recognize the different needs and nature of farm businesses, and provide guidelines for the continued operation of the Daystalls as a farmers’ market.

The PDA acknowledges the rightful and permanent position of handmade arts and crafts as an integral use of the Market’s Daystalls. The Daystall Rules seek to encourage successful crafts businesses, promote a unique, diverse mix of handmade products, maintain standards of artistic involvement by the producer, as well as to provide opportunities for incubation of new crafts businesses on the Daystalls.

Performing artists add to the festive character of the Market and contribute to a unique shopping opportunity for Market customers. The PDA’s mission with regard to performers is to maintain location limitations within the Market where performing artists may entertain Market shoppers in a fashion consistent with and complimentary to the needs of the Market’s commercial business activities and Market residents, while maintaining safety and public access to market businesses.

B. Definitions

These definitions apply to terms used within these Rules and Regulations. For example, when the term “farmer” is used, it refers to a Market farmer who meets the terms of the definition below.

1. Daystall
   a. “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 shall constitute a standard Farm Table; one Daystall assigned to an artist or craftsman shall constitute a standard Craft Table.
   b. 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.

c. 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.

d. 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.

e. Table Size and Area: Permanently constructed Daystalls shall be of approximately uniform
frontage taking account of architectural features. Each Daystall shall have frontage on the
Arcade of at least four feet. A Daystall may exceed this size by as much as one and one-half
feet if the Marketmaster determines that this extra space is required because of the
placement of columns or other architectural barriers.

f. The Marketmaster shall clearly mark the dividing lines between Daystalls. If the
Marketmaster determines that it is in the best interest of the vendors and the public, he or
she may create additional, temporary Daystall space on property owned or managed by the
PDA or on other overflow locations as designated by the PDA with the prior approval of the
MHC. Such temporary space will provide approximately the same amount of selling space
to the vendor, but the vendor may be required to provide his or her own structure from
which to display and sell permitted merchandise.

g. “Marketmaster Discretion” allows that the Marketmaster may make judgments or issue
directives that honor the intents of the Daystall rules on infrequent instances when a
situation is either not directly addressed in the rules or the application of a rule is judged to
be significantly in conflict with the intent of the rules.

2. Fresh Produce

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

3. Marketmaster

The Executive Director and/or his/her designee.

4. Permit Holder

a. Farmer

1) A farmer is a person who makes or intends to make a substantial portion of his or her
income from producing permitted farm products, and whose primary goal is to make a
living from farming. A farmer must have ownership or leasehold rights to the land being
farmed during the entire growing season (April 19 through October 14), or must have
use rights pursuant to the government-sponsored or non-profit training program whose
purpose is to aid farmers in full-time farming endeavors. The farmer must also possess
all required Permits and/or licenses.
2) The “farmer” on a permit may include family members as provided in Section II.A.1.b.7) of these rules. A “farmer” may consist of a corporation, partnership or joint permit, provided that the person holding the largest number of shares in the corporation meets any applicable attendance requirements for farmers.

3) Rule Intent and Application: The definition of “farmer” is designed to encourage a wide variety of growers/producers to sell directly to the consumer at the Market as a means to support and build his or her farming business. The Market farmer is not a hobbyist or backyard grower who wishes to sell in the Market as a sideline or means of supplementing his or her primary source of income. While no single standard to differentiate qualified Market farmers will apply to all cases, the PDA staff will consider the farmer’s gross income from farming, acreage or appropriate measure of space and equipment for conducting their farm business, and requirement for different types of farm businesses in issuing farmer permits. The Marketmaster may also request the assistance and advice of existing Market farmer and other farm experts in evaluating permit applications.

b. Artist/Craftsperson

1) An artist or craftsperson is an arts/crafts permit holder who produces individually handcrafted items in accordance with the definition of and standards for permitted merchandise. An artist/craftsperson is intimately involved in the design and production of the items specified on his or her arts/crafts permit.

2) Permitted Merchandise: An item of permitted merchandise must be a handmade article which results from the combining of a variety of materials, creative energy and skill. Within each category of handmade articles, the requirements for “handmade” will vary. Accordingly, the requirements for “permitted merchandise” are further set forth below, in the section entitled “Standards for Permitted Merchandise.”

3) Agent: An agent is an individual employed by an arts/crafts permit holder for the express purpose of selling the permit holder’s permitted merchandise at the Market. Agents are regulated by the specific rules within the section entitled “Use of Agents,” Section I.G.

4) Assistant: An assistant is an individual employed by the permit holder to assist the permit holder in making permitted merchandise. An assistant must work under the direct supervision of the permit holder. Use of assistants is regulated by the specific rules within the section entitled “Use of Assistant,” III.C.

5) Arts/Crafts Seniority List: The Arts/Crafts Seniority List defines the order of seniority for arts/crafts permit holders. Those permit holders selling in the Market the longest have the lowest numbered (most desirable) positions on the Seniority List. The Marketmaster shall revise the Seniority List periodically to reflect changes in the permit holders selling at the Market. The Seniority list will be used in making Daystall assignments to all arts/crafts permit holders, as specified below in the section entitled “Table Assignment Procedures for Arts and Crafts,” III.F.

c. Performer

1) Performer 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 donations are sought or received for such performances. Commercial vending of products is not considered a “performance” and as such vendors do not qualify as “performers” under these rules and regulations.
2) Performers may receive donations and recordings by musicians can be available for sale; however, performers are prohibited from active solicitation of donations and from active sale of any product associated with the performance.

5. Seniority

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 permit holder, 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 permit holder. Seniority shall rest with the permit holder based on compliance with rules and regulations as such, may not be assigned, shared or transferred other than as permitted in the Daystall Rules and Regulations.

6. Week

Week for the purpose of determining seniority means the seven-day period that begins with Sundays and ends with Saturdays.

C. Rates & Fees

1. Permits

   a. Farmers $35 annual permit
      This is paid with permit application.
   b. Crafts $35 annual permit-due March 1st of each year.
      $35 off-season permit-due January 2nd of each year.
   c. Performer $30 annual permit.

2. Rental Rates for Day Tables

<table>
<thead>
<tr>
<th></th>
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<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
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<td><strong>Off-Peak Rates</strong></td>
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<td>$22.8523.45</td>
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<tr>
<td>(January-March)</td>
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<tr>
<td><strong>Shoulder Season Rates</strong></td>
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<td>(April-May) &amp; (October-December)</td>
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<tr>
<td><strong>Peak Season Rates</strong></td>
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<td>$31.6032.55</td>
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<td>(June-September)</td>
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<td>$34.8535.90</td>
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3. Other Fees

   a. Returned check fee $25.00 for each instance plus bank charges.

4. Change in Rates and Fees

   a. Rental rates are subject to change annually effective April 1st of each year.
   b. Permit fees may be adjusted annually effective January 1st of each year.
c. Payment of all rates, fees and permits is required as a condition of operation of permit.

5. Payments

a. Payment of all daily rental fees, monthly locker or cooler rent, and any other incidental fees incurred, will be due by the 20th day of the month for the prior month. A statement of charges will be mailed to all permit holders by the 5th day of each month, for the prior month’s activity. Accordingly, if any installment of rent or any other sum due from permit holder shall not be received by the PDA or PDA’s designee by the end of business hours on the 24th day of the month, then that amount is past due and the permit holder shall pay to the PDA a late charge of $25.00. (Note that since these are daily charges, the period covered by the bill will be from the 1st of the previous month to the 31st of the previous month.)

i. The permit holder will not be assigned a table if payment is not received by the 5th of the month following the billing. In order to be eligible for table assignment all current charges must be paid. The permit will be considered abandoned if full payment has not been made in 60 days after becoming past due. Appropriate written notification warning of pending abandonment status will be delivered to permit holder(s).

ii. Tenants who are past due to the point of being ineligible for set up 3 times in any 12-month period, may be placed on a mandatory structured payment plan at the discretion of the Marketmaster.

b. Fee Payment Procedures: Check or money order payments may be made during PDA office hours, 8:00 AM-5:00 PM, Monday - Friday, or via the U.S. Postal Service. Otherwise, cash payments will be accepted Monday - Friday during the hours that the cashier window operates. Payments by card will include a 5% administrative fee.

c. Rule Intent: This rule is intended to encourage craft business success and independence, and to discourage chronic late payments and business failure. Daystall staff will work with tenants to set up payment plans in cases of extreme hardship.

D. Operating Rules

1. Display Standards

a. Visibility: Table displays must be assembled in a manner which allows clear visible access to adjoining stalls. The Marketmaster will keep posted a list of specific guidelines for commonly occurring general display issues. Permit holders may submit written requests for revisions of these guidelines for review by the Marketmaster. In general, displays may not exceed a height of twelve inches in front, except where the item being displayed exceeds those dimensions. In all cases, the Marketmaster may use his or her discretion in allowing higher displays where such displays will not obscure surrounding merchandise or interfere with adjoining stalls.

b. Temporary Display: Daystall users may affix temporary display structures to the lighting superstructure above the Daystalls if the temporary display:

1) Is completely removed at the end of the day;

2) Does not obscure surrounding merchandise; and,

3) Does not weigh more than five (5) pounds (total weight of display plus products).

c. Table signs are permitted so long as they do not obscure adjoining stalls. If a sign is hung from the Daystall superstructure it will be considered a temporary display fixture and will be subject to the restrictions stated above.
d. Nails, thumb tacks, and screws may not be used to attach displays to Market property.

e. All tape must be completely removed at the end of the day.

g. **Use of Utilities**

1) **Electricity:** Electrical outlets or other sources of electricity near Daystalls may be used only with permission of the Marketmaster. The Marketmaster may deny such use if it results in excessive circuit loads and may also require an additional fee for such use. These outlets are intended for lighting fixtures, farmer scales and credit card machines only. Plug-ins may not exceed 300 watts per outlet. Heaters or fans are NOT permitted.

2) **Light fixtures:** Permit holders and their agents may not remove or replace any of the lights from any fixture in the area encompassed by Market Daystall tables (the 2nd and 3rd sections, the Dry and Wet Sides of the North Arcade, the Desimone Bridge, the Inside Slabs and the Dog Leg).

3) **Phone Outlets:** The phone jacks behind Market day tables are for credit card purchase verifications and 911 emergencies only.

h. The Marketmaster may, in his or her discretion, require removal of a display or a temporary display structure.

j. All vendors erecting canopies or umbrellas must securely anchor each canopy leg or umbrella with no less than 24 pounds.

2. **Sanitation Requirements**

a. **Applicable Laws and Ordinances:** 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.

b. **Cleanliness:** Daystall tenants shall keep the premises in a neat, clean and sanitary condition.

3. **Conduct of Business**

a. **Business Hours**

1) Opening Times:

   **Farmers are required to set up on Market Daystalls by 9:00 am, or they will forfeit their space.** If a farmer has reserved space to sell for the day, they are required to establish a visible presence at their table or have called the Marketmaster cell phone by 8:00 am June through September or 8:30 am October through May. All craftspeople must be set up at their tables by 11:00 AM or forfeit their space. At that time, unused space reverts back to the PDA and can be reassigned by the Marketmaster.

2) Closing Times:

   Farmers are required to be open for business until at least 4:00 PM or until product is sold out. Craftspeople are required to be open for business at least until 4:00 PM each day.

   All vendors are to complete business and clear their area for daily clean up by building staff no later than 6:00 PM.

3) **Summer Season Closing Times:**

   During the months of June, July, August, and September, all vendors are to complete business and clear their area for daily clean up by building staff no later than 7:00 PM.
On Thursdays, Fridays and Saturday of these months, craft businesses shall remain open for business until at least 5:00 PM.

b. Roll call shall be held every day on which the Market is open, at the north end of the North Arcade.

   From January 1 through April 30, roll call will be held at:
   9:30 AM on Sundays and weekdays, and
   9:00 AM on Saturdays.

   From May 1 through December 31, roll call will be held at:
   9:00 AM every day.

c. All Daystall tenants must dismantle their displays without interfering with normal lock-up and cleaning procedures (6:00 PM October - May; 7:00 PM June - September).

d. Standards for Behavior

   These standards apply to craftspeople, farmers and agents. Behavior standards for performers are included in Section V. Specific Requirements for Performers.

   1) No Daystall tenant or his/her agent shall treat any person in a manner that is rough, menacing, vulgar, profane or abusive, or in a manner that involves discrimination based on race, ethnicity, gender, sexual orientation, age, disability or national origin.

   2) Babies and children are permitted behind Daystalls while their parents sell as long as they do not create a nuisance or disturbance to others.

   3) No animals are allowed behind Daystalls.

   4) Trading of assigned tables must be approved by the Marketmaster.

   5) No Daystall tenant or his/her agent shall smoke in covered arcades or drink alcoholic beverages behind the Daystalls. Permit holders and their agents may not smoke within 25 feet of an open Daystall business or the roll call board.

   6) No Daystall permit holder, agent or performer shall be under the influence of illegal drugs or alcohol while selling or performing at the Market.

   7) The Marketmaster may do all things necessary and proper to enforce and carry out these Rules and Regulations.

   8) Permit holders and their representatives are expected to immediately comply with requests of the Marketmaster and Market Security.

      1. Non-Interference Clause: Displays, demonstration of goods, marketing techniques, and any other actions or behaviors of the permit holder or their representative(s) must be conducted in such a way as to not interfere with the normal conduct of business at adjoining or nearby stalls, or Market operations. This clause also requires proper storage of belongings and bins (as specified by the Marketmaster) and the cooperation with Market staff needing access for the conductions of maintenanceSales practices shall not disrupt neighboring businesses. Examples of situations when the Marketmaster may require someone to stop a disruptive sales practice:

         a. Calling aloud to passers-by who have not yet expressed interest in vendor’s goods.

         b. Advertising or attempting to sell goods in the common area rather than from behind the day table.
c. Violation of display guidelines.

d. Disruptive table-side production.

10) Daystall permit holders or agents must treat Market facilities with care and respect. Individuals causing damage to PDA facilities are subject to violation and fine for cost of repair.

e. Customer Service Standards

1) 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 117001 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 dealing or to cheat any person in any manner whatsoever.

2) No permit-holder may hold a “going out of business sale” without providing the Marketmaster with prior notice of his/her intent to leave the Market and abandon his/her permit and accrued seniority within 30 days.

3) All products offered for sale must be safe, have a decent life expectancy and exhibit quality of construction.

4) All customers are to be treated with courtesy and respect.

5) Vendors are encouraged to display prices of products offered for sale.

6) Vendors shall have written refund and exchange policies at their day table.

7) Vendors shall provide a receipt to customers on request.

8) Customer complaints that cannot be resolved amicably on-site shall be immediately referred to the Marketmaster office for handling.

9) Crafts vendors or their agents are required to have the permit holder’s business cards or the equivalent, including the permit holder’s phone number, posted in a place where the customer can see it.

10) Farmers or their agents are required to have a sign showing their name and/or the name of their farm and their farm’s location, specifying city and state, posted in a place where the customer can see it.

11) Farmers must locate their scales in a manner so that the customer not only has a clear view of the scale but can also see the measure and price registered on the scale.

f. Violation of Federal, State, and Local Laws and Ordinances: No Daystall tenant shall conduct Market-related business in violation of any city ordinance or state law, including those related to consumer protection or public health and safety.

g. Non-Transferability: No Daystall permit or seniority position may be sold, traded, bartered or otherwise exchanged. Daystall permits are not considered to be property and are absolutely non-transferable. A Daystall tenant cannot own or operate a commercial business leasing space within the Market Historical District.

E. Permit Holder Attendance Requirements

1. Minimum Permit Holder Attendance Requirements
a. **Farmers:** Any farmer employing an agent must sell in person at his or her rented Daystall at least one day in any week in which the agent sells for that farmer at the Market. The person selling as the farmer must be either the permit holder, an immediate family member or anyone actively involved in the cultivation of the farm.

b. **Crafts:** In order to maintain a position on the seniority list, a permit holder (or his/her designated agent) must sell at the Market a minimum of two days each week. If on a Sunday, Monday, Tuesday or Wednesday a permit holder attends roll call and all permanent Daystall space and outdoor slabs have been assigned, the permit holder has the option of not setting up to sell and that day will count toward the two day attendance requirement, provided that the permit holder receives written verification from the Marketmaster at the end of roll call.

1) In addition, the permit holder answering roll call in person may not employ an agent on one of these days and must spend his or her time actually selling at the Daystall and meeting the customer.

2) Each member of a joint permit must fulfill these same requirements at least one day every two weeks.

3) In order to sell on a Saturday, a permit holder or off season permit holder (or his/her designated agent), must sell at the Market a minimum of two weekdays preceding the Saturday on which he/she wishes to sell each week.

4) Permit holders receive eight (8) weeks of vacation time per calendar year. During a week of a permit holder vacation, a permit holder may elect to work one weekday to qualify to sell on that Saturday, if he or she is not using an agent to sell for them Monday through Saturday during that week (agent may sell on Sunday).

After a permit reaches a tenure of 20 years, an additional week of vacation will be earned each year. After 25 years, a second additional week of vacation will be earned each year.

5) Art/craft permit holders can carry over up to, but no more than, eight (8) weeks of vacation time into the New Year.

6) A crafts permit holder will be designated a Senior Crafts Permit Holder on their 30th anniversary date of selling at Pike Place Market. A Senior Crafts Permit Holder will only be required to sell at the Market one (1) day a week to maintain their position on the seniority list. They will still be required to sell at the Market a minimum of two (2) weekdays to sell on a Saturday.

7) A permit holder may generate an additional vacation week by operating their business a consecutive Monday, Tuesday, Wednesday block in a week during the months of January, February, or March. This week must include at least one day of attendance for the permit holder. Up to two such vacation weeks may be created in a given calendar year.

8) Recognized holidays for the Daystall Community will be Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day, the 4th of July, and Labor Day. Those weeks will constitute a one (1) day attendance week for the permit holder and also will only require one (1) weekday to be allowed Saturday set up.

9) Permit holders who work 88 attendance days or more in a given calendar year will have an additional 2 vacation weeks added to their total in the following year. *(Intent: this rule serves as reward to permit holders who greatly exceed the minimum attendance requirement, providing the public with more opportunity to “Meet the Producer”)*
c. **Attendance of Permit Holder:** For the purposes of a) and b) above, attendance requirements for the week will have been met when the permit holder (either farmer or crafts):

1) Is present at the time of table assignment that morning, and
2) Is present and selling at his/her day table for a minimum of five (5) hours, and
3) Is present while the booth/display is closed down at the end of the day.

**OR,** if the permit holder is a farmer,

4) Present and selling at his/her day table for a minimum of eight (8) hours, and is either present at the time of table assignment or when display is closed down at the end of the day.

d. Any variation from the above operation requirements must be approved in advance by the Marketmaster.

e. Sabbatical leave may be granted at the Marketmaster’s discretion. Sabbaticals are typically for twelve (12) months. Sabbaticals require a written request by the permit holder and written approval by the Marketmaster. The intent of a sabbatical is for further study of the permit holder’s art or craft. After 10 years of selling in the Market, craftspeople may request a one-time 12-month "Exit Leave", which would preclude any additional Sabbatical or leave of absence. Permit holders shall not accrue seniority while on a leave of absence.

Medical leaves of absence may be granted at the Market Master’s discretion for a period of time up to twelve (12) months. Medical leaves may be granted for serious illnesses or injuries which prevent permit holders from fulfilling their attendance requirements and require written documentation by a doctor attesting to the permit holder’s injury or illness. Permit holders requiring repeated or frequent excused absence from attendance for medical reasons may be required to review their attendance record with the Marketmaster and the outcome of this review will influence the Marketmaster’s decision regarding granting further medical leave.

Severe medical conditions requiring extended leave will be addressed on a case-by-case basis. Circumstantial factors will be weighed including severity of documented condition, tenure of the permit, and demonstrated effort of the tenant to meet their attendance requirements. Any person exceeding their approved leave of absence without prior written approval of the Marketmaster shall be considered to have abandoned their permit. Except in the case of approved extended medical leaves or extenuating circumstances, as determined by the Marketmaster, no crafts permit holder shall accrue seniority while on a leave of absence.

f. Failure to meet the attendance requirements specified above without written verification of illness or other reasonable explanation is a violation.

g. If a permit holder is absent from the Market because of prolonged illness, the permit holder must present written verification of that illness within one week of his or her return to the Market.

h. Following a permit holder’s death, the permit holder’s families or dependents may continue to sell the permit holder’s inventory. This allowance would be made at the discretion of the Marketmaster for a period of up to three months within the first 4 months following the passing of the permit holder. The Marketmaster may require verification of the inventory prior to the period of selling as well as legal confirmation of the right to sell the work.

F. **Table Assignment Procedures**
The Marketmaster will assign table spaces each day according to these procedures. Individual farmers, artists, grandfathered vendors and craftspersons may rent one or more adjoining stalls as permitted by the Rules and Regulations of the Authority.

1. **Standard Farm Table Assignment**
   a. Unless otherwise provided by these rules, each farmer is assigned a standard space of two 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 less than two tables if, in the estimation of the Marketmaster, doing so would benefit the seller, community, and consumers without undue hardship on the farmer.

2. **Assignment of Less Than Two Daystalls to Farmers**
   a. Farmers selling only one type of item or selling products which require a limited amount of display space are encouraged to take only one table during the holiday season from Thanksgiving through December 31 in order to accommodate additional artists and craftspeople during busy times. During this time period the Marketmaster may require a farmer to take less than two Daystalls, if, in the Marketmaster’s estimation, doing so would benefit the seller community without undue hardship to the individual farmer. Guidelines for such decisions are further identified in Section II.D.

   b. In exercising Marketmaster discretion, the Marketmaster will consider the factors below.

3. **Allocation of farm priority tables during the holiday season (Thanksgiving – New Years)**
   On those days when combined demand for farm and craft Daystalls is expected to exceed capacity of interior spaces some farmers may be assigned less than two table spaces for the purpose of accommodating as many vendors inside as possible, while allowing as many farmers as possible to have standard two table selling space. The Marketmaster and his/her designee shall have the sole discretion in final table assignments, but shall seek to apply the following principles in addition to the farmer’s preference of table location:

   a. Larger spaces will generally be assigned to growers with multiple varieties of fresh fruits and vegetables.

   b. The Marketmaster will consider the functional facilities provided at each table in deciding where farmers can be best accommodated with reduced table space, (i.e. table depth, back area, back bench space in addition to table frontage).

   c. Farmers selling multiple varieties of fresh products will generally receive more space than those selling only one crop.

   d. If there is an abundance of a particular farm product at any given time, growers at that time may be required to take less space to ensure that a variety of foods are available for sale.

   e. Processed food farmers selling on the dry side may be reduced to accommodate the maximum number of growers not needing tables with water.

   f. Growers selling only non-edible items will receive the least consideration for allocation of a second table.

   g. When practical, farmers will be asked if they wish to share space (i.e. 3 Daystalls for 2 farmers).

4. **Assignment of Additional Farm Tables**
a. Any farmer may be assigned a third table, restricted to the sale of a diverse selection of fresh produce. What constitutes a “diverse selection” will be determined by the Marketmaster. Prior to the Marketmaster’s assignment of a third inside table the Marketmaster shall estimate whether adverse weather conditions will make uncovered outside selling spaces unsuitable for Daystall operations. On days when this appears to be the case, the Marketmaster, in his/her discretion, may first limit the number of third tables allocated to farmers inside the arcade to those selling only a diversity of fresh produce; and, thereafter, may limit the number of third tables assigned inside the arcade, if necessary to provide selling space undercover for expected craft permit holders who are subject to attendance requirements.

b. Farmers who wish to sell a diversity of fresh produce in combination with other products will be able to sell from larger overflow spaces, separate from those provided for special events, promotions, and/or designated “farmers market” days, provided outside of the arcade. The Marketmaster shall use his/her discretion in determining if a farmer is providing adequate diversity of product to qualify for this extra space. Farmers selling in outside overflow spaces, separate from those provided for special events, promotions and/or “farmers market” day, are subject to the same product requirements as ordinary Daystalls.

Rule Intent: Table assignment procedures are designed to accommodate as many craftspeople and farmers as possible on any given day. In offering the farmers the potential to use a third table, the PDA seeks to maintain the historic availability of fresh produce on the Market farm tables. The Marketmaster is encouraged to offer as often as possible the use of a third table for the express purpose of continuing this tradition of fresh, edible produce. This opportunity is inclusive of those farmers selling two tables of fresh and/or dried flowers and who would like another table for the purpose of selling a diversity of fresh, edible produce.

c. After the farmer table assignments, arts/crafts permit holders shall have the opportunity to choose an additional Daystall from those which remain unassigned, according to procedures established by the Marketmaster, depending on the number of permit holders seeking additional tables, which remain unassigned at the end of roll call.

g. On days that a permitted Daystall business is selling in the Market, with a reasonable allowance for personal breaks, tables must be attended by a permit holder or agent.

G. Use of Agents

1. Farmer
   a. The Authority may require any permit holder desiring to have a representative agent at a Market stall to file with the Marketmaster a copy of the contractual agreement between the farmer and the agent.

   b. An agent may represent two permits on any given day. In order to qualify, farms cannot sell like products (ex. one agent cannot sell for two flower farms) and all attendance requirements for both farm permits must be met. Agents representing two farms will be granted three Daystalls, based on availability, and must obtain prior approval from the Marketmaster.

   c. Any farmer employing an agent must sell in person at his or her rented Daystall at least one day in any week in which the agent sells for that farmer at the Market.

2. Craftsperson
a. An arts/crafts permit holder may employ an agent in order to sell his or her products.

b. The permit holder may file in writing with the Marketmaster the name of any designated agent authorized to represent the permit holder.

c. An agent may work for a permit holder during the permit holder’s absence, provided that the permit holder meets the requirements for selling a minimum number of weeks at the market as specified above.

d. An agent may represent only one or two permit holders on any given day. If an agent represents two permit holders, the agent may choose two Daystalls when the second number is called.

e. An agent may be allowed to work for a permit holder while the permit holder is on a documented medical leave of absence not to exceed nine weeks, provided that the Marketmaster receives documentation from a doctor stating the permit holder is able to continue to make his/her product but unable to work in the Market.

f. A craft permit holder may serve simultaneously as his or her own vendor and as a sales agent for another permit holder year-round. In choosing table space, the seniority of the less senior permit holder shall be recognized. This rule shall have no effect on attendance rules for permit holders.

g. During the off-season (January through April) off-season vendors may employ agents under the following conditions:

1) The permitted off-season permit holder must sell in person one day of any given week that the off-season permit is operated. Any week this condition is not met, all points accrued for that week will be lost, and is a violation of the rules.

H. Administrative Guidelines Regarding Enforcement of Rules

1. Enforcement and Sanctions

In cases where a rule violation has occurred or is occurring, it is the goal of PDA staff in enforcing Daystall Rules to achieve voluntary compliance by the tenant(s) upon request by the Marketmaster. In general, sanctions will be imposed only in cases where the tenant has not complied or the violation is recurring. Sanctions may be imposed by the Marketmaster, including remedial sanctions consisting of required reimbursement of the additional cost incurred by the PDA as a result of the violation, suspension or revocation of Daystall or performer permit, reflecting the severity of the violation, and record of past incidents. In the event that sanction would result in loss of permit holder’s ability to sell at the Market, decision is subject to appeal according to the following procedures.

2. Suspension and Revocation of Daystall or Performance Permit

a. Procedure: In making a finding that a permit holder has violated the terms of these rules and regulations, the Marketmaster shall comply with the following procedure:

1) Notice of Grounds for Belief that Violation Has Occurred:

When the Marketmaster has reasonable grounds to believe that a violation has occurred; he/she shall notify the permit holder in writing of the suspected violation. Such Notice shall specify the nature of the violation, the section of these Rules and Regulations that applies to the violation and the date or dates of the violation. To the extent that the Marketmaster is relying upon witnesses to the violation other than the Marketmaster, the Notice shall identify those witnesses.
a) The Notice shall inform the permit holder that a finding of violation may result in suspension of the permit for a period of time as specified under Section I.H.2.b) or, if the violation is of a nature that may result in revocation of that permit, that a finding of violation is of a nature that my result in revocation of that permit. If the Marketmaster intends to consider prior findings of violation in setting the appropriate penalty, the Notice shall specify those prior findings of violation. The Notice shall inform the permit holder of the permit holder’s right to a hearing before the Marketmaster in which the permit holder may present explanations, objections, or defenses.

b) Notice shall be delivered to the permit holder or his/her agent if either is present at the Market. If deliver is to an agent, the Marketmaster shall also mail a copy to the permit holder at the address on file with the Marketmaster. If neither the permit holder nor his/her agent is at the market, the Marketmaster shall mail a copy of the Notice to the permit holder at the address on file with the Marketmaster.

2) Hearing on Violation

The permit holder shall have the right, within five (5) working days of delivery of the Notice to the permit holder, or within seven (7) working days of mailing if the Notice is mailed to the permit holder, to request a hearing before the Marketmaster. The hearing shall be held within three working days of the day the Marketmaster receives the request, and, to the extent practicable, shall be at a time agreed to between the Marketmaster and the permit holder.

a) At the hearing, the Marketmaster shall set forth the basis for his/her belief that a violation has occurred. The Marketmaster is not required to present witnesses, but, rather, may relate what the Marketmaster has been told by witnesses and the Marketmaster’s understanding as to the basis for the witnesses’ statements. The permit holder shall be entitled to give explanations, objections, and defenses and, within the reasonable time limits set by the Marketmaster, shall be entitled to present witnesses.

3) Decision

Within two (2) working days of the hearing, or within ten (10) business days of mailing of the Notice of Violation if no hearing is requested, the Marketmaster shall make a written decision finding that a violation has or has not occurred and, if he/she finds that a violation has occurred, setting forth the penalty. The decision shall be personally delivered to the permit holder or his/her agent if either is present at the Market, and shall be mailed to the permit holder at the address on file with the Marketmaster. On appeal, the Marketmaster’s findings of fact will not be overturned unless they are unsupported by substantial evidence.

a) Penalties

1] Warning: The Marketmaster may issue a warning specifying the violation and the steps that should be taken to ensure that it does not reoccur. The warning may include a requirement of certain special reporting requirements to allow the Marketmaster to ensure that the violation is not reoccurring.

2] Monetary sanctions may be assessed in cases where the nature of the violation results in increased costs of operation of the Daystalls. Such sanctions may initially be low (under $25.00) but can escalate in the case of frequent recurrence.

3] Suspension: For any violation of these Rules and Regulations, the Marketmaster may suspend the permit for a period of time. During the period of suspension,
the permit holder may not work as a permit holder or as an agent for another permit holder. The suspension period shall not be considered an absence in determining the permit holders seniority and compliance with attendance requirements. 4]  **Revocation of Permit Improperly Obtained:** The Marketmaster may revoke any permit secured by fraud, concealment or misrepresentation of fact.

5] **Other Ground for Revocation:** For any violation involving deceptive marketing, or for any violation of city ordinances or state law, or for any two violations of any type within a 12 month period (which two violations need not be of the same rule or regulation), the Marketmaster may revoke the permit. If the permit is revoked, the permit holder may not reapply for a permit for twelve (12) months after the revocation. A prior revocation or abandonment of permit may be taken into consideration when reviewing an application for return to the Market. Egregious instances of behavior toward others that are rough, menacing, vulgar, profane or abusive, including discrimination based on race, ethnicity, gender, sexual orientation, age, disability or national origin, may also result in revocation if they are deemed by the Marketmaster to be especially malicious, injurious or disruptive to Market functions.

6] **Rule Intent and Application:** The sale and/or display of non-permitted merchandise is a deceptive marketing practice. The Marketmaster may assess a penalty of permit revocation if any Daystall tenant is found to be in violation of these rules due to sale of non-permitted merchandise.

7] The Marketmaster may require that suspected non-permitted merchandise be removed from displays pending re-inspection of the farm or studio. This will assist in making sure that all farmers sell only what he or she grows or produces on his or her land, and will insure that all craftspeople strictly adhere to Section VI. **Standards for Permitted Arts and Crafts Merchandise.**

8] **Effective Date of Decision:** Except as provided in Section I.H.3. **Suspension Pending Decision,** the decision of the Marketmaster shall be effective five working days after it is mailed to the permit holder.

3. **Suspension Pending Decision**
   a. Where the Marketmaster determines, in his/her discretion, that the interests of the PDA or the public require suspension of a permit pending the decision set forth in Section 1.H.2.a.3.a) above, the Marketmaster may so require in the Notice of Violation. In such cases, however, the Marketmaster must attempt to telephone the permit holder if personal delivery of the Notice is not possible, and must make a hearing time available within one working day of the time requested by the permit holder.

   b. In cases of suspension pending decision, the permit holder shall notify the Marketmaster where the permit holder can be reached by telephone and shall check with the Marketmaster each day following the hearing in order to determine the time and nature of the Marketmaster’s decision. In such cases, the decision (and any penalty) shall be effective as soon as the permit holder is verbally told of the Marketmaster’s decision. The Marketmaster’s decision shall be confirmed by a written notice mailed to the permit holder at the address on file with the Marketmaster.

4. **Appeals Procedure**
   a. 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 Marketmaster’s allocation of spaces and times for performances or Daystall use may appeal such decision under the procedure set forth below. Each step in the appeal process must be taken in order for the appealing party (the “appellant”) to be entitled to go further in the process. Decisions suspending or limiting performance permits are stayed pending any appeal.

1) Appeal on Infractions:
   In cases involving a factual dispute (other than infractions related to non-payment of fees or NSF checks), the tenant may appeal the finding of the Marketmaster if he or she feels that the factual decision of the Marketmaster was not supported by substantial evidence or because the Marketmaster misinterpreted the meaning of the Rules and Regulations. In order to make such an appeal, the tenant must first pay any and all fee(s) currently due. Within two days after receiving written notification from the Marketmaster and after any fine(s) assessed have been paid in full, the tenant must submit a written statement to the Executive Director setting forth the facts in the dispute and any evidence to support his or her position. In all such cases, it is the sole responsibility of the tenant to prove that an erroneous determination has been made. The decision of the Executive Director in response to any appeal of this kind is final.

2) Appeal to the Executive Director:
   a) Within fourteen (14) days of the action from which the appellant wants to appeal, the appellant shall submit to the Executive Director a Statement of Appeal. The Statement of Appeal shall set forth:
      1] The action complained of;
      2] The reasons why the appellant believes the action should be changed, either because the factual decision of the Marketmaster was not supported by substantial evidence or because the Marketmaster misinterpreted the meaning of the Rules and Regulations;
      3] The facts supporting the appellant’s belief that the action should be changed, together with the names of any persons whom the appellant believes should be consulted in reviewing the action;
      4] The action that the appellant believes should be taken;
      5] Any request for action pending the hearing of the appeal; and
      6] The appellant’s address to which decisions on the appeal should be mailed.
   b) Within ten (10) working days of receiving the Statement of Appeal, the Executive Director shall make a decision in writing responding to the appeal and setting forth the decision of the Executive Director in response to the appeal.
   c) The Executive Director may consult with persons other than the appellant, and may, in his/her discretion, allow the appellant to present witnesses at an informal hearing under rules and time limits to be set by the Executive Director.
   d) At any time during the appeal process, the Executive Director may take any action otherwise within his/her authority to suspend or modify for the appeal period the decision being appealed. The determination whether to suspend or modify a decision pending appeal shall be in the sole discretion of the Executive Director.

3) Appeal to Committee of the Council
   If the appellant is not satisfied with the decision of the Executive Director the appellant may appeal to the ad hoc “Appeals Committee” of the PDA Council within fourteen (14) days from the date of the Executive Director’s finding on the initial appeal. The composition of the Appeals Committee shall be as established from time to time by
resolution of the PDA Council, but at all times shall consist of at least one member of the
PDA Council.

a) At the discretion of the PDA Council, the Appeals Committee may include the
Executive Director.

b) If the appellant appeals to the Appeals Committee, the appellant shall submit a
Statement of Appeal in the form set forth in Section I.H.4.a.)(2), and the Executive
Director or his/her designee may submit a written response.

c) Within fourteen (14) days of receiving a Statement of Appeal, the Appeals
Committee shall set a time for hearing of the appeal, which hearing date shall be
within thirty (30) days of the time of receipt of the Statement of Appeal. The
hearing will be open to the public.

d) At the public hearing, the appellant and the relevant PDA staff member shall
present their positions and any witnesses they believe relevant. Unless otherwise
ordered by the Appeals Committee, the appeal hearing shall be limited to one-half
hour, with the appellant to take no more than twenty (20) minutes and the relevant
PDA staff member to take no more than ten (10) minutes.

e) Within fourteen (14) days of the public hearing, the Appeals Committee shall issue a
decision setting forth:

1] The issue in the appeal;

2] The positions of the parties; and

3] The findings and recommendations of the Appeals Committee.

f) The findings and recommendations of the Appeals Committee shall be transmitted
to the full PDA Council, and shall be considered by the PDA Council at its next
regularly scheduled Council meeting occurring not less than fourteen (14) days after
issuance of the Appeals Committee decision. If the appellant or the Executive
Director wishes to submit comment on the Appeals Committee findings and
recommendations to the full Council, he/she shall do so in writing not less than
seven (7) days prior to the date of the council meeting at which the matter is to be
considered.

g) The PDA Council will consider the appeal on the basis of the written submissions.
No testimony will be allowed at the PDA Council meeting unless specifically
requested by the PDA Council. The PDA Council members may, however, have
questions concerning the appeal and, accordingly, the appellant is encouraged to
attend the Council meeting. In responding to the appeal, the PDA Council may
accept, reject, or modify the recommendations of the Appeals Committee or may
defer a decision pending further developments, further inquiry, or further
discussion. The PDA Council will defer to the Appeals Committee unless the
decision of the Appeals Committee is clearly erroneous.

b. All decisions of the PDA Council shall be final and un-appealable.
II. SPECIFIC REQUIREMENTS FOR FARMERS

A. Permit Holder Qualifications

1. Application Requirements and Procedures

   a) In order to obtain a Pike Place Market Farmer Permit, a farmer must file an application with the Pike Place Market Preservation and Development Authority (PDA).

   b) On the permit application, the applicant must specify the following:
      1) Location of acreage to be farmed.
      2) Permitted and supplemental farm products which the applicant wishes to sell at the Market.
      3) The permit shall also identify the parcel(s) of property owned or leased for farm production and from which all permitted farm products are produced, grown or raised for sale at the Market.
      4) No parcel of farmland may be listed on more than one farm permit.
      5) The Marketmaster may require applicants for farm permits to identify the property tax parcel numbers of property farmed (if owned) or by other documents sufficient to identify a leasehold interest physically separate from other property.
      6) The permit shall identify the person/permit holder who is leasing the land for farming purposes, if the farm is leased. The lease period should extend beyond the season for harvesting, and should establish that the land and crop has been maintained by the permitted farmer.
      7) Also listed on the permit will be specifics about the permit holders “farm family household.” “Farm family households” will be defined as “all the members of the immediate family involved in farm production.” These family members involved in farm production and operation may sell in the Market on behalf of the permit holder. They will all be listed on the permit application. There will be no more than one permit issued to any farm family household. No person may be named as the permit holder or family member on more than one permit.
      8) The name of any agent, other than a family member, the farmer intends to employ.

   c) Only one farmer permit will be granted per family unless separate plots are owned or leased by separate family members. The farming units must operate under separate business licenses and each permit holder must represent a truly separate family economic unit. The Marketmaster shall exercise his/her discretion in interpreting rules regarding issuance of a farm permit to a farm family household in order to ensure that the intent is maintained, namely that a family economic unit will hold only one farm permit.

   d) The Marketmaster, Farm Program Manager, or a designee will perform a farm inspection to determine if the farmer is involved with production of permitted farm products as listed on the permit application. A new farmer will not be allowed to sell in the Market until an inspection has been completed. Under special circumstances a conditional permit may be issued at the discretion of the Marketmaster.

   e) A Pike Place Market Farmer permit will be granted following completion of the farm inspection, review of the application and proof that the applicant meets the criteria of the farmer definition. This proof must include a legal document which verifies the applicant’s ownership of or leasehold or use rights to the land being farmed during the growing season. The Marketmaster will issue a permit and specify which products have been approved for sale as permitted or supplemental products under these rules.

   f) The Marketmaster may grant a one-day Provisional Farmer permit if warranted, in his or her discretion, under extenuating circumstances.
g) Farmer permits shall be valid for one calendar year.

h) The PDA reserves the right to re-inspect any farm at any time during the time the farmer has a permit to ensure that all products sold may be permitted for that farmer.

i) The PDA reserves the right to assess a fee for travel expenses incurred to conduct the farm inspection or re-inspection.

j) A farmer may renew his or her permit by filing a new application with the PDA. A farm inspection may be required for permit renewal.

k) If a farmer wishes to add to the list of permitted or supplemental farm products as specified on the permit application, change the location of acreage being farmed, change his or her designated agent, or make any change in the list of persons sharing farmer status on the permit, that farmer must amend his or her permit by filing an amended application with the Marketmaster.

l) Vendors of fresh fruits, vegetables and other eligible farm products agree to accept Market Fresh Coupons as condition of selling such products on the Daystalls. Farmers are encouraged to accept WIC (Women, Infants, and Children) and SFMNP (Senior Farmer Market Nutritional Program) checks.

m) Farmers or their agents are required to have their name and/or the name of their farm posted in a place where the customer can see it.

2. Group Selling Permits

a) Group selling permits are available to farmers residing within a farm community who wish to cooperatively market farm products with other farmers residing within that farm community.

b) Up to four farmers may apply for a Pike Place Market Farmer Group Selling Permit for the purpose of selling permitted and supplemental farm products at the Market. Any farmer named on a Group Selling Permit may represent any or all of the holders of that Group Selling Permit at a Daystall. In order to qualify for a group selling permit, each of the individual farmers must meet the following requirements:

1) Each individual works land on which one or more products to be sold under the Group Permit are grown or produced.

2) Each individual applying on a group permit is actively involved in the production of one or more products intended for sale at the Pike Place Market.

3) Each individual named on the group selling permit is required to meet all applicable attendance requirements for farm permit holders. Permit holders will rotate meeting weekly attendance requirements; i.e., if two permit holders are named on a group permit, each personally sells once every two weeks; if three, each personally sells once every three weeks; and if four permit holders are name on a group permit, each personally sells once per month.

c) Each farmer named on a Group Selling Permit must meet all the qualifications for a Pike Place Market Farmer Permit.

d) Farmers holding a Group Selling Permit may employ an agent provided they meet the same attendance requirements as other permit holders.

e) A farmer may be named on only one type of permit at any given time. Farmers with a Group Selling Permit shall have a status of a single permit holder, and shall be entitled to stall assignment as a single permit holder only.
f) Rule Intent and Application: Group selling permits are designed to encourage small farmers whose lands are in close proximity to one another, but may be some distance from the Market, to cooperatively sell their products at the Market. By combining their efforts and products, and spreading the responsibility for Market attendance among up to four farmers, group selling permits can provide an economical opportunity for farmers to use the Market in cooperative marketing of their product’s, while still upholding the tradition of “Meet the Producer.” Group selling permits are not designed to provide one farmer a means of wholesaling products of different farm. The only exception that the Marketmaster will consider for attendance requirements of each farmer on the group selling permit may occur in circumstances where family members of the participating farmers are retired farmers and wish to substitute their attendance for that of an active farmer.

B. Farm Products

1. Intent:

Many types of products may be sold at the Pike Place Market on the Daystalls. A primary objective of the PDA in the operation of the Daystalls is to promote the continued sale of farm fresh produce in the Market and to promote the sale of food sold directly to the consumer. In addition, the PDA recognizes that other types of products have traditionally been sold by farmers as a supplement to farms, especially during seasons when fresh product is not available for harvest. There has traditionally been a distinction between permitted and supplemental farm products. In addition, certain types of supplemental products have been allowed as seasonal supplements, traditionally associated with the holiday period of Thanksgiving to Christmas. It is the intent of these rules to ensure that the presence of edible crops and similar food products grown and produced by the farmer remain the primary emphasis for Daystalls used by farmers and that supplemental products permitted for sale on the Daystalls relate to these traditions.

2. Permitted Farm Products

a) The following items are permitted for sale at the Pike Place Market on farm priority tables, when grown or produced by the farmer and specified in the individual permit granted to that farmer:

1) Cultivated fresh cut flowers, rooted nursery or bedding plants, fresh fruits and vegetables, nuts, berries, cultivated mushrooms, eggs, honey and edible bee products, herbs, sprouts, food seeds, grains, dairy products (including dairy products processed for a specific farmer from that farmer’s own ingredients by a producers cooperative) and processed foods (foods processed by the farmer and not intended for immediate consumption in which the main ingredient is a permitted farm product produced by the farmer). Co-packing of value added food products allowed with prior approval from the Marketmaster. In all cases where co-packing is allowed, farmers must supply all ingredients, use their own recipes, and be onsite and actively involved in production.

2) Determination of what constitutes that main ingredient in a specific processed food shall be made by the Marketmaster.

b) The Marketmaster may allow the sale of farm-raised meat, cultured shellfish, and fish subject to display and department of health regulations.

c) Cultured Shellfish: The practice of managing from seed to harvest the production of shellfish on a body of water actively managed by the farmer from which the primary purpose is the production and sale of shellfish. Producers of cultured shellfish must meet the same attendance requirements as other farm permit holders.
d) Appropriate labels must be applied to all value added products, including name and place of business, a contact number, an accurate statement of quantity, and an ingredients list of each ingredient in descending order of predominance.

e) In all cases where processing of food occurs, the PDA must be in receipt of the farmer’s food processor license as well as the annual inspection report of the facility they process in. This report may come from the county, the state, or the USDA.

3. **Supplemental Farm Products**

a) **Intent:** Farmers may sell certain products to supplement the sale of permitted products from their farming operation. The sale of supplemental products is intended to be secondary to the sale of permitted products and therefore certain restrictions apply. It remains the intent of the PDA to maintain preference in the allocation of selling space for all fresh produce and other edible farm products. Supplemental products must be produced by the farmer as specified in these rules and regulations. All supplemental products must meet or exceed the current craft guidelines for like products. The materials creating the product’s significant value must be grown on land owned or leased by the farmer. Any processing to the product must be done by the farmer.

b) The following farm products are considered supplemental farm products and are permitted for sale at Market Daystalls subject to certain restrictions:

1) Edible, non-cultivated foods (i.e. berries, mushrooms and other wild plant products) gathered by the farmer on his/her property or on a piece of land which s/he has verifiable permission to harvest. These products shall be limited to 50% of the farmer’s table space at all times of the year.

2) Non-food seeds gathered or grown by the farmer on his or her land.

3) Beeswax and other non-edible bee products produced by bees tended by the farmer.

4) Dried flowers (effective April 1, 1992 for any new permits or approved addition of dried flowers to previous permit).

5) Literature written by the farmer relating directly to PERMITTED products sold by that farmer.

6) Additional products produced by the farmer and subject to approval of the Marketmaster such as inedible processed items (i.e. soaps, oils, cosmetics, herbal pet products, lavender sticks, and similar products), ready to eat foods (juices in an open cup, roasted corn – anything served ready to eat, candy (including caramel apples, chocolate covered fruits) and baked goods.

7) **Modified farm products:** Any permitted farm product which has been artificially modified by the addition of color or other accessories but without significant handiwork. Examples of such products include but are not limited to the following: dried flowers which have been spray-painted or dyed, straw flower bouquets which utilize artificial stems, beeswax candles which have been colored.

8) **Hand-crafted farm products:** Arrangements of non-edible and edible farm products in which the primary value of the product is as a decorative, hand-crafted item. Examples of such products include, but are not limited to: dried floral arrangements fabricated entirely by the farmer and sold as wreaths or table centerpieces, braids or wreaths produced by the farmer and composed of edible farm products and which are intended for use solely as decorative items.

With prior approval from the Marketmaster, farmers may sell dried flowers in low-cost baskets based upon certain conditions. The value of the basket must be negligible and not create the focal point or value of the whole product. Farmers must receive approval of each different basket design prior to selling.
4. **Holiday Supplemental Farm Products**

Non-edible holiday items gathered or grown by the farmer on his or her land including fresh evergreen wreaths, cut Christmas trees, pine cone wreaths, fresh holly and pine boughs, offered for sale during the holiday season (defined below).

5. **Marketmaster Discretion**

The Marketmaster shall have sole and final discretion in determination of whether a product is Permitted, Supplemental or not permitted by these definitions.

C. **Seasonal Limitations on the Sale of Farm Products**

1. **Growing Season (April 1 - October 31)**

During the growing season supplemental products except hand-crafted farm products may be sold by farmers, provided such products constitute no more than 25% of table space (no more than 25% of total table space and display area and no more 25% of table frontage) on any given day. Hand-crafted farm products may not be sold during the growing season.

2. **Non-Growing Season (November 1 - March 31)**

During the non-growing season more than 25% of the table space used by a farmer may be used for the display and sale of supplemental products IF the farmer has sold at least one day in five separate months and at least 25 days during the previous growing season. The beginning and end dates of each year’s growing season may be adjusted at the discretion of the Marketmaster to reflect local growing conditions.

3. **Holiday Season (November 1 - December 31)**

A farmer may not use more than four feet of table space and display frontage for the display and sale of supplemental and holiday supplemental items during the holiday season unless the farmer has sold a minimum of 50 days of that year’s growing season.

D. **Table Assignment Procedures for Farmers**

Daystalls shall be rented under this section only to persons holding valid farmer permits as defined above.

1. **Use of Seniority and other considerations:**

a) Senior farmers will be defined as those farmers who began selling at the Pike Place Market prior to July 1, 1974, the date on which the PDA took over management of the Daystalls from the City of Seattle. Senior farmers shall have priority on the Daystalls at all times, with the farmer selling the longest at the market having first choice, and so forth.

b) All non-senior farmers will be assigned a number of “base points,” according to the length of time they have sold in the Market:

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<th>Years</th>
<th>Base Points</th>
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<td>9 or more</td>
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c) One additional point may be earned for every day a farmer sells at the Pike Place Market during any given week, up to a maximum of 6 points.

d) For the first week of each permit year, farmers will be assigned stalls according to seniority, with Senior Farmers having first choice of stalls according to their length of service in the
Market. After Senior Farmers, all farmers having 5 base points at the start of the permit year shall have their choice of stalls, followed by farmers with fewer base points in each category.

e) After the first week of the permit year, a weekly seniority list shall be maintained, according to the number of base points plus the number of points earned for attendance by each farmer, up to a maximum of 7 total points. A farmer’s position on the weekly seniority list shall be determined by the number of base points that farmer is entitled to, plus one point for each day of attendance during the previous week. The seniority list shall remain constant for an entire week. Point ties will be broken by giving preference to the farmer who has sold at the Market longest.

f) All farmers are to notify the Marketmaster of what days they plan to sell in the Market at least one day ahead of time (no later than 12:00 PM the day before the Farmer plans to sell). Farmers may request a specific space reservation from the Marketmaster, but final table assignments in all cases shall be at the discretion of the Marketmaster. The Marketmaster will not reserve selling space more than a week in advance nor reserve space for more farmers than there is available space.

All farmers are to notify the Marketmaster by 12:00 PM (noon) the day before Thanksgiving, Christmas, or New Year’s Day of intended attendance the day after Thanksgiving, Christmas or New Year’s Day.

g) A farmer who has not previously notified the Marketmaster and who shows up by the check in time will be assigned a space after all other farmers have been assigned a space, except on Fridays and Saturdays during the peak season, when a farmer who has not previously notified the Marketmaster and who shows up to sell will not be assigned table space. Farmers must be set up at their tables by 9:00 AM. At this time the Marketmaster may re-assign any empty tables. Any farmer who reserves a space and fails to appear may be charged twice the daily rental for that space.

h) In making table assignments during peak selling periods, the Marketmaster shall give priority for wet side tables to those growers selling products which require water, including but not limited to fresh fruit, produce, berries and flowers, and shall give priority for dry side tables to those farmers whose products do not require water, including but not limited to processed food items and dried flowers.

i) In all disputes over space allocation, the decision of the Marketmaster shall be final.

j) On their 30th anniversary date of selling at Pike Place Market, a farmer will be exempt from the weekly seniority point system.

k) Continuous Family Permits: Where a permit has been consistently maintained by a family the seniority of that permit is based on the date on which the family started farming under that permit. For the purpose of these rules “family” will be defined as parent, child or spouse.

l) Continuity of Permits: If a Senior Farmer fails to obtain a farmer permit for one year, no penalty for total years of service will result. After two years of absence a Senior Farmer will drop to the bottom of the list of Senior Farmers. If a farmer goes for three or more years without a permit, however, that farmer’s descendants will not be allowed to assume that farmer’s place on the seniority list.

m) The PDA reserves the right to require farmers who are part of a government-sponsored or non-profit training program to share table space or receive table assignments under the rules for Group Selling Permits.
n) The Marketmaster may restrict or place special conditions on a vendor’s choice of day tables
if, in the Marketmaster’s estimation, so doing will promote more harmonious relations
within the vendor community.

III. SPECIFIC REQUIREMENTS FOR ARTISTS AND CRAFTSPEOPLE

A. Permit Holder Qualifications

1. Arts/Crafts permits are available to individuals or Joint Permit Holders made up of two
   individuals, or up to four individuals in the case of Family Joint permits. These numbers may be
   extended upon special need based on Marketmaster discretion. No individual may be named on
   more than one Market permit. Arts/crafts permits may not be transferred traded or named on
   more than one Market permit. Arts/crafts permits may not be transferred, traded or sold, nor
   may arts/crafts permits be shared, except as provided for Joint permits.

2. Individual family members or spouses are eligible for separate permits, so long as they meet all
   the following qualifications:
   a. Separate Daystalls are maintained and staffed;
   b. Each member creates his or her product as his or her own permitted merchandise (i.e. he or
      she personally does the design and production) and,
   c. The products intended for sale by each member are substantially different.
   d. A permit holder must have a current Seattle business license and a state tax number.

3. In order to maintain an arts/crafts permit, the permit holder must maintain the standards for
   permitted merchandise as outlined in these Rules and Regulations. Changes of address or Joint
   Permit Agreement changes must be filed with the PDA.

B. Application Requirements and Procedures

1. New Permit Holder
   a. Applications: In order to obtain a Pike Place Market Arts/Crafts Permit an individual, or
      individuals if seeking a Joint Permit, must file an application with the Pike Place Market
      Preservation and Development Authority (PDA).
   b. On the permit application, the applicant must specify the following:
      1) Location of the studio(s) or workshop(s) where the applicants will be producing the
         permitted merchandise.
      2) The name, location and duties of any other person participating in the production of the
         permitted merchandise (e.g. casting shop).
      3) The permitted merchandise which the applicant intends to sell at the Market.

2. Verification Requirements and Studio Inspections
   a. An artist or craftsman may be required to provide verification that his or her work meets
      or is continuing to meet the specified standards for permitted merchandise, and/or that
      other requirements of the permit are being met. This verification may be required before a
      permit is granted, or at any time during the permit year, or both, at the discretion of the
      Marketmaster. When the actual language specifying product category standards for
      qualifying permitted merchandise is changed or updated, existing permit holders whose
      products do not meet the revised standards will be granted a one-year compliance period.
Revised standards will be immediately applied to all new permit holders adding or changing products from one distinct product category to another.

b. All artists and craftspeople must keep a record of receipts and purchases of raw materials and supplies. The Marketmaster may request copies of such records as part of the permit holder’s qualification and as part of studio inspections.

c. Verification may take the form of receipts for raw materials, demonstration of specific skill, or some other form of proof that the artist or craftsman is, in fact, meeting the standards for permitted merchandise. The Marketmaster may do all things necessary and proper to ensure that permit holders are producing the products that they sell in compliance with the Daystall Rules.

d. A studio or workshop inspection may be required before a permit is issued, or at any time during the permit year, or both, upon four (4) hours advance notice from the Marketmaster.

e. If the Marketmaster determines that the permit holder has failed to provide adequate verification or has unreasonably refused to accommodate a studio inspection as specified above, the Marketmaster may, in his or her discretion, revoke the permit.

f. The PDA reserves the right to assess a fee for travel expenses incurred to conduct studio inspections.

g. Permit holders may be required, at the discretion of the Marketmaster, to maintain individual studio facilities.

3. Permit Renewal:

a. The permit year will commence each March 1st.

b. The non-refundable permit fee shall be payable upon filing of the application.

c. An artist or craftsman may renew his or her permit by filing a new application with the PDA and paying the permit fee. At that time, a re-screening or studio inspection may be waived, at the discretion of the Marketmaster.

d. Failure to renew permit by March 30th will result in permit abandonment. Appropriate written notification warning of pending abandonment status will be delivered to the permit holder(s).

C. Use of Assistants

A permit holder may employ one assistant to help with the production of his or her permitted merchandise. An assistant must be under the direct supervision of the permit holder. An assistant may not be a market permit holder. Use of assistants is not intended to diminish the permit holder’s role as the primary producer of his/her craft. Assistants are allowed to assist with production but are not allowed to design products nor are they allowed to do more of the production than the permit holder. A permit holder must have the Marketmaster’s written approval if more than one assistant is needed, and permission will be granted at the Marketmaster’s discretion. (Example: the process of glass blowing often requires use of multiple assistants.)

D. Joint Permits

1. Requirements

a. Two persons may operate under a Joint Permit, or up to four in the case of a Family Joint Permit (as provided for in Section III.A), provided that all of the following requirements are met. Circumstances may arise which have special needs outside of these Rules and Regulations. These special circumstances are subject to Marketmaster discretion. When
exercising discretion regarding other circumstances, the Marketmaster will seek advisory from the screening committee regarding decisions pertaining to permitted merchandise.

b. Joint Permits are available only where each permit holder is able to handcraft all of the permitted merchandise. Thus in all cases when a Joint Permit is formed, both individuals sharing the permit must show ability to produce all of the permitted merchandise. A joint permit shall operate in the Market as a single business, not as two separate businesses operating under one permit. When a new joint permit member is added to an existing permit, no product add-ons will be considered that are solely the work of one member.

c. The purpose of the exception is to allow products composed of multiple elements and standing alone as a recognizable single item, where each of the components would, if sold separately, be a permitted item involving significant artistic effort, and where you would not expect the producers of the various components to be able to produce the other components. An example is an embroidered wood footstool where the embroidery and footstool would each be a permitted item and you would not expect the craftspeople to able to make each other’s items. The exception is not created to allow a bead stringer to ally with a pendant maker (each should be able to make the full piece of jewelry) or a frame maker to have a joint permit with a painter (these are really separate items, not a single new item).

d. A Joint Permit shall have the same status as a single permit holder with respect to operation requirements and other permit holder privileges, with one exception. Each permit holder on a Joint Permit is required to sell at the Market at least once every two weeks, unless on vacation. The Marketmaster may grant exceptions to this requirement for reasons of ill health or other extenuating circumstances.

e. In addition to all other permit requirements, Joint Permit holders holding arts/crafts permits must file a copy of their Joint Permit Agreement with the PDA. A Joint Permit Agreement shall include the following information: the name under which the Joint Permit shall operate; the names and addresses of the individuals forming the Joint Permit; and the method by which the permit holders will divide design/production functions.

f. Joint permits shall not be split into separate permits.

2. Formation and Dissolution of Joint Permits

a. Formation of new Joint Permits among existing permit holders

When both permit holders already have an arts/crafts permit, they must apply for Joint Permit status with the Marketmaster. Upon approval of the Joint Permit, the Joint Permit shall assume the position on the seniority list which is halfway between their two pre-existing seniority list numbers.

1) Dissolution: If the Joint Permit relationship dissolves as a result of one partner leaving, the remaining permit holder shall revert to their original seniority number, as adjusted to reflect intervening changes in the seniority list.

b. Formation of new Joint Permit between an existing permit holder and a new permit holder

If only one of the permit holders is on the seniority list, the new permit holder (after otherwise qualifying as a permit holder) shall assume the least senior seniority list number for the purpose of this calculation (re.2.a. above)

1) Dissolution: In the event the junior partner of a Joint Permit relationship dissolves before it has been in existence for five (5) years, the senior member will return to his/her position as adjusted to reflect intervening changes in the seniority list, and
should the senior member exit the permit, the junior member shall not retain the permit and will return to the general applicant pool.)

2) **Dissolution:** In the even the Joint Permit relationship dissolves as result of one partner exiting the permit after it has been in existence for five (5) years, the remaining permit holder shall revert to their original seniority number, as adjusted to reflect intervening changes in the seniority list.

c. **Formation of Joint Permits where new permit holders are entering the Market as a Joint Permit**

A Joint Permit which consists of two individuals neither of whom is a permit holder may apply for an arts/crafts permit under the same rules as an individual applicant, provided that their Joint Permit Agreement is submitted as specified above in Section III.D.1.d). Two such new permit holders shall receive the two least seniority positions. Their Joint Permit Agreement must specify which permit holder receives the more senior of these two numbers.

1) **Dissolution:** In the event the Joint Permit relationship dissolves, the seniority will be considered split in half so that each person will be assigned a number halfway between the position of the joint permit and the end of the list.

d. **Formation of Family Joint Permits**

When the Joint Permit is with a primary family member (parent, child, or spouse), and both family members are existing permit holders, then the joint permit will operate under the seniority number of the senior permit holder. If one of the family members is not a permit holder, then he/she shall (after otherwise qualifying as a permit holder) be deemed to have received the least senior seniority list number then available on the seniority list. Notwithstanding this deemed seniority number, the Family Joint Permit shall be entitled to sell under the seniority number of the most senior member. On a showing of special need, the Marketmaster may extend the definition of primary family member to include siblings, uncles, aunts, nephews, nieces or cousins.

1) **Dissolution if both family members were existing permit holders:**

If the Family Joint Permit is thereafter dissolved by a partner exiting the permit, the remaining permit holder shall revert to his/her original seniority number, as adjusted to reflect intervening change in the seniority list.

3) **Dissolution if one of the family members was not a permit holder at the time the Joint Permit was formed:**

In the event of the senior partner leaving the permit by medical necessity, retirement, or death, the less senior member’s seniority will revert to their original position in the list plus a 5% advancement toward the senior member’s position for every year up to 20 that they have completed in the Market.

4) **Reversion to Seniority Position:**

As used in this Section III.D., when it is said that a permit holder “reverts” to his/her seniority number, it means to take the place on the seniority list that such permit holder would have
occupied had he/she been selling in the Market individually rather than under the Joint Permit (i.e. the spot will be adjusted to reflect intervening changes in the seniority list.)

4. Status of Existing Partnerships:

With respect to seniority, the status of the seniority of existing partnerships (which will be transitioned to Joint Permits) will be assessed on a case-by-case basis, by the Marketmaster. The purpose of transition decisions will be to mitigate the disruption to persons who have been working for a long time in the Market in reliance on the prior rules, while at the same time moving steadily toward full applicability of the new rules for all Joint Permit Holders. In making his/her decision, the Marketmaster shall take into account fairness to the Joint Permit Holder, fairness to other crafts persons, and how consumers will best be served. In each decision under this paragraph, the Marketmaster shall set forth his/her decision in writing, and shall explain how the decision takes into account the preceding standards and is consistent with any prior decisions by the Marketmaster under this paragraph.

E. Screening Procedures for Arts/Crafts

1. New Permits

a. Before an arts/crafts permit is granted, the applicant must appear before the Marketmaster and a screening committee, with representative samples of the permitted merchandise which he or she intends to sell at the Market. At that time, the applicant may be asked to demonstrate or explain how his or her work meets the standards for permitted merchandise as defined above.

b. Screenings for new artists and craftspeople shall be held at the discretion of the Marketmaster based upon the projected availability of space rather than a set number. The Marketmaster shall seek the advice from the screening committee and other Daystall permit holders when projecting space availability. This projection will consider table availability during peak times balanced with the limited sales of off-peak times.

c. Established pool of applicants will be maintained, containing applications from those individuals who desire to participate in a screening. In advance of screenings, the Marketmaster will consult with the screening committee for an assessment of the existing product mix. Once a date for a screening has been established, craft waitlist applicants will be selected, notified and screened by the Marketmaster and the screening committee. The Marketmaster and screening committee will select the candidates for screening by taking into consideration the Market’s standards for permitted merchandise, the balance of the existing product mix, the applicant’s demonstrated commitment to their craft, the unique, handmade aspects and the amount of artistic involvement in the products intended to be sold and displayed. Great care will be given to identifying candidates who exhibit originality, skill, mastery, talent, or great potential to make exceptional work.

d. Rule Intent and Application: While this rule necessarily entails the exercise of judgment by the Marketmaster, it is not intended to set quotas for products or impose aesthetic standards or limits. Rather, it is designed to enable the Marketmaster to balance several considerations in screening in new permit holders that will serve the overall economic interest of the crafts community; that will promote the long term viability and relevance of the craft market, that will aid the interest and viability of new craftspeople; that will uphold the PDA’s management responsibilities for preserving the traditions and character of the Market; and, that will provide the consumer with a broad variety of quality hand-made products.

e. The screening committee shall be made up of five people who represent a variety of arts and crafts present in the Market. The Marketmaster may specify which arts and crafts the
committee shall be chosen from. The Marketmaster shall choose the committee from a pool of volunteers as needed. Screening committee members will be chosen based upon: their ability to maintain a craft permit in good standing; their demonstrated ability to work productively in group settings while maintaining professional and respectful boundaries; their ability to focus on the greater Market interest over personal interest; and their ability to engage in thoughtful and critical discussion regarding issues pertaining to handmade craft product guidelines.

f. The Marketmaster will determine the set of permitted merchandise standards by which each applicant’s work will be evaluated.

g. The screening committee will evaluate each applicant’s work according to the specific Standards for Permitted Merchandise which applies to that applicant’s work and will determine if it is credible that the applicant is the producer of the work presented. Each screening committee member will then make a recommendation as to whether or not the applicant should be offered a permit and which products should be approved. These recommendations are advisory, however, and the decision of the Marketmaster shall prevail.

After the Marketmaster will notify applicants in writing whether or not they will be offered a permit. If the applicant’s work fails to pass screening, the written notification will state the reason(s) for permit denial. In some instances, the applicant may be asked to return for another screening if questions remain before a final decision can be made.

h. A trial program will offer the opportunity to prospective or guest craftspeople for a one-time opportunity to sell for a total of five days during a 14-day period, on days where there is a significant surplus of tables available. Candidates would be selected via application review and screening by the Marketmaster, in consultation with the screening committee, and based on the same criteria that are applied to screening new permit holders. Attendance will be by advance registration on any day that during the prior year had 20 or more unrented tables. No more than 3 “guest craftspeople” would be able to reserve on the same day, and they would call after all permitted craftspeople have selected tables. This opportunity would be extended to no more than 20 artisans during the trial, which would commence at the end of this current rules review and be subject to evaluation by the beginning of the next rules review cycle.

2. Change of Existing Use (Add-On)

   a. Permit holders may add or change product lines WITHIN an approved product category at any time contingent upon his or her ability to demonstrate to the Marketmaster the ability to design and produce the item. Prior approval and review of new items within the approved product category by the Marketmaster is required before display or sale of the new items.

   b. Permit holders wishing to add or change products OUTSIDE of their existing product category must attend an add-on screening. All permit holders must file an application with the Marketmaster indicating the type of product they wish to add or change. Add-on screenings for permit holders who wish to add or change products OUTSIDE of their existing product category will be held four times each year, and the status (i.e. open or closed) of categories shall be publicly posted with screening dates. When permit holders submit requests to add or change products OUTSIDE of their existing product category, the Marketmaster will provide a written response within 30 days, to the permit holder announcing the date for the next scheduled add-on screening.
c. A standing screening committee may be established as needed for the purpose of evaluation of a permit holder’s work in any new category according to the specific Standards for Permitted Merchandise, Appendix I.

d. The PDA may restrict add-on screenings to exclude certain product categories.

1) When screening for new permits and new product add-ons, the Marketmaster will anticipate the logistics of selling at the Market in relation to the Non-Interference Clause. Proposals that may be denied on these grounds include, but are not limited to, those that require demonstration or behind-the-table production that would impinge on neighboring businesses, heavily scented products, or products requiring live models (i.e. portraits).

e. **Rule Intent and Application:** In an effort to foster ongoing artistic development and to further the pursuit of creative ideals among existing permit holders, the PDA will provide screening opportunities to those tenants wishing to add new products outside of the original category into which he or she originally screened in. In holding add-on screenings, the PDA will take into consideration the balance of the existing product mix in determining which product categories should not have additional vendors added, and may restrict changes of use in these particular categories.

f. Two separate permit holders may apply to the Marketmaster to add-on a collaborative product, in which both parties contribute their specialized craft to create the final product. Please see Collaborative Products in Appendix: Standards for Permitted Arts and Crafts Merchandise.

F. **Table Assignment Procedures for Arts and Crafts**

1. **Roll Call Procedures**

   a. Arts/crafts permit holders have first priority for use of all Daystall space on the Desimone Bridge and of the Daystall space on the west side of the Market arcade north of the Desimone Bridge, including the slabs between the arcade and Virginia Street. Farmers have first priority on all other Market Daystall space. Arts/Crafts have second priority for unassigned farm tables.

   Within the above stated priorities, first preference of location is given to those permit holders with the lowest numbers on the seniority list.

   c. When a permit holder’s name is called from the seniority list, he or she, or his/her designated agent, may choose a stall from those available. If the permit holder, or his/her designated agent, is not present at the time his or her name is called then when that permit holder, or his/her designated agent arrives, the Marketmaster will allow that person to choose a stall from those available, if doing so would not disrupt the roll call in the estimation of the Marketmaster.

   d. In case of emergency, when a permit holder or his or her designated agent is not able to make it to roll call on time, he/she may reserve a selling space without attending roll call, by calling in late on the Marketmaster cell phone line, (206) 618-7117, at least 10 minutes prior to the start of roll call. The permit holder may then request that a space be reserved when his or her name is called for roll. Responsibility to contact the Marketmaster ahead of time remains solely with the permit holder in this instance. If a permit holder is unable to contact the Marketmaster in person, a space will not be reserved. If the Marketmaster reserves a space and the permit holder fails to appear at the Market to sell, the permit holder may be charged for the space.
e. Anyone who arrives at the Market after roll call is complete must check in with the Marketmaster and sign the attendance sheet before setting up a table.

f. No table fees are refundable except to renters of exposed tables where, in the opinion of the Marketmaster, a change of weather before 11:00 AM makes the tables unusable.

i. Permit holders and their agents may not push carts through the roll call area while roll call is in progress.

h. Roll call will be over when the time is written on the board. After roll call, any assignments made will be for emergencies only and based upon Marketmaster discretion.

2. Holiday Procedures

The Marketmaster will announce in November the procedure for holiday table assignment. A letter regarding the procedure for holiday table assignment will go out no later than the week before Thanksgiving. The procedure shall require advance sign up or reservation of space. If advance sign up is required and the vendor fails to show they may be charged double rent for the day.

3. Off-Season Crafts List

   a. The “Off-Season” is defined as the time period from January 1 to April 30 each calendar year. New off-season craftspeople may be screened in at any time outside of the off-season during the calendar year, based on the Marketmaster’s assessment of table availability. Off-Season permit holders must sell 16 days during each off-season following the screening in order to sell during the remaining months of that year; new off-season craftspeople screened in prior to an off-season may work in the market in advance of the off-season if space allows. Off-season permit holders are subject to all rules and regulations that apply to regular permit holders, with the exception of their different attendance requirements.

4. Off-Season Permit Holder Table Assignment

   a. Daystall space will be allocated to people on this list after all regular permit holders have had an opportunity to select space.

   b. During the first year, new off-season vendors will be placed on the list according to a lottery.

   c. Off-season permit holders are subject to certain attendance requirements. Vendors on the off-season list must have sold at least 16 days during the immediately preceding off-season (January through April) to be eligible to sell after April 30, in years the Marketmaster extends the season for such vendors.

   d. Redefining the Off Season List:

      At the beginning of each Off Season, Off Season List members who have completed one year or more of good standing on the Off Season List may elect to advance to the Regular List. Off Season members must notify the Marketmaster in writing of their intention to advance.

5. For All Vendors

   a. While every reasonable effort will be made to accommodate permit holders, permission of an arts/crafts permit does not guarantee the permit holder a selling space at the Market.
b. The Marketmaster may restrict or place special conditions on a vendor’s choice of Daystall tables if, in the Marketmaster’s estimation, so doing will promote more harmonious relations within the vendor community.

IV. SPECIFIC REQUIREMENTS FOR GRANDFATHERED VENDORS

A. Permit Application Procedure

1. Each grandfathered vendor will be asked to sign an agreement which confirms his or her adherence to and agreement with the standards established in the 1974, and 1999 PDA/City Agreements. Each vendor will submit a specific list of items currently sold. PDA staff will perform an initial review of compliance with the PDA/City Agreement.

2. Grandfathered vendors may not sell items which are specific duplicates of merchandise sold by Daystall vendors who produce handmade articles in compliance with the standards for permitted merchandise as set forth in the Daystall Rules and Regulations. This policy shall be enforced on a complaint-received basis, i.e. if a Daystall vendor submits a specific complaint regarding a specific item that item will then be reviewed by PDA staff. If staff determines that the item is indeed a duplicate, the grandfathered vendor will be asked to remove the item from his or her Daystall.

3. Grandfathered vendors may not enter into joint permits with other permit holders or individuals, with the sole exception of their own spouses or children. Determination of such a new joint permit’s placement on the list and the dissolution of this joint permit would be addressed in a manner consistent with family joint craft permits, as described in Section III. D. 2. d.. Grandfathered family joint permits may not be split in to two separate permits. (underlined section changed in Rules Review, 2010.)

B. Adding on Products

1. Before adding new items to his or her inventory, the vendor will submit the items to the PDA staff for review and approval.

2. Grandfathered vendors may continue to add new items to their inventory by using the screening process open to other non-grandfathered Daystall vendors. In reviewing new items, PDA staff will take the following factors into consideration:
   a. Does the item fit within the general description?
   b. Does the item help to provide a healthy environment for permanent merchants through insuring a beneficial tenant mix? (Duplication of products sold elsewhere in permanent shops shall not automatically be grounds for denial.)
   c. Is the item currently being produced by hand by other Daystall vendors?

C. Seniority

1. Those vendors defined in the PDA – City of Seattle Agreement as “grandfathered vendors” may maintain their present positions on the seniority list as long as they continue to meet all requirements for artists and craftspeople not related to standards for permitted merchandise.

2. If a grandfathered vendor is dropped from the seniority list for violation of the rules or excessive absence, the permit shall be withdrawn and shall not be reinstated.

D. Signage

Grandfathered vendors are required to display at their stalls a sign containing the following wording: “Some of this merchandise is not hand crafted by the seller.” The PDA will provide such signs to
grandfathered vendors, or the vendor may provide his or her own sign. The vendor may vary the wording of this sign if desired, with the permission of the Marketmaster.

V. SPECIFIC REQUIREMENTS FOR PERFORMERS

A. **Mission Statement** *(Excerpted from Section I. Rules Common to All Daystall Tenants)*

Performing artists add to the festive character of the Market and contribute to a unique shopping opportunity for Market customers. The PDA’s mission with regard to performers is to maintain locations within the Market where performing artists, as an integral part of the Market Community, are encouraged to entertain Market shoppers in a fashion that supports public safety and is consistent with and complimentary to the market’s historic use as a shopping destination.

B. **Definition** *(Excerpted from Section I. Rules Common to All Daystall Tenants)*

**Performer**

1. Performer 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 tips or donations are sought or received for such performances. Commercial vending of products is not considered a “performance” and as such vendors do not qualify as “performers” under these Rules and Regulations.

2. Performers may receive donations and recordings by musicians can be available for sale; however, performers are prohibited from active solicitation of donations and from active sale of any product associated with the performance.

C. **Application Requirements and Procedures**

1. Performing is permitted subject to regulation of the Market Historical Commission.

2. The permit application will be processed by the Marketmaster.

3. The Marketmaster shall issue permits to performers for performances in the Market subject to the following requirements:
   
   a. Applications shall be made in writing upon a form prescribed by the Market. The Marketmaster will inform the applicant of locations and times for performances in the Market, and orient the performer to the performer guidelines.

   b. If the Marketmaster 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 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. When issued a permit, performers will be given a badge that shall be worn or displayed by the performer in plain view at all times during a performance. The badge, which will bear a number, may have a nickname or no name at all.

   d. New performer permits will be issued starting the first Tuesday in April each year. Performer permits shall be paid by April 15 each year, or by the first performance date of each year, and will remain valid through April 14 of the following year unless revoked by the Marketmaster as provided below. A performer shall be entitled to only one permit, which shall not be transferable.

   f. Specific performance times will not be assigned by the PDA, nor are there actually specific performance times at any performance locations. There are only positions in line (in the
Positions in line at a performance location are established on an honor system in which performers line up (queue) in person to establish and maintain their position in the line (queue).

g. Performances are limited to one hour when another performer is in line (and present in line) at the time the previous performer finishes their performance. A performer may not play longer than one hour when another performer is in line and present at the time at which that hour ends.

h. If you are next in queue to perform and are not present when the play spot becomes available you will be allowed a five (5) minute grace period before you forfeit your place in line to perform.

i. A performer may play less than one hour, or someone else in the queue may forfeit his or her spot in the queue. For this reason, it is imperative for performers to monitor their place in the line (queue), in order to avoid forfeiting their position in the line (queue). If a performer is next in line to perform, and for any reason that performer is not present when the performer spot becomes available, that performer then forfeits their place in line and must go to the end of the line. In this instance, the next performer in the line (queue) assumes the next position in line. If no performers are present in the line (queue), any permitted performer may perform at that location and all positions in the former line (queue) are forfeited.

j. Performers may not mark a place in queue for more than one location at a time; this is termed “double marking” and is not permitted. One performer may not play in the same location for more than one (1) hour, even if they are part of two separate “groups,” if any other performer is in queue.

k. Performers are expected to comply with these rules as a condition of their permit.

D. General Provisions

1. Standards for Behavior

   a. Donations for performances may be accepted passively in an instrument case or other receptacle provided for that purpose by the performer. The receptacle may include a written sign, which informs the public that such donations are sought. In line with City of Seattle Ordinance 117104 no performer shall solicit donations in a manner that is aggressive or confrontational.

   b. No performer shall treat any person in a manner that is rough, menacing, vulgar, profane or abusive, or in a manner that involves discrimination based on race, ethnicity, gender, sexual orientation, age, disability or national origin.

   c. Children are permitted to accompany performers as long as they do not create a nuisance or disturbance to others.

   d. No animals are allowed inside buildings or covered arcades.

   e. Trading or selling of performer permits is not allowed.

   f. Drinking of alcoholic beverages or performing while intoxicated is prohibited. Smoking in covered arcades and at designated performance locations is prohibited.

   g. Performers are responsible for moderating the volume of their performance to a level appropriate to the designated activities of the market. Performers are responsible for respecting reasonable requests of nearby merchants regarding performance volume and crowd control.
h. Performers are responsible for ensuring that their audience does not block vehicle traffic, access to Market buildings or to merchant businesses, or cause a safety hazard.

i. Performers are responsible for respecting spaces provided for performance by keeping them free from unnecessary clutter.

j. Performers shall immediately comply with requests of the Marketmaster and Market Security.

k. Animals used in performances must be treated in a manner which is not exploiting, demeaning, or harmful. All performances which include an animal will be limited to the East side of the street.

2. Applicable Laws and Ordinances

   The Marketmaster may suspend or revoke any performance permit secured by fraud, concealment or misrepresentation of fact. No street performer shall act in relation to his/her Market performance in violation of city ordinance or state law.

E. Performance Times

1. Performers may perform in the Market only between the hours of 9:00 AM to 9:00 PM EXCEPT at the locations on Pike Place between Starbuck’s and the Stewart House, the Post Alley spot, the south tip of the Triangle stairs, and the walkway on the First Lower Level of the Pike Street Hillclimb Corridor. Performances at these spots must end at 7:00 PM. Street performing is permitted every day that the Market is open. Performances in any one location shall be limited to one (1) hour, unless no other performer is in the queue, except for as provided for elsewhere in these rules. A performer may be required to end a performance sooner, however, if, in the estimation of the Marketmaster, a continuing performance violates these Rules and Regulations or constitutes a hazard to public safety due to crowding, non-compliance of the Fire Code or blocking of access to merchant stalls or store fronts.

3. Specific performance times will not be assigned to a performer by the PDA.

F. Performance Locations

1. Performers may perform only at permitted locations on PDA – and City – owned property, as specified in this section.

2. The maximum number of performers in any location is limited to the corresponding number stenciled within the red location circle, as described in this section. The Marketmaster may require a reduction in the number of performers if, in the determination of the Marketmaster, the volume of music or performance significantly interferes with verbal communication at the nearest place of business and/or if doing so would alleviate foot traffic congestions in common areas at or near a performance location.

3. Likewise, upon special written request by a performer, the Marketmaster may allow an increase by one performer above the number designated at a specific location if s/he determines that doing so would not lead to increased interference with verbal communications at the nearest place of business and or significantly impede the flow of foot traffic in common areas at or near the performance location.

   Such approval will be granted under special conditions that place specific limits on the times(s) of performances and/or location of performances by extraordinary group sizes or other considerations. Performers operating under such special conditions must have the written authorization on their person when performing.

4. All performance locations will be marked by a colored stencil with a number inside, unless otherwise noted below, designating the maximum number of performers who may perform at
that location. Locations with a pink colored stencil are designated locations where performances must end at 7:00 PM.

5. As stated above, the Marketmaster may require a reduction in the number of performers at any given location. A map of the following locations is maintained by the PDA.

6. **Locations at which no more than one or two performers are permitted:**
   
a. Under the clock at the main Market entrance. The exact location is curbside, just north of the first pillar and south of the first Daystall. Restrictions relating to facing in or not playing at this spot will be suspended for a one-year trial period. The following sign will be posted at this spot and enforced:

   “This indoor performer location requires extra attention from performers to work with neighboring merchants due to their direct proximity and the potential for blocking pedestrian traffic. The Marketmaster may, at their discretion, place limits relating to this spot on individuals who have demonstrated a pattern of not managing these factors.”

   Success of this one year trial will be evaluated and results of this evaluation will shape recommendations for the 2012 Rule Review process.

   Three or four performers may play at this spot, so long as they face out to the street.

b. The southeast corner of Pine Street and Pike Place.

c. At the North Arcade entrance (at the foot of Stewart Street), on the Desimone Bridge. No performing is allowed at this location on Saturday. At this location, the Marketmaster will post and enforce the following statement:

   “This performer location requires extra attention from performers to work with neighboring businesses due to the proximity of so many merchants with no physical barriers to sound. The Marketmaster may, at their discretion, place limits relating to this spot on individuals who have demonstrated a pattern of not managing this requirement.”

d. Outside the flower shop on the sidewalk at the corner of First Avenue and Pike Street.

e. On the sidewalk at the southeast corner of First Avenue and Pine Street.

f. In the First Avenue Courtyard adjacent to the main entrance to the Livingston-Baker Apartments.

g. On the walkway on the Second Lower Level, between the Pike Street Hillclimb Corridor and the bridge over Western Ave.

7. **Quiet Performance Locations:**
   
a. These spots will be for quiet performances—low level of vocals and instrumentation, no percussion instruments or sounds (including clapping) and non-instrumental/non-vocal performances.

   1) In the center of the courtyard of the Post Alley Building between that building and the Sanitary Market Building. This is an instrumental only spot Sunday-Friday.

   2) At the south tip of the Triangle Building near the metal stairs.

b. **At these locations performers will:**

   1) Play no longer than one hour, whether or not another performer is in line.

   2) Take a break of at least one hour after performing in either of these before they can perform at either spot again.
3) Not repeat any of her/his repertoires more than once.

c. Rule Intent and Application: It is the PDA’s intent that these rules be self-enforcing and that musicians police each other to achieve compliance and that musicians respect the requests of residents when residents ask for compliance.

8. Group Locations:
More than two performers are permitted at these locations, up to the maximum indicated within the red location circle. One or two performers may also use these locations:

a. In the middle of the sidewalk which runs along the south side of Pike Street separating Pike Street and Lower Pike Street.
b. On the walkway on the First Lower Level, along the Pike Street Hill Climb Corridor (The Cave)
c. At the southeast corner of Stewart Street and Pike Place intersection.
d. On Pike Place sidewalk between Starbuck’s and Stewart House.
e. On Pike Place sidewalk in front of Pike Place Grocery.
f. On Pike Place sidewalk along Western Ave just north of the Hillclimb stairs.

9. Indoor Locations:
Permitted buskers who perform solo or as duos and who perform on quiet musical instruments, or who otherwise perform at low volume, may inquire with the Marketmaster about limited opportunities for indoor performance. Should an appropriate opportunity be available, the Marketmaster will coordinate approval with the appropriate PDA Manager responsible for the given area.

G. Conditions of Performance

1. Prohibition on Commercial Activity

a. Use of performance space to vend is expressly prohibited. Commercial vending of products or services is not considered a “performance” and, as such, vendors do not qualify as “performers” under these Rules and Regulations.
b. Rule Intent Statement: Performers may receive donations, and recordings by musicians can be available for sale; however, performers are prohibited from aggressive or confrontational solicitation of donations and from active sale of any product associated with the performance.

2. Display and Sale of Recordings

a. Performers with permits to perform in the Pike Place Market may accept donations for recordings of their performances.
b. Performers must be in the act of performing at a designated performer spot while recordings are displayed.
c. Recordings shall be displayed in an instrument case or other receptacle provided for that purpose by the performer. Displays of recordings shall be limited to one or two examples per recording, not to exceed five items. Displays must be set up in the area reserved for the street performer. Performers may distribute recordings through other commercial business locations in the Market Historical District.
d. Performers are prohibited from displaying recordings of any other artist.
Performers may display signs noting that recordings are available. These signs may not exceed 8”x 11” and must be displayed with the recordings in an instrument case or other receptacle provided for that purpose by the performer.

3. Other Conditions

a. Children under the age of 16 who purchase a Market permit must be accompanied by an adult during performances.

b. No devices for the electronic amplification of any sound are allowed. No brass instruments or drums are allowed. All performances at permitted locations must be played at levels that do not significantly interfere with normal verbal communication at the nearest place of business.

1) Muted tubas will be allowed on a trial basis in 2017, and re-evaluated in Rules Review in 2018 for inclusion in the rules. Performers wishing to play muted tubas must obtain specific permission from the Marketmaster during regular busker permitting times, with staff reserving the right to rescind this permission in instances of non-compliance with any related rules. This allowance will not include playing on the Desimone Bridge or playing under the clock sign while facing inward.

c. The Marketmaster may do all things necessary and proper to enforce and carry out these Rules and Regulations.

VI. SPECIFIC REQUIREMENTS FOR TOUR GUIDES

Tour Guides are recognized as a unique and separate category of permitted service, similar to Performer Permits, guided by rules specific to their special role of providing entertainment through the presentation of history, stories and visitor information about Pike Place Market. These are persons who lead or narrate walking tours through the Pike Place Market for compensation paid in advance or donation and they are distinguished from traditional performers who conduct their activity at a specific location for donations.

Tour Guides may only conduct this service on PDA property with a Tour Guide permit AND must be sponsored, affiliated or employed by a company licensed by the Pike Place Market PDA to conduct commercial activity on its premises. The terms of license shall be determined by separate agreement with each business. Upon approval, the business shall be referred to as a “Licensed Tour Company.” The PDA shall establish criteria and procedures for licensing such activities.

Tour Guides shall obtain Tour Guide permits from the Marketmaster annually and comply with the standards for behavior listed below.

Tour Guides may not use spots reserved for traditional performers and instead are to follow routes and operate tours at times specified in the licensing agreement with their affiliated Licensed Tour Company.

If requested by the Pike Place Market Historical Commission, the requirements that each Tour Guide be sponsored, affiliated or employed by a Licensed Tour Company, may be applied to all public areas of the Pike Place Market Historical District.

1. Standards for Behavior
a. Tour Guides are responsible for having a knowledge of the generally documented history of the Pike Place Market, important persons and events and the mission of the Market PDA and Market Historical Commission. Tour guides will be expected to correct mis-statements of fact when informed.

Unless specifically permitted by a licensing agreement with the PDA, not donations may be solicited on site nor tickets for guided tours sold within the Pike Place Market Historical District.

b. No electronic amplification of sound is permitted. Tour narrations by wireless headsets is permitted.

c. Guided tours narrated by voice shall be at a volume that is not disruptive of other commercial activity. Group size should not exceed 10 persons per guide.

d. Tour guides using wireless headsets for narration are responsible for making sure that persons they are escorted are aware of traffic and safety issues, especially when on the streets. Group size should not exceed 16 persons per guide.

e. Each tour guide is responsible for maintaining a reasonable separation of their group from others that may be operating at the same time. A reasonable separation would be a distance of 20 feet and/or five minutes between groups.

b. No tour guide shall treat any person in a manner that is rough, menacing, vulgar, profane or abusive, or in a manner that involves discrimination based on race, ethnicity, gender, sexual orientation, age, disability or national origin.

c. Pet animals are not allowed inside buildings or covered arcades.

e. Trading or selling of tour guide permits is not allowed.

f. Drinking of alcoholic beverages or conducting tours in the District while intoxicated is prohibited.

g. Smoking in covered arcades or within 25 feet of any business, entrance or window is prohibited.

g. Tour guides are responsible for moderating the volume of their performance to a level appropriate to the designated activities of the market.

h. Tour guides are responsible for respecting reasonable requests of nearby merchants and PDA security regarding volume of narration and minimizing congestion.

h. Tour guides are responsible for ensuring that their audience does not block vehicle traffic, access to Market buildings or to merchant businesses, or cause a safety hazard.

i. Tour guides are responsible for ensuring their escorted groups do not interfere with designated performance spaces.

j. Tour guides shall immediately comply with requests of the Marketmaster and Market Security.

VII. APPENDIX: STANDARDS FOR PERMITTED ARTS AND CRAFTS MERCHANDISE

A. Statement of Intent

The Market’s Standards for Permitted Merchandise operate as guidelines in determining whether or not a crafts item qualifies as “handmade.” In order to qualify as “handmade,” an article must be produced using a variety of raw materials, creative energy and skill.
1. The artist/craftsperson must be closely and thoroughly involved with the design of each article. Special emphasis will be placed on originality of work for all product approvals including screenings for new permits and screening of add-on requests. Uses of other artists’ work (including but not limited to licensed or trademarked images, characters or logos, and clip art) which are absent significant alteration and stylistic interpretation will not be allowed.

2. The artist/craftsperson must be closely and thoroughly involved with the production of each article.

3. Design and production standards should relate to the specific materials and processes used to produce a specific craft.

4. The standards should not permit the production of products by the use of technologies or other mechanized means in which the hands-on involvement of the artist/craftsperson with production is non-existent or minimal.

5. Food items or other items intended to be eaten or ingested are not considered permitted products for artists/craftspeople.

B. Terminology

1. Within each medium, the terminology of that medium is used. For example, “jeweler,” “woodcrafter,” etc., are used where appropriate. In each case, terminology which refers to an artist or craftsperson means the permit holder or his or her assistant.

2. Raw Materials—In interpreting the definition of permitted merchandise, “raw materials” means the basic material with which or upon which an artist or craftsperson creates an image or design.

C. Standards

Standards for each medium are based on a pass/fail system that reflects the degree of artistic involvement in design and production. To qualify as permitted merchandise, any article must pass both design and production requirements when evaluated by the Marketmaster (described below).

D. Requirements

The Marketmaster will strictly enforce the requirement that the significant value of the product is constituted by the artwork and/or handcrafted aspect of the product.

1. General Standards

   a. Permit holders are expected to exhibit originality in design of the products they sell.

      1. Print Reproduction of original art may be used as elements of products only when the artists’ additional handwork comprises the significant value of the product. Craft products may not consist of print reproduction simply attached as decoration to a purchased or pre-existing item that is not made by the permit holder.

      2. Original digitally generated designs and print reproduction may be used as additional elements on products that are already allowed under product guidelines, (example: an iron-on print on a tied-dyed pre-made cloth item.)

   b. Found, Recycled and Pre-Existing objects as elements of products:

      1. The artists’ design and handwork must create the significant value and focal point of the end product.

      2. The artist must expend significant time and energy transforming the appearance and function of the original object(s).
3. Fabrication of product must involve more than mere assembly, and should utilize techniques such as fusing, resurfacing, or alteration of shape or size.

4. Elements that are purchased must be worth 25% or less the value of the final product.

c. Use of emerging technologies as element of production (including but not limited to printers, plotters, CNC machines, laser cutters, plasma cutters, etc.):
   1. Each product line must be evaluated by the Marketmaster in consultation with the screening committee.
   2. Permit holder must operate the machine and have full proficiency in its operation.
   3. Must use permit holder’s original designs or artwork, itself requiring significant time and effort. No clip art or work of other artist is allowed.
   4. Each product must include a significant element of handwork by the permit holder.

Intent: Allows for artistic growth and exploration of new production tools while not tokenizing or eliminating the established requirements or meaning of “handmade” on the Pike Place Market crafts line.

d. Collaborative Products: Two separate permit holders may apply to the Marketmaster to add-on a collaborative product, in which both parties contribute their specialized craft to create the final product.
   1. Both components must require a highly specialized method of handmade fabrication that is not reasonably accessible to the other partner.
   2. Collaborative products are approved at the discretion of the Marketmaster in consultation with the screening committee.
   3. Product must be clearly labeled in a manner that names the collaborators and identifies them as current Pike Place Market permit holders.
   4. Permit holders are limited to a single collaborative product approval with a maximum of 1 item on the table taking up no more than 20% of the display, with the rest of the display consisting of approved products handmade by the displaying permit holder.

e. Craft permit holders may seek approval to table a limited number of printed books, restricted to 1/8 of their display or less with the remaining part of the display consisting of approved handmade products. Books must be one of the following:
   - An extension of artist’s mastery of medium as sold on their table.
   - Published volumes of artist’s 2-D artwork as sold on their table.
   - Self-published volumes of artist’s 2-D artwork as sold on their table, which have been approved by the screen committee to ensure professional quality.

E. **Category Guidelines**

1. **Bath and Body Products**
   a. **Design**
      1) Development of product line
      2) Original recipes/blends
   b. **Production**
      1) Makes 70% of the base foundation, **and**
      2) Controls formula of aromatherapy, **and**
      3) Significant effort in packaging of product.
2. Candles/Wax Products
   a. Design
      1) Design of focal point by artist/craftsperson
      2) Focal point worth 60% of the value of the piece.
   b. Production
      1) Makes own molds (if the design is the focal point), and
      2) Pours/dips candle by hand, and
      3) Significant effort in assembly of product

3. Glass Art
   a. Heat-worked Glass (Fused, Cast, Flame-Worked, Blown, Kiln-Worked)
      1) Design
         a) Creation of original design involving significant time and energy.
      2) Production
         a) Production of focal point, constituting the article’s significant value by artists, and
         b) Assembly of all components by artist.
   b. Stained and/or Beveled Glass Design
      1) Design
         a) Total design of piece by artist
      2) Production
         a) Component parts (other than glass) assembled by artist, and
         b) Component glass parts cut by artists, or
         c) Component parts (other than glass) which constitutes the significant value and focal point of piece produced by artist.

4. Handmade Clothing and Other Fabrics, Leather, Yarn or Woven Articles
   a. Design
      1) Total design by maker,
   b. Production
      1) Article sewn or laced by maker, or
      2) Article knitted, crocheted, woven or knotted by maker, and
      3) Use of hand-dyeing techniques by maker, or
      4) Application of original design (fabric appliqué, paint, dye or other material) to handmade clothing, handbag, etc. or
      5) Individual variation of each item.

5. Hand-Done Print Reproduction
   a. Design
      1) Creation of original image for reproduction
   b. Production
      1) Reproduction produced by artist
      2) Individual variation by artist of each item

6. Handmade Stationary and Paper Products
   a. Design
      1) Design of focal point by artist/craftsperson
2) Focal point worth 60% of the value of the piece

b. Production
   1) Adds original artwork to each piece, and
   2) Production of focal point, and
   3) Significant effort in assembly of product

7. Jewelry
   a. Fabricated Jewelry
      1) Design
         a) Design of all visible elements, exclusive of manufactured fastening devices, jump rings, or
         b) Design of the focal point worth at least 60 percent of retail value of the entire piece.
      2) Production
         a) Production by jeweler of entire article or all component parts, exclusive of findings, gem or stone, and
         b) Final production (i.e. polishing or other finishing technique) of entire article.

b. Cast Jewelry
   1) Design
      a) Creation of original image which constitutes the focal point and/or significant value of entire piece.
   2) Production
      a) Production of mold used for casting, and
      b) Production of article by artist using casting method, and
      c) Final production (i.e. polishing or other finishing technique) of entire article exclusive of component parts.

c. Lapidary Jewelry
   1) Design
      a) Design of the focal point work at least 60 percent of the retail value of the entire piece.
   2) Production
      a) Production of article by jeweler, exclusive of findings, and
      b) Final production (i.e. polishing or other finishing technique) of entire article.

d. Jewelry - Combination of Production Methods (Cast, Fabricated, or Lapidary)
   1) Design
      a) Design of all visible elements exclusive of findings (manufactured fastening devices, jump rings, or heads of faceted stones), or
      b) Design of the focal point worth at least 60 percent of the entire piece.
   2) Production
      a) Production by jeweler of entire article or all component parts, exclusive of gem or stone provided that stone is less than 40 percent retail value of entire piece, or
      b) Production or reproduction by jeweler, exclusive of casting, of focal point worth at least 60 percent of the retail value of the entire piece, and
      c) Final production (i.e. polishing or other finishing technique) of entire article by jeweler.
e. **Multi-Media Jewelry**

1) **Design**
   a) Design of all visible elements, exclusive of findings, **or**
   b) Design of focal point worth at least 60 percent of the value of the entire piece.

2) **Production**
   a) Production by jeweler of article, exclusive of findings, **or**
   b) Production of entire piece.

f. **Ceramic Jewelry**

1) **Design**
   a) Design of all visible elements exclusive of findings, **or**
   b) Design of focal point worth at least 60 percent of the retail value of the entire piece.

2) **Production**
   a) Production by jeweler of entire article exclusive of findings, **and**
   b) Production (i.e. kiln-firing and glazing or other finishing technique) of entire article.

g. **Other Jewelry (Paper, Acrylic, etc.)**

1) **Design**
   a) Design of all visible elements exclusive of findings, **or**
   b) Design of focal point worth at least 60 percent of the value of the entire piece.

2) **Production**
   a) Production by jeweler of article, exclusive of findings, **and**
   b) Final production of entire piece.

8. **Metalwork (other than Jewelry) including Sculptures, Boxes, and Candleholders**

a. **Design**
   1) Total design by artist, **or**

b. **Production**
   1) Crafting of entire article or all component parts by artists, **or**
   2) Crafting of focal point constituting the significant value of the piece, **and**
   3) Assembling of entire article or all component parts by artist, **and**
   4) Finishing of article by artist.

9. **Miscellaneous Art or Craft**

a. **Design**
   1) Creation of original design involving significant time and energy.

b. **Production**
   1) Production of focal point, constituting the article’s significant value, by artist, **and**
   2) Assembly of all components by artist.

10. **Painting, Sculpture and Other Original Artwork**

a. **Design**
   1) Creation of original image involving significant energy and time on or with any medium.

b. **Production**
1) Full control of Production by artist.
2) Artists may request to table 25% of their display space as Print Reproductions: such products will be subject to the same guidelines as the Print Reproduction Category.

12. Photography (Closed to Additional Vendors)
   a. Design
      1) Photographing of original image for reproduction
   b. Production
      1) Reproduction process fully controlled by artist
      2) Individual variation by artist of each reproduced item or article, or
      3) Matting and framing done by artist.

13. Photography with Individual Handmade Presentation
   a. Design
      1) Photographing of original image
   b. Production
      1) Each Image mounted by hand by technique requiring significant time and energy

14. Pottery and Ceramics
   a. Design
      1) Wheel-thrown or hand-built by ceramicist, or
      2) Molded from mold made by ceramicist
   a. Production
      1) Glazed or painted by ceramicist, and
      2) Kiln-fired or other heat process by artists/ceramicist, or
      3) Other finishing process by artist

15. Premade Fabric, with Hand-painted, Airbrushed, Tie-Dyed or Appliquéd Surface Design
   a. Design
      1) Original design of graphic image which constitutes the focal point creates the significant value.
   b. Production
      1) Final hand painted or other process by artist.

16. Premade Fabric, with Screen Printed Surface Design
   a. Design
      1) Original design of graphic image by artist which is the focal point and creates the significant value
   b. Production
      1) Preparation or execution of final production, artwork by artists, and
      2) Transfer by artist of final production artwork to the screen and final screen printing process by the artist.

17. Print Reproduction (closed to new vendors 4/01/2006)
   a. Design
      1) Creation of original image, involving significant energy and time, for reproduction.
   b. Production
1) Production fully controlled by artist
2) Individual variation by artist of each reproduced item or article, or
3) Matting and framing done by artist.
4) Artists selling images using print reproduction must use conspicuous and legible signage or labeling on their tables that accurately identifies the method of print reproduction (including both reproduction technology and type of paper used.)

c. The artist who creates the Market Festival or Busker’s Festival poster may sell signed copies of these mass-produced posters from his/her Daystall, depending on the agreement that is made between the festival organizers and the artist.

18. Strands of Beads
   a. **Design**
      1) Design of the strand pattern exclusive of findings
   b. **Production**
      1) Production of all bead components by jeweler, or
      2) Production of at least 60 percent, by retail value, of all beads components by jeweler, and
      3) Assembly of all parts by jeweler.

19. Wooden Articles (including boxes, sculptures and furniture)
   a. **Design**
      1) Total design by woodcrafter,
   b. **Production**
      1) Crafting of entire article or all component parts by woodcrafter, and
      2) Sanding of entire article or all component parts by woodcrafter, and
      3) Finishing of article by woodcrafter, including sanding, oiling, varnishing, and/or other finishing process.
      4) When using purchased, non-wooden components, woodwork must comprise the focal point and the significant majority of the item’s value.
2017 Daystall Rules Review: Initial Staff Recommendations on Rule Proposal (2/14/2017)

Additions or changes since previous version presented in this red font color.

<table>
<thead>
<tr>
<th>Prop #</th>
<th>Author</th>
<th>Representing</th>
<th>Affecting</th>
<th>Proposes</th>
<th>Staff Rec</th>
<th>Rationale:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tamma Farra</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes 2-year limit on joint permit holder absence</td>
<td>No</td>
<td>Situations involving the inability of a senior joint partner to do attendance based on health are often complex, sensitive and private matters. The current rules are sufficient to effectively address these situations. 3/1/2017 Updated: Prop #1 received 2 written comments in support and Prop #2 received 3 written comments in support. Both proposals received two comments in opposition in the February 7 community meeting.</td>
</tr>
<tr>
<td>2</td>
<td>Rolf &amp; Gerd Nieuwejaar</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes new limits on joint permit partner absence</td>
<td>No</td>
<td>This proposal would involve an unnecessarily complicated revision of the current tracking system, but the basic idea can be negotiated on a case by case basis at Marketmaster Discretion. 3/1/2017 Updated: one written comment in support and one in opposition.</td>
</tr>
<tr>
<td>3</td>
<td>Allison Moore</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes re-allotment of annual vacation weeks as combination of vacation weeks and vacation days</td>
<td>No</td>
<td>Current staff practice is to excuse anyone who can't make it to the Market safely due to weather conditions. Along with that permit holders make a reasonable effort to fulfill their attendance requirements later in the week if they can’t get in early in the week when possible. When this isn’t possible, they may contact staff and be excused. This is also an instance where vacation time can be used if individuals can safely come in but don’t want to. In rare instances of catastrophic weather that lasts for most of an attendance week, staff have excused all tenants for those weeks. 3/1/2017 Updated: 2 written comments in support.</td>
</tr>
<tr>
<td>4</td>
<td>Lee Strohm</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes creation of “Snow Days” for crafts attendance.</td>
<td>No</td>
<td></td>
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<tr>
<td></td>
<td>Name</td>
<td>Category</td>
<td>Description</td>
<td>Support</td>
<td>Reason</td>
<td>Updated Comments</td>
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<tr>
<td>5</td>
<td>Lee Strohm</td>
<td>Crafts</td>
<td>Proposes weekly minimum attendance requirement be allowed to distribute bi-weekly.</td>
<td>No</td>
<td>The attendance requirement is for minimum attendance, and is intended to distribute Meet the Producer attendance over most weeks of the year, with an option for a set number of weeks off each year. Staff support consistent attendance as foundational to establishing return customers, especially locals. 3/1/2017</td>
<td>2 written comments in support.</td>
</tr>
<tr>
<td>6</td>
<td>Frank Coble</td>
<td>General Pu</td>
<td>Proposes decreased requirement for &quot;Winter Time&quot; attendance and table rent.</td>
<td>No</td>
<td>The rules preserve minimal presence of permit holders through the off season and offer multiple options for vendors to scale back attendance through the colder months. 3/1/2017</td>
<td>1 written comment in opposition.</td>
</tr>
<tr>
<td>7</td>
<td>Kenneth Telesco</td>
<td>Crafts</td>
<td>Proposes delayed set-up time on days when roll call occurs at 9:30 am.</td>
<td>No</td>
<td>This proposal was vetted in recent years and it is staff's longstanding position that vendors should set up displays quickly so as to not impact neighbors and their ability to sell. Strategies that can be employed include foregoing sales that prevent them from getting set up on time, simplifying displays to what can be set up in an hour’s time, or planning to set up enough to stow carts and crates on time while fine-tuning the display afterwards. 3/1/2017</td>
<td>2 written comments in support.</td>
</tr>
<tr>
<td>8</td>
<td>Kristin Schwartz</td>
<td>Crafts</td>
<td>Proposes changing Peak Season closing time on Thursdays be changed from 5pm to 4pm.</td>
<td>No</td>
<td>Staff are not in support of scaling back vendor presence during peak season, especially in light of the requirement that high stalls and shops are required to stay open until 6 pm. 3/1/2017</td>
<td>2 written comments in support.</td>
</tr>
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<td></td>
<td></td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes creation of &quot;Exit Leave&quot; for vendors considering leaving the Market.</td>
<td>See Proposal 9A</td>
<td></td>
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<tr>
<td>9</td>
<td>Lee Strohm</td>
<td>Crafts</td>
<td>Crafts</td>
<td>In recent years, staff have added rules that offer a transition out of the Market for long-contributing vendors: the addition of extra vacation weeks and the one-day weekly attendance option for 30-year Market veterans. Staff are interested in maintaining a balance between interests of senior vendors at the front of the list and newly incubating permits at the back of the list, and are wary of adding further advantages for vendors with high seniority. The primary advantage of that seniority, as supported by years of meeting attendance requirements, should primarily remain the ability to pick a table earlier than less senior vendors. Staff support a modified version of these proposals as a mechanism for helping vendors who want to leave the Market move forward with exploring other options, in turn helping to create opportunity for new artisans seeking to start selling at the Market. The longterm health of the crafts market needs both benefit of senior vendors who continue to be passionately engaged, to innovate and to increase their level of mastery, along with the benefit of new start-up vendors that bring fresh energy, work, ideas and customers to the daystalls.</td>
<td></td>
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<td>9A</td>
<td>Staff</td>
<td>PDA Staff</td>
<td>Crafts</td>
<td>Proposal responding to Proposals 9, 10 &amp; 11: After 10 years of selling in the Market, craftspeople may request a one-time 12-month &quot;Exit Leave&quot;, which would preclude any additional Sabbatical or leave of absence.</td>
<td>See Proposal 9A</td>
<td></td>
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<tr>
<td>10</td>
<td>Tamma Farra</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes creation of &quot;Temporary Leave of Absence&quot; for permit holders contemplating retiring from the Market.</td>
<td>See Proposal 9A</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Tamma Farra</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes addition of pre-retirement as grounds for sabbatical, currently allowed for medical and educational reasons.</td>
<td>See Proposal 9A</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Frank Coble</td>
<td>General Pu</td>
<td>Crafts</td>
<td>Proposes submission of video by craftsperson as substitute to in-person studio inspection.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Frank Coble</td>
<td>General Pu</td>
<td>Crafts</td>
<td>Proposes monthly add-on screenings instead of current system.</td>
<td>No</td>
<td></td>
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<tr>
<td>14</td>
<td>Lee Strohm</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes mandatory wrapping or use of sealed containers for scented products</td>
<td>No.</td>
<td>Staff believe the current rules provide effective balance between the reasonable complaints of those bothered by scents and the needs of businesses with scented products to have economical as well as sustainable approaches to their packaging and presentation. 3/1/2017 Updated: 2 written comments in support and 1 in opposition.</td>
</tr>
<tr>
<td>15</td>
<td>Rolf &amp; Gerd Nieuwejaar</td>
<td>Crafts</td>
<td>Crafts</td>
<td>Proposes &quot;new Market Front and Plaza Canopy spaces...be designated Artist-Craftsperson Daystalls&quot;</td>
<td>No.</td>
<td>How to most effectively program the MarketFront is currently being explored by the PDA staff and Council. Any policy or procedure pertinent to the Daystall Rules and Regulations would be part of the 2018 Rules Review process as well as the discussion preceding the Hildt-Licata renewal in 2019. 3/1/2017 Updated: 3 written comments in support.</td>
</tr>
<tr>
<td>16</td>
<td>James Walls</td>
<td>Buskers</td>
<td>Buskers</td>
<td>Proposes that tubas be allowed as performance under busker permits.</td>
<td>Yes, see Proposal 16 A.</td>
<td>Brass instruments have not been allowed on Market busker spots due to volume concerns and the pervasive and penetrating qualities of their sounds which have a negative effect on surrounding businesses. 3/1/2017 Updated: 2 written comments in support. Staff have adjusted their position to allow limited trial of tubas with mutes, see proposal 16 A.</td>
</tr>
<tr>
<td>16 A</td>
<td>PDA Staff</td>
<td>Staff</td>
<td>Buskers</td>
<td>Proposes that is 2017 staff will approve performers to play tubas with mutes on a trial basis. Desimone Bridge spot and Clock spot facing inward are excluded.</td>
<td>Yes.</td>
<td>3/1/2017 Updated: In response to written comment in support of Prop 16, staff arranged a demonstration of a muted tuba which supported this instrument being complementary to Market functions.</td>
</tr>
<tr>
<td>17</td>
<td>Jesse Stout</td>
<td>Buskers</td>
<td>Buskers</td>
<td>Proposes that limits on numbers of buskers at busker spots be replaced with spatial limits at busker spots.</td>
<td>No.</td>
<td>&quot;restrictions on the number of performers allowed at the various places&quot; is required by the Hildt-Licata Agreement. 3/1/2017 Updated: One written response with mixed/ambiguous position.</td>
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<td>18</td>
<td>Jake DeVore</td>
<td>Buskers</td>
<td>Buskers</td>
<td>Proposes increases to the number of buskers that can face in and out at the Clock Spot.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Staff relaxed regulation of this spot in 2011, and the spot continues to require frequent staff intervention to address volume and other impacts on neighboring businesses. Further relaxing of limits is not supported.</td>
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<td></td>
<td>Yusuf Kilgore</td>
<td>Buskers</td>
<td>Buskers</td>
<td>Proposes that 3 buskers can face in at the Clock Spot during inclement weather.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>This proposal was vetted in last year's rules review process, and staff position has not changed. Staff relaxed regulation of this spot in 2011, and the spot continues to require frequent staff intervention to address volume and other impacts on neighboring businesses. Further relaxing of limits is not supported. 3/1/2017 Updated: One written response opposed.</td>
<td></td>
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<tr>
<td></td>
<td>Dusty Tousen</td>
<td>Buskers</td>
<td>Buskers</td>
<td>Proposes that 3 or 4 buskers can face in at the Clock Spot during inclement weather.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>This proposal was vetted in last year's rules review process, and staff position has not changed. Staff relaxed regulation of this spot somewhat in 2011, and the spot continues to require frequent staff intervention to address volume and other impacts on neighboring businesses. Further relaxing of limits is not supported. 3/1/2017 Updated: One written response in support.</td>
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<td></td>
<td>Frank Coble</td>
<td>General Pu Daystalls</td>
<td>Proposes changes to current process for appeal of violations.</td>
<td></td>
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<tr>
<td>No.</td>
<td>The current rules offer sufficient manner of appeal for the very small number of violations that occur from year to year.</td>
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<tr>
<td></td>
<td>Frank Coble</td>
<td>General Pu Daystalls</td>
<td>Proposes additional level of appeal to current process for appeal of violations.</td>
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<tr>
<td>No.</td>
<td>The current rules offer sufficient levels of appeal for the very small number of violations that occur from year to year.</td>
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<tr>
<td></td>
<td>Frank Coble</td>
<td>General Pu Daystalls</td>
<td>Proposes creation of panel to &quot;define&quot; Marketmaster decisions.</td>
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<tr>
<td>No.</td>
<td>A similar proposals were included in the 2009 and 2016 Rules Review and were effectively addressed at that time.</td>
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<tr>
<td></td>
<td>Name</td>
<td>Role</td>
<td>Department</td>
<td>Proposal</td>
<td>Support</td>
<td>Notes</td>
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<tr>
<td>24</td>
<td>Frank Coble</td>
<td>General Public</td>
<td>Daystalls</td>
<td>Proposes elimination of title “Market NO.”</td>
<td>No.</td>
<td>This proposal was thoroughly vetted and addressed in the 2015 Daystall Rules Review.</td>
</tr>
<tr>
<td>25</td>
<td>PDA Staff</td>
<td>Staff</td>
<td>Daystalls</td>
<td>Proposes 3% Daystall table rent increase, offering two options for revised rate structure.</td>
<td>Yes.</td>
<td>Staff support their own proposal.</td>
</tr>
<tr>
<td>26</td>
<td>PDA Staff</td>
<td>Staff</td>
<td>Tour Guides</td>
<td>Proposes inclusion of Regulation of Tour Guides in Daystall Rules</td>
<td>Yes.</td>
<td>Staff support their own proposal. 3/1/2017 Updated: Two written responses with mixed/ambiguous position.</td>
</tr>
</tbody>
</table>
Adoption of Daystall Rules and Regulations
March 2017

WHEREAS, The PDA conducts an annual review of the Daystall Rules and Regulations; and

WHEREAS, The PDA solicited and received suggestions from the Daystall community regarding rule changes; and

WHEREAS, The PDA staff has held Daystall community meetings regarding the potential changes and have altered the initial proposed changes to Daystall Rules and Regulations based upon those meetings; and on March 14th, 2017 the Market Programs Committee held an open public meeting that discussed and considered rule changes with opportunity for public comment;

NOW, THEREFORE BE IT RESOLVED that the PPMPDA Council hereby approves the following 2017 changes to the Daystall Rules and Regulations as noted in Exhibit A.

_____________________________ ____________________
Gloria Skouge, Secretary/Treasurer Date

Date Approved by Council:

For:    
Against:  
Abstained:
JOINT DEVELOPMENT AGREEMENT

by and between

PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

and

PIKE PLACE MARKET FOUNDATION

Dated as of ________________
JOINT DEVELOPMENT AGREEMENT

by and between

PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

and

PIKE PLACE MARKET FOUNDATION

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EXHIBIT A - BUDGET ..............................................................................EXHIBIT A
EXHIBIT B - LEGAL DESCRIPTION OF PROPERTY ...............................EXHIBIT B
This JOINT DEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the _____ day of February, 2016, by and between Pike Place Market Foundation, a Washington 501c3 Not for Profit (“PPMF”) and Pike Place Market Preservation and Development Authority, a public corporation of the State of Washington (“PDA”).

BACKGROUND

The PDA is the owner of certain real property located at 1901 Western Avenue in Seattle, Washington legally described in Exhibit B hereto (the “Property”). The PDA subject the Property to a condominium regime known as MarketFront, a Condominium, pursuant to a condominium declaration recorded under King County recording number ______________ creating two condominium units. Unit One (also referred to as the PDA Unit) consists of a condominium unit within which a parking garage, retail space and ancillary improvements has been or will be constructed and Unit Two (also referred to as the Neighborhood Center Housing Unit) consists a condominium unit within which forty (40) multi-family residential apartments will be constructed.

The PDA has agreed to lease to PPMF and PPMF has agreed to lease from the PDA a XX 1000146 square foot commercial space in Unit a One referred herein as the Neighborhood Center, pursuant to the Lease Agreement (defined below). The parties enter into this Agreement to provide for the joint development of the Property and to establish the rights and responsibilities of each party with respect to the other in connection with this joint development.

In consideration of the mutual covenants and agreements herein contained, the compensation to be paid to the PDA hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PDA and PPMF hereby agree as follows:

ARTICLE I
DEFINITIONS

Architect means The Miller Hull Partnership, LLP, the architect that has designed the Project.

Architect Agreement means that AIA B102-2007 Standard Form of Agreement dated October 1, 2013 between the Architect as “Architect”, and the PDA as “Owner” with respect to the Project.

Budget means that budget for the development of the Project attached hereto as Exhibit A, as it may be revised by Change Order or otherwise pursuant to this Agreement. Any Change Order
affecting the cost of the Project made in accordance with this Agreement and any other revision to the Budget agreed to and approved in writing by both parties in the manner described herein shall be deemed to amend Exhibit A.

**Change Order** means an amendment to the scope of work, costs or other provisions of the Construction Contract, including a “Change Order” and a “Construction Change Directive” as defined in the Construction Contract, made pursuant to section 4.2.3 below.

**Closing Date** means the commencement date under the Lease Agreement.

**Common Elements** means the portions of the Condominium in which the Condominium unit owners hold an undivided common ownership interest, as further described in the Condominium Documents.

**Condominium** means MarketFront, a Condominium, a condominium regime created on the Property to divide the Property into two units, as further contemplated in the Condominium Documents.

**Condominium Documents** means the survey map and plans and condominium declaration for the Condominium and articles of incorporation and bylaws for the MarketFront Condominium Association.

**Contractor** means Sellen Construction Co., Inc., the general contractor selected by the PDA to construct the Project.

**Construction Contract** means the contract between the Contractor and the PDA dated March 27, 2015 for the construction of the Project, as amended by Amendment No. 1 dated May 1, 2015, Amendment No. 2 dated May 19, 2015, by Amendment No. 3 dated June 9, 2015, by Amendment No. 4 dated February 1, 2016 and by Amendment No. 5 dated February [____], 2016. The Construction Contract includes each Schedule of Values.

**City Grant** means that certain grant to the PDA for development of the MarketFront, a portion of which is allocated to construction costs associated with the Neighborhood Center.

**State Grant** means that certain grant to the PPMF for development of the Neighborhood Center.

**Environmental Law** means any federal, state or local law, statute, ordinance, regulation or order pertaining to health, industrial hygiene, environmental conditions or hazardous substances or materials including those defined in this Agreement as “Hazardous Substances.”

**Hazardous Substance** means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos and (d) polychlorinated biphenyls.
Neighborhood Center Project means the improvements described in the Plans and Specifications to be constructed within Unit One which shall include a Neighborhood Center providing access to Market social services as well, improvements to Foodbank Access and needed mechanical and exterior renovation of Heritage House to accommodate project construction as other key program components described in exhibit XX.

Neighborhood Center Project Costs means the cost to develop and construct the MarketFront Neighborhood Center Project Components including improvements to Foodbank access and needed mechanical and exterior renovation of Heritage House pursuant to the Plans and Specifications, as estimated in Subsection 6 of the Budget designated as “Neighborhood Center” (this includes that portion of Shared Costs allocable to PPMF based on the allocations in the Schedule of Values).

Lease Agreement means that certain Lease Agreement dated [___________], February XX, March 1, 2016, by and between the PDA and PPMF for the Neighborhood Center, which is or will be recorded in the records of King County.

Pay Application means a copy of the Contractor’s monthly application for payment.

PDA means Pike Place Market Preservation and Development Authority, a public corporation of the State of Washington.

PDA Project means the improvements described in the Plans and Specifications with respect to Unit One, which shall include approximately 240-300 parking stalls, retail space and ancillary improvements.

PDA Project Costs means the cost to develop and construct the PDA Project pursuant to the Plans and Specifications. PDA Project Costs include all costs that are not Neighborhood Center Project Costs.

Plans and Specifications means those architectural plans and specifications prepared by the Architect designated as Job Number 1209 dated through December 4, 2015, as they may be revised pursuant to this Agreement.

Property has the meaning set forth in the Background section above.

Project means the improvements set forth in the Plans and Specifications.

Schedule of Values means, collectively, the PDA Project schedule of values attached to the Construction Contract detailing the amounts for each line item in the scope of work for the Contractor.

Shared Costs means the a) hard costs to construct any shared building elements of the Project to the extent shown in the Budget and/or Schedule of Values as being shared between the Neighborhood Center Project PPMF and PDA Project and b) the cost of architectural, engineering,
permitting, survey and other similar soft costs shown in the Budget as shared between the Neighborhood Center Project PPMF and PDA Project.

Unit One means the condominium unit created pursuant to the Condominium Documents that shall comprise the PDA Project— which includes the Neighborhood Center leasehold space. Unit One is also referred to as the “PDA Unit.”

Unit Two means the condominium unit created pursuant to the Condominium Documents within which the Neighborhood Center Project will be constructed. Unit Two is also referred to as the “Neighborhood Center Housing Unit.”

PPMF means Pike Place Market Foundation, a Washington 501c3 Not for Profit.

ARTICLE II
RESERVED

ARTICLE III
CONSTRUCTION OF IMPROVEMENTS

3.1 Reserved.

3.2 Construction of Improvements.

3.2.1 Construction Contract. The PDA has entered into the Construction Contract with the Contractor. The PDA will instruct the Contractor that the Contractor shall not commence construction of the Neighborhood Center Project improvements until the PDA issues a notice to proceed with that portion of the construction of the Project improvements.

The Construction Contract provides for liquidated damages of $2,000 per day in the event the Contractor fails to complete the Project within the specified contract time. In the event the PDA receives liquidated damages from the Contractor which relate to the Neighborhood Center Project, the PDA shall pay 75% of such damages to PPMF and in the event the PDA receives liquidated damages from the Contractor which relate to the Shared Costs, the PDA shall pay a portion of those damages to PPMF based on the allocation of those costs between Unit 1 and Unit 2.

3.2.2 Construction of the Project. Upon the written authorization of PPMF, the PDA shall provide the Contractor with a notice to proceed for construction of the Neighborhood Center Project. The PDA agrees to act in good faith to protect the interests of PPMF with respect to claims against the Contractor for warranty work or other claims arising under the terms of the Construction Contract. The PDA shall comply with its obligations under the Construction Contract and shall enforce its rights under the Construction Contract to ensure that the Project is completed pursuant to the Plans and Specifications and within the time frame contemplated under the Construction Contract, provided however that such obligation shall not make the PDA liable for
delays, except to the extent such delay is a result of the PDA’s negligence or willful misconduct. The PDA shall provide notice to PPMF within 5 business days of any default by the Contractor or by the PDA under the Construction Contract or the Architect Agreement. In the event of default by the PDA under the Construction Contract or the Architect Agreement, PPMF shall be entitled to cure such default and make payments directly to the Contractor and/or the Architect to ensure timely completion of the Neighborhood Center Project. PPMF shall be entitled to reimbursement by the PDA for such cure pursuant to Section 7.2.

3.2.4 Right to Access. The PDA, its agents, affiliates and assigns have an unrestricted right of access to the Neighborhood Center Unit to construct (in compliance with the provisions of the Condominium Documents, all applicable laws, rules and regulations and Plans and Specifications) the Neighborhood Center Project and such related components that are reasonably necessary to benefit the Project. The construction described in the prior sentence of this Section 3.2.4 is the “Unit Work”. In connection with such Unit Work and subject to the prior written approval of PPMF, which shall not be unreasonably withheld, conditioned or delayed, and subject to requirements of PPMF’s lenders, the PDA will have the right to cause such amendments to the Condominium declaration and the Condominium survey map and plans to be prepared and recorded as may be (i) required by law, (ii) requested by title insurers or Eligible Mortgagors of the Neighborhood Center Unit, as the case may be, and/or (iii) desirable to show data pertaining to the Project when completed. If after completion of the Project it is discovered that there is a discrepancy between the airspace boundaries of the PDA Unit and/or the Neighborhood Center Unit and the actual “as-built” location of the physical improvements constructed in substantial conformity with the Plans and Specifications, the Condominium Association, subject to requirements of PPMF’s lenders, will have the right to cause such amendments to the condominium declaration and the survey map and plans to be prepared and recorded as may be necessary to revise the boundaries of the units or Common Elements to conform with the actual “as-built” location of the physical improvements. The PDA shall indemnify, defend, and hold harmless PPMF from all fines, suits, procedures, claims, actions and losses to the Neighborhood Center Project arising out of the PDA’s wrongful acts or failure to act in connection with PDA’s access to the Neighborhood Center Project and from the PDA’s breach of this Agreement in its capacity as the PDA and not the sole member of the managing member of PPMF.

FINANCING AND SHARED DEVELOPMENT COSTS

4.1 Payment of Development and Construction Costs.

4.1.1 Budget and Allocation of Costs. The parties acknowledge and agree that the Budget, as attached hereto, represents the estimated cost to construct the Project and the allocation of the Shared Costs to each party as of the date of this Agreement. The costs identified in the Budget as Neighborhood Center Project Costs shall be borne and paid by PPMF and the costs identified in the Budget and the Schedule of Values as PDA Component and PDA Shared Project Costs shall be borne and paid by the PDA. One party may unilaterally amend the budget to reallocate available funds to specific line items if and only if the amendment affects only the party making the amendment and will not affect the other portion of the Project. A Budget amendment affecting both parties must, except as specifically provided in section 4.2.3 below, be
made only by the mutual written consent of the parties. Proposed Budget amendments may be presented by either party to the other. The presenting party shall provide its proposal for a change in the overall Budget or a particular line item in the Budget and shall outline its proposal for how any additional cost or cost savings will be allocated between the parties. The non-presenting party shall have five business days from the date it receives notice of the proposed change to approve of or reject the revision in writing or make a counter-proposal to the presenting party. Failure to respond within such 5- business day period shall be deemed to be a rejection of the proposed change.

4.1.2 Payments. Notwithstanding the cost allocation described in paragraph 4.1.1 above and in the Budget, the parties agree that PPMF shall (a) pay the PDA, within the time periods set forth in the Construction Contract below, the Neighborhood Center PPMF Shared Project Cost portion of each Pay Application throughout the course of construction of the Project to the extent such Pay Application has been approved by the Architect, as applicable, and including without limitation, PPMF’s share of the costs related to the Shared Costs, and (b) pay the PDA within ten thirty (1030) days of demand any Neighborhood Center Project Cost that has been incurred by the PDA, of receipt of pay application.

4.2 Funding.

4.2.1 Funding of the Project Development Costs. The PDA acknowledges that PPMF will be funding a portion of the Neighborhood Center Project PPMF Shared Costs with grants from the State of Washington Building Communities Fund as well as philanthropic fundraising efforts.

4.2.2 Reserved.

4.2.3 Change Orders. Except as provided below and subject to any requirements of lenders or Investor as referred to in Section 3.2.3, the PDA must receive the prior written approval of PPMF to any Change Order affecting the Shared Costs or the Neighborhood Center Project Costs. The PDA shall present proposed Change Orders affecting the Shared Costs or the Neighborhood Center Project Costs to PPMF in the same manner, and PPMF shall have the same rights to approve, reject or offer an alternative to a proposed Change Order, as outlined for the Budget revisions in section 4.1.1 above. In the event a Change Order is made for the exclusive benefit of the Neighborhood Center Project but has the ancillary effect of increasing the Shared Costs, the increased cost shall be borne exclusively by PPMF. In the event of a Change Order is made for the exclusive benefit of the Neighborhood Center Project but has the ancillary effect of increasing the Shared Costs, the increased cost shall be borne exclusively by the PDA. Any increase in the Shared Costs that does not result from a Change Order made exclusively for the benefit of the Neighborhood Center Project or exclusively for the benefit of the PDA Project shall be allocated between the PDA and PPMF based on the allocations indicated in the Budget for the affected line item. If the additional cost does not fall within a Budget line-item for which the allocation percentages have been identified, the cost shall be allocated based on the percentage allocation of an analogous Budget line-item.

The PDA shall be permitted to make a Change Order with respect to the Shared Costs or Neighborhood Center Project Costs without the consent of PPMF under two circumstances. First,
if a Change Order is required to abate an imminent threat to the safety of persons or property, the
PDA shall have the right to make a Change Order without the written consent of PPMF; provided,
however, the PDA shall provide notice of the same to PPMF and the Notified Parties within ten
(10) business days thereof. Such “emergency” Change Order made without PPMF consent shall
authorize only the labor, materials or other costs necessary to relieve the imminent threat. Second,
the PDA may make a Change Order without the consent of PPMF if the Change Order affects only
the PDA Project and has no effect on the cost, quality or design of the Neighborhood Center
Project.

A Change Order approved pursuant to the foregoing and affecting the cost of the Project
shall be deemed to amend the Budget, and in the case of a Change Order affecting the cost of the
Construction Contract, to amend the Schedule of Values, subject to approval rights of the
Neighborhood Center Project lenders and investor.

ARTICLE V
INSURANCE

The PDA obtained a builder’s risk policy for the Project. The PDA shall cause (i) PPMF
to be a named insured on such builder’s risk policy, (ii) PPMF’s lenders to be named mortgagee
clause endorsements and loss payable endorsements, and (iii) the Investor be named an additional
insured under such policy. The Contractor and subcontractors of all tiers will be Additional
Insureds within the builder’s risk policy(s) with a waiver of subrogation between all parties. In
the event of a claim arising under such builder’s risk policy, PPMF and the PDA shall share the
remedies therein proportionate to their respective cash investment in the Project. After completion
of construction, the Project shall be insured as required in the Condominium Documents and
pursuant to PPMF’s lenders loan documents. The cost of the builder’s risk policy shall be paid
for by the PDA. PPMF’s and the PDA’s rights with respect to insurance proceeds attributable to
the Neighborhood Center Project shall be subject to the rights of any Neighborhood Center Project
lender to whom such proceeds have been assigned or that is named as a mortgagee or loss payee
on the insurance policy and to the provisions of their loan documents.

ARTICLE VI
RESERVED

ARTICLE VII
DEFAULT AND REMEDIES

7.1 PDA Default.

It shall be a PDA event of default (“PDA Event of Default”) if the PDA fails to fulfill any one or
more of its obligations under this Agreement after 30 days’ written notice and an opportunity to
cure, or if such failure is not of a nature that can be cured within such 30-day period, provided that
the PDA initiates corrective action within said period and diligently, continually, and in good faith
works to effect a cure as soon as possible, then the PDA shall have such additional time as is
reasonably necessary to cure the default prior to exercise of any remedies by PPMF. Except as
provided in subsection 7.2, in no event shall PPMF be precluded from exercising remedies if
PPMF’s interests or property becomes or is about to become materially jeopardized by any failure to cure a PDA Event of Default.

7.2 PPMF Remedies for a PDA Event of Default.

After a PDA Event of Default, PPMF shall have the right to pursue any and all remedies available to it in law and equity, specific performance, off set of any obligations owing by PPMF to the PDA, and the right to cure such default on behalf of the PDA. Under no circumstances will the PDA be liable for indirect or consequential damages. In the event PPMF performs an obligation of the PDA to cure a PDA Event of Default, PPMF shall have the right to collect from the PDA the reasonable costs of such performance, including reasonable attorney fees, expenses and disbursements made, and other reasonable costs, together with interest from the date of such expenditure at a rate of 10% compounding, per annum (or the maximum interest rate permitted by law, whichever is less).

7.3 PPMF Default.

It shall be a PPMF event of default (“PPMF Event of Default”) if PPMF fails to fulfill any one or more of its obligations under this Agreement and neither PPMF nor any of the Notified Parties (as defined in 7.4.2 below) cures such failure after 30 days’ written notice to PPMF and the Notified Parties, provided that if such failure is not of a nature that can be cured within such 30-day period and if at least one of the Notified Parties initiates corrective action within said period and diligently, continually, and in good faith works to effect a cure as soon as possible, then the Notified Parties shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the PDA. Except as provided in subsection 7.4.1, in no event shall the PDA be precluded from exercising remedies if the PDA’s interests or property becomes or is about to become materially jeopardized by any failure to cure a PPMF Event of Default. Nothing in this section, and no initiation of any cure by any Notified Party, shall impose any obligation on any Notified Party.

7.4 PDA Remedies after PPMF Event of Default.

7.4.1 Generally. After a PPMF Event of Default and expiration of the applicable cure period, the PDA shall have the right to pursue any and all remedies to it in law and equity, specific performance, and the right to cure such default on behalf of PPMF. Under no circumstances will PPMF be liable for indirect or consequential damages. In the event the PDA performs an obligation of PPMF to cure an PPMF Event of Default, the PDA shall have the right to collect from PPMF the reasonable costs of such performance, including reasonable attorney fees, expenses and disbursements made, and other reasonable costs, together with interest from the date of such expenditure at a rate of 10% compounding, per annum (or the maximum interest rate permitted by law, whichever is less).
7.5 Cumulative Remedies.

The remedies provided for in this Agreement are cumulative and are not intended to be exclusive of any other remedies to which the PDA or PPMF may lawfully be entitled at any time, and the PDA or PPMF may invoke any remedy allowed at law or in equity not inconsistent with the provisions of this Agreement, including any action for specific performance. In the event of a breach or threatened breach by the PDA or PPMF of any of its obligations under this Agreement, the other party shall also have the right to obtain an injunction and any other appropriate equitable relief.

ARTICLE VIII
MISCELLANEOUS

8.1 Notices.

All notices, demands, statements and communications required under this Agreement, including the notices required for Budget revisions, disbursement requests and Change Orders described above, shall be in writing and shall be addressed to a party at the address set for below, or to such other address as a party may by written notice, given in accordance with this Section, designate. Notices shall be transmitted by personal delivery, express or courier services, electronic means of transmitting written material (so long as an original is transmitted by the United States Postal Service or express or courier service) or United States Postal Service. Notices shall be deemed to be delivered by the earlier of: the date received; or three (3) business days after having been deposited in the United States Postal Service, postage prepaid.

To PPMF: Pike Place Market Foundation
85 Pike Street, Room 500
Seattle, WA 98101
Attn: Executive Director

To PDA: Pike Place Market Preservation and Development Authority
85 Pike Street, Room 500
Seattle, WA 98101
Attn: Executive Director

8.2 Burden and Benefit; Assignment.

The agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party, except for the assignments specifically referenced in this Agreement. Notwithstanding the foregoing, PPMF shall assign this Agreement to Lender as additional security for the Construction Loan, either party may assign its rights under this Agreement to The City of Seattle and such assignments shall not require consent of the PDA.
8.3 Severability of Provisions.

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

8.4 No Continuing Waiver.

The written waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8.5 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, without regard to principles of conflicts of laws.

8.6 Complete Agreement.

This Agreement and the documents referenced herein are intended to be the entire agreement of the parties and may be amended only with the written consent of both parties.

8.7 Survival.

All indemnities and other obligations of the parties under this Agreement which, by their nature, may be required to be fulfilled after the expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

8.8 Attorney’s Fees.

In the event of litigation between the parties hereto in connection with or arising out of this Agreement, the prevailing party shall recover from the non-prevailing party all actual costs, actual damages and actual expenses, including reasonable attorney’s fees and charges, paralegal and clerical fees and charges and other professional or consultants’ fees or charges reasonably and necessarily expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the Court as part of this judgment.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures of this Agreement may be executed on separate pages and when attached to this agreement shall constitute one complete document.

8.10 Recitals. The recitals at the beginning of this Agreement are true and correct and are incorporated herein by this reference.
NOTICE: The Pike Place Market Preservation and Development Authority is organized pursuant to Seattle Municipal Code (SMC) Ch. 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-755. RCW 35.21.750 provides in part as follows: “All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.”

[Signatures appear on the following pages.]
JOINT DEVELOPMENT AGREEMENT

PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY
PIKE PLACE MARKET FOUNDATION

Signature Page

PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY,
a public corporation of the State of Washington

By: ______________________________
Name: ______________________________
Title: ______________________________
JOINT DEVELOPMENT AGREEMENT
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY
PIKE PLACE MARKET FOUNDATION

Signature Page

Pike Place Market Foundation

By: ____________________________
Name: __________________________
Title: __________________________
EXHIBIT A
Budget – attached

Exhibit A
### MarketFront Project Neighborhood Center Component Budget

#### Funding Sources
- **PDA Funding (City of Seattle Grant)**: $1,691,406
- **PPMF Funding (State Grant)**: $485,000

**Total Funding**: $2,176,406

#### Component Costs
- **Architecture & Engineering**: $153,000
- **Construction of Neighborhood Center Space - PDA Shared Cost**: $365,000
- **Construction of Neighborhood Center Space - PPMF Shared Cost**: $485,000
- **Food Bank & Heritage House mechanical & exterior renovation**: $226,014
- **Food bank delivery access renovation**: $154,204
- **Pedestrian improvements to accommodate NC**: $423,188
- **Capitalized Equipment**: $320,000
- **Const. Mgmt.**: $50,000

**Total Component Cost**: $2,176,406

---

Exhibit A
EXHIBIT B
Legal Description of Property

The legal description of the land underlying the Condominium: UPDATE?

THOSE PORTIONS OF LOTS 5 THROUGH 12, BLOCK 36, AND THAT CERTAIN UNNUMBERED TRACT OR LOT LYING GENERALLY SOUTHEAST OF BLOCK 36, DELINEATED ON AN ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOW AS A.A. DENNY’S 6TH ADDITION TO THE CITY OF SEATTLE), AS RECORDED IN VOLUME 1 OF PLATS, PAGE 99, IN KING COUNTY, PPMFINGTON, AND THOSE PORTIONS OF THE VACATED ALLEY IN SAID BLOCK 36 AND VACATED PINE AND STEWART STREETS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 36, OF SAID PLAT OF A.A. DENNY’S SIXTH ADDITION TO THE CITY OF SEATTLE;
THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY MARGIN OF SAID LOT 5 TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF ARMORY WAY, AS ESTABLISHED BY CONDEMNATION ORDINANCE NO.66339, AS AMENDED BY ORDINANCE NO. 67125;
THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF ARMORY WAY TO A POINT ON A LINE PARALLEL WITH AND 30 FEET NORTHWEST OF THE NORTHWESTERN LINE OF BLOCK H, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT BY A.A. DENNY (COMMONLY KNOW AS A.A. DENNY’S 4TH ADDITION TO THE CITY OF SEATTLE), AS RECORDED IN VOLUME OF 1 OF PLATS PAGE 69, IN KING COUNTY, PPMFINGTON;
THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF WESTERN AVENUE AS WIDENED UNDER THE PROVISIONS OF ORDINANCE NOS. 117044 AND 181096 OF THE CITY OF SEATTLE;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF WESTERN AVENUE TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 6, BLOCK 36, SAID PLAT OF A.A. DENNY’S 6TH ADDITION TO THE CITY OF SEATTLE;
THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 TO THE MOST WESTERLY CORNER THEREOF;
THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.
(ALSO KNOW AS PARCEL B OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 8800103, RECORDED UNDER RECORDING NUMBER 8807250812 AND AMENDED BY RECORDING NUMBER 8811290942).

4846-3880-3995, v. 10
PROPOSED RESOLUTION 17-12

MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation
March 2017

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, among other things, preservation and rehabilitation of the structures and open spaces in the Market Historic District; and,

WHEREAS in order to maintain the viability of the Pike Place Market and the PPMPDA has undertaken an effort to identify and address issues and opportunities related to the design of the Central Waterfront and the development of parcels adjacent to the Market including PC-1N that may directly affect the future of the Market; and,

WHEREAS, the PPMPDA in cooperation with the Pike Place Market Foundation (Foundation) secured State Grants to fund portions of the MarketFront project including the Neighborhood Center; and,

WHEREAS, the PPMPDA successfully negotiated a Development Agreement with the Foundation for construction of the Neighborhood Center shell and related improvements to Food Bank access and Heritage House; and,

WHEREAS, consistent with the project budget included in the State Grant and reflected in Exhibit A of the Development Agreement the Foundation has agreed to reimburse the PDA for $485,000 of the total MarketFront Project Neighborhood Center Component Project Cost; and,

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into the attached Development Agreement subject to final review by PPMPDA General Counsel.

The funds for this project will be drawn from 110635-00.

Gloria Skouge, Secretary/Treasurer

Date

Date Approved by Council:
For:
Against:
Abstained:
Authorization for Contract Authority – Replace Upper and Lower Pine Roofs
March 2017

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, in order to maintain the viability of the Pike Place Market buildings the PPMPDA has determined that both Upper and Lower Pine Roofs are at the end of their useful life cycle, and are on the “30 Year Capital Needs Assessment” for replacement

WHEREAS, the PPMPDA has executed a bid process to replace both upper and lower Pine Roofs

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into a contract with NW Roofing Solutions LLC. In an amount not to exceed $150,359.42 for the purpose of replacing both roofs

The funds for this project will be drawn from the Capital Projects COMPIN GL 163820-00.

______________________________  ______________________
Gloria Skouge, Secretary/Treasurer          Date

Date Approved by Council:
For:
Against:
Abstained:
Proposed Resolution 17-09
Authorization for Contract Authority – Replace Upper & Lower Pine Roofs
March 2017

Proposed Resolution Costs: $150,359.42
Current Budget: $160,000
Project: Replace both Upper and Lower Pine Roofs
Account: Capital Projects
Accounting Code: 163820-00

Project Description:
Replace both Upper and Lower Roofs with new 20 year warrantied roof systems

Scope:
The purpose of this project is to install new roofing systems on the Upper and Lower Pine Roofs

Bid Process:
Bid process: Solicited five bids, and received three bids:

- NW Roofing Solutions LLC $130,747.32 ($150,359.42 with 15% Contingency)
- Mono Rooftop Solutions $145,768.00
- Nations Roof $149,500.00
- COBRA Roofing $216,341.63
- Snyder Roofing Unresponsive
Authorization for Contract Authority – Replace Lower LaSalle Roof
March 2017

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, in order to maintain the viability of the Pike Place Market buildings the PPMPDA has determined that Lower LaSalle Roof is at the end of its useful life cycle, and is on the “30 Year Capital Needs Assessment” for replacement

WHEREAS, the PPMPDA has executed a bid process to replace the Lower LaSalle Roof

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into a contract with Mono Rooftop Solutions in an amount not to exceed $31,510 for the purpose of replacing the roof

The funds for this project will be drawn from the Capital Projects COMLAS GL 163658-00.

Gloria Skouge, Secretary/Treasurer ____________________________ Date

Date Approved by Council:
For:
Against:
Abstained:
Proposed Resolution 17-10
Authorization for Contract Authority – Replace Lower LaSalle Roof
March 2017

Proposed Resolution Costs: $31,510

Current Budget: $35,000

Project: Replace Lower LaSalle Roof

Account: Capital Projects

Accounting Code: 163658-00

Project Description:

Replace the Lower LaSalle Roof with new 20 year warrantied roof system

Scope:

The purpose of this project is to install a new roofing system on the Lower LaSalle Roof

Bid Process:

Bid process: Solicited five bids, and received three bids:

- Mono Rooftop Solutions $27,400 ($31,510. with 15% Contingency)
- NW Roofing Solutions LLC $29,429.79
- Nations Roof $41,300.00
- COBRA Roofing $54,220.22
- Snyder Roofing Unresponsive
# PROPOSED RESOLUTION 17-11

## Lease Proposals
**MARCH 2017**

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Term</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chin Music Press</td>
<td>Five (5) Years</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>Bruce Rutledge &amp; Yuko Enomoto</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mick’s Peppourri</td>
<td>Five (5) Years</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Tad Mick</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper Feather</td>
<td>Two (2) Years</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>Jennifer &amp; Paul Culling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place Pigalle</td>
<td>Ten (10) Years</td>
<td>April 1, 2017</td>
</tr>
<tr>
<td>Montmartre, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle Hats</td>
<td>Three (3) Years</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Me &amp; Mom’s Hats, Inc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

__Gloria Skouge, Secretary/Treasurer__  
Date

**Date Approved by Council:**  
For:  
Against:  
Abstained:
## Lease Summary

**Date:** March 21, 2017

<table>
<thead>
<tr>
<th>Business Name/Owner</th>
<th>Address/Building/Square feet</th>
<th>Tenant Since</th>
<th>Primary Term</th>
<th>Options</th>
<th>Use Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chin Music Press / Bruce Rutledge &amp; Yuko Enomoto</td>
<td>1501 Pike Place #329 / Fairley / 675 sf</td>
<td>Since 2014</td>
<td>Five (5) Years</td>
<td>N/A</td>
<td>Retail store specializing in the sale of books, paper products and related artwork published by Chin Music Press and office/work space.</td>
</tr>
<tr>
<td>Mick’s Peppourri / Tad Mick</td>
<td>1531 Pike Place / Fairley / 180 sf</td>
<td>Since 1982</td>
<td>Five (5) Years</td>
<td>N/A</td>
<td>Retail sale of pepper products such as jam and sauces. Wine jellies not to exceed 20% of total product line.</td>
</tr>
<tr>
<td>Paper Feather / Jennifer &amp; Paul Cullin</td>
<td>1520 Western Ave / Fairley / 180 sf</td>
<td>Since 2012</td>
<td>Two (2) Years</td>
<td>One (1) Year</td>
<td>Retail business specializing in the sale of high quality custom illustrated postcards, greeting cards, gift tags, handmade gift boxes, journals, spiral notebooks, wrapping paper, notepads, vintage paper products, canvas prints, stickers, and labels.</td>
</tr>
<tr>
<td>Place Pigalle / Montmartre, Inc. (Lluvia Walker)</td>
<td>81 Pike Street / La Salle / 1,316 sf</td>
<td>Since 1983</td>
<td>Ten (10) Years</td>
<td>N/A</td>
<td>French Restaurant</td>
</tr>
<tr>
<td>Seattle Hats / Me &amp; Mom’s Hats, Inc. (Jo Kaseter)</td>
<td>76 Pike Street #4 / Leland / 130 sf</td>
<td>Since 2009</td>
<td>Three (3) Years</td>
<td>N/A</td>
<td>Handmade hats mad by local artists.</td>
</tr>
</tbody>
</table>
PROPOSED RESOLUTION 17-08

Naming of Western Avenue Senior Housing

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 parcel known as PC 1 North ("PC1N") is a much studied parcel in the Market Historic District, has long been considered a core part of Market development, and was historically the site of a municipal market from 1922 to 1974; and,

WHEREAS, the Pike Place Urban Renewal Plan adopted by ordinance by the City of Seattle in 1974 established priority uses for the redevelopment of the PC-1 site, including PC1N, as part of the Market’s core and states that the PC-1 site “…should provide for the development of commercial, residential, and public spaces to complement the existing market activity”; and,

WHEREAS, the MarketFront project represents the fulfillment of these goals including 40 units of low-income housing for seniors on Western Avenue; and,

WHEREAS, the Pike Place Market Neighborhood has a long history of Native Peoples living and working in and around the Market; and,

WHEREAS, the PPMPDA previously adopted Resolution 16-15 on February 25th, 2016 in Recognition of Alex G. Jackson with naming of the Western Avenue Senior Housing; and,

WHEREAS, following extensive dialog in the Native Community there is a desire for a process to identify a name for the housing that more broadly represents the Native Traditions of the Region; and,

WHEREAS, the Chief Seattle Club has been an integral partner with the Market helping develop programs and fostering robust dialog around issues of importance to the Native Community; and,

WHEREAS, the Western Avenue Senior Housing should honor the traditions of Native Peoples in Seattle; and,

NOW, THEREFORE, BE IT RESOLVED by the PPMPDA Council, that the PDA Council requests that the Chief Seattle Club guide a process to solicit community input and present a recommendation to the PDA Council for naming of the MarketFront Western Avenue Senior Housing that honors and respects the Native traditions of the region and that a display be included in the lobby of the housing that shares the story of Alex Jackson along with other members of the urban native community. This recommendation is not binding upon the PDA, the PDA will consider the recommendation and either accept it, adopt it, or reject it.

____________________________________ ______________________________
Gloria Skouge, Secretary/Treasurer                            Date

Date Approved by Council:
For: 
Against: 

Pike Place Market Preservation & Development Authority (PDA) · info@pikeplacemarket.org · pikeplacemarket.org
P: 206.682.7453 · F: 206.625.0646 · 85 Pike Street, Room 500 · Seattle, WA 98101
Monday, March 13th, 2017
4:00p.m. to 6:00p.m.
The Classroom

Committee Members Present: Rico Quirindongo, Colleen Bowman, Betty Halfon, David Ghoddousi, Gloria Skouge, Jim Savitt

Other Council Members Present:

Staff/Consultants Present:

Others Present:
The meeting was called to order at 4:04 p.m. by Rico Quirindongo, Chair.

I. Administration
A. Approval of the Agenda
The agenda was approved by acclamation

B. Approval of the February 13th, 2017 MarketFront Committee meeting minutes
The February 13th, 2017 meeting minutes were approved by acclamation.

II. Announcements and Community Comments
Betty Halfon entered into the meeting at 4:05 p.m.
Jim Savitt entered into the meeting at 4:06 p.m.

Chris Scott handed the Residential Insider to the committee to review.

Howard Aller spoke about the renaming of the Western Avenue Senior Housing and that it is an excellent idea to have the input of the Chief Seattle Club.

III. Key Issues and Discussion Items
A. MarketFront Construction, Schedule & Budget Update
Justine Kim gave an updated presentation of MarketFront Construction. The slides covered the commercial; sidewalk, parking garage entrance, trash room, gas alcove, storefront on Western Avenue, security office, restrooms, HVAC (heating, ventilation, and air conditioning) installation, planters and grain silos, central stairs and L2, Desimone Bridge connection.

Ben Franz-Knight noted the mezzanine level of the MarketFront adds a quirky sense of discovery to the space found in the Market and is a successful example of design by committee.

Rico Quirindongo asked when the guardrails would be installed.
Ben Franz-Knight noted that most guardrails are on site however there need to be railings that will need to be replaced.
Justine Kim stated that there was a concern on the south entrance of the Desimone Bridge because one side of the bridge settled lower than the other, however, it was discovered that there was a dip and that it can be feathered into the design. Instead of 400 tiles being replaced only about 120 tiles will be.

Ben Franz-Knight stated that Temporary Certification of Occupancy (TCO) is looking to be achieved by Friday and given the fire marshal’s schedule that TCO will likely be achieved Monday the 20th. Cars will be able to park in the two lowest levels of the garage by Wednesday or Thursday of next week. The lowest level of the new garage will be geared towards monthly parkers, a topic that will be discussed at the Finance and Asset Management committee meeting this month.

Justine Kim noted that the lower two levels of the new garage will be connected to the Heritage garage, the exit stairs will be all operational, and the upper levels of the garage will be reserved for the contractors to use as a lay down area and storage until they are finished with the plaza.

There was a discussion about the MarketFront plaza and several scheduling components of the project that followed.

Ben Franz-Knight stated that there are two community meetings to discuss how the plaza will be activated, how it will be used for the daystall community for the south side of the pavilion and agreements with the Chief Seattle Club and the University of Washington on the north side.

Colleen Bowman asked who is involved with the community meetings.

Ben Franz-Knight stated that Daystall is leading the community meetings.

There was a discussion about pilot events on the calendar for the new space and security’s preparedness for the garage opening.

Justine Kim handed out and presented an updated budget and estimate at completion forecast on the MarketFront project.

Ben Franz-Knight complimented Justine Kim on managing Sellen and all of the other contractors through to completion and holding lines on the budget. Some of the contingency has already been spent through; commercial TI to several tenants, increased allocations to the Pike Place Market Foundation, decreased the total contribution from the Foundation on the philanthropic side which will need to be balanced out with additional funds, and a commitment to Jarr & Co. for their HVAC. Franz-Knight that himself and Kim have had numerous meetings with Sellen and Miller Hull to address outstanding issues and notes that there is a good chance that additional funding will need to brought in from remaining bond proceeds in the between $500,000 and $800,000.
Justine Kim noted that there are typically permit fees that appear after project completion and that they are expected and noted other anticipated close out fees.

Jim Savitt asked if the additional bond funds is the same thing as saying the project is over budget.

Ben Franz-Knight stated that the other way to look at it is that there are still available sources of funding for completion of this project that have not been utilized. The budget approved in December will need to be increased.

Justine Kim discussed the budget related to scope and contingency.

Jim Savitt asked what the relationship is between numbers on the budget sheet.

Colleen Bowman asked if there were any cash flow issues.

Ben Franz-Knight said there are not any cash flow issues unless some unknown events happens to disrupt the project.

Justine Kim noted that she has asked the contractors to keep a record of fees as well as negotiated a decrease additional services fee with Miller Hull due to a part mix up.

Colleen Bowman asked when the final close out meeting for the full council would be.

Ben Franz-Knight stated that the final close out meeting would be in April or May.

There was a discussion about Sellen that followed.

Rico Quirindongo how does the budget change related to tenant corrections and claims.

Ben Franz-Knight stated that there will be a better picture in the month as the project is finished out and see what if any as built conditions need to be considered.

Rico Quirindongo asked that the bond proceeds at the end of the project that the final allocation of funds that $2 million will be committed.

Ben Franz-Knight noted that John Finke was one of the council members that believed the bonds should be issued at the maximum amount that can be prudently managed with the PDA debt service and that it was the right decision to make and shows in the position the committee is in now.

B. Western Avenue Senior Housing Naming
   Ben Franz-Knight discussed the previous resolution on naming the Western Avenue Senior Housing. After discussion in the Native community it was recognized that it
would be more appropriate to have name that was more broadly representative of the
Native community in Seattle and acknowledging that there needs to be a more formal
naming process.

IV. Action Items and Reports
Proposed Resolution 17-08: Naming of Western Avenue Senior Housing

Ben Franz-Knight introduced the resolution which states that:

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 parcel known as PC 1 North (“PC1N”) is a much studied parcel in the
Market Historic District, has long been considered a core part of the Market development,
and was historically the site of a municipal market from 1922 to 1974; and,

WHEREAS, the Pike Place Urban Renewal Plan adopted by ordinance by the City of
Seattle in 1974 established priority uses for the redevelopment of the PC-1 site, including
PC1N, as part of the Market’s core and states that the PC-1 site “…should provide for the
development of commercial, residential, and public spaces to complement the existing
market activity;” and,

WHEREAS, the MarketFront project represents the fulfillment of these goals including 40
units of low-income housing for seniors on Western Avenue; and,

WHEREAS, the Pike Place Market Neighborhood has a long history of Native Peoples
living and working in and around the Market; and,

WHEREAS, the PPMPDA previously adopted Resolution 16-15 on February 25th, 2016 in
Recognition of Alex G. Jackson with naming of the Western Avenue Senior Housing; and,

WHEREAS, following extensive dialog in the Native Community there is a desire for a
process to identify a name for the housing that more broadly represents the Native
Traditions of the Region; and,

WHEREAS, the Chief Seattle Club has been an integral partner with the Market helping
develop programs and fostering robust dialog around issues of importance to the Native
Community; and,

WHEREAS, the Western Avenue Senior Housing should honor the traditions of Native
Peoples in Seattle, and,
NOW, THEREFORE, BE IT RESOLVED by the PPMPDA Council, that the PDA Council requests that Chief Seattle Club lead a process to solicit community input and present a recommendation to the PDA Council for naming of the MarketFront Western Avenue Senior Housing that honors and respects the Native traditions of the region and that a display be included in the lobby of the housing that shares the story of Alex Jackson along with other members of the urban native community.

Ben Franz-Knight noted that the proposed resolution is one possible avenue for the naming process that continues to recognize the importance of the Native community, which engages Colleen Echohawk and the Chief Seattle Club, in helping guide the identification process for potential housing names. The Preservation Development Authority Council (PDA) will have the authority to approve any names.

David Ghoddousi moved the proposed resolution and Colleen Bowman seconded the motion.

David Ghoddousi noted that he preferred the word “participate” to the word “lead” in the last sentence of the resolution.

Colleen Bowman expressed concerns on who will lead the process and the scheduling since there are three meetings left before the grand opening. Bowman asked when the committee would expect to hear about the process.

Rico Quirindongo noted that he personally did not think the naming has to happen in a certain timeframe but the question about how long the process will be is important.

Betty Halfon asked if there is currently a naming process, if there will be more opportunities to have more naming of things, and who all will be involved since it is a community market for various groups of people.

Ben Franz-Knight noted there is no formal naming process.

There was a discussion about the naming process that followed.

Ben Franz-Knight stated that there are several spaces with generic names and that there are possibilities and opportunities for naming those either through an organic or formal process. As far as a naming process, there are strong cultural differences between what is a process through conversation in the Native community and what the PDA would do in a formal committee process. It will at least involve conversations with regional tribal leaders, members of the Seattle community, several meetings, and a short list of options will be presented to the MarketFront committee and PDA council.

Rico Quirindongo tabled the discussion on changing the word “lead” to “participate” and the discussion on whether to set a schedule on the naming process.
Gloria Skouge suggested to include that the PDA will have the authority to accept or not accept any naming recommendations in the proposed resolution.

Rico Quirindongo discussed adding a friendly amendment on changing the word “lead” to “participate” and the implications both of the words have in context with the naming process. Quirindongo noted his preference to add a sentence at the end of the proposed resolution, as Gloria Skouge suggested, that would say “the PDA reserves the right to approve, accept, or reject any naming opportunity for the building.”

Betty Halfon noted her concern that only one group participates in the naming of the property, however she agreed with the addition of the added sentence.

There was a discussion on why the potential names for the building are coming solely from the Native American community.

David Ghoddousi noted his support of the word “participate” and the added sentence of the PDA having the authority to accept or reject any proposed names.

Jim Savitt noted that the council made a decision to approve a resolution on naming the building around someone or something to do with the Native American community. Savitt noted that it was his understanding that since that decision was made, the committee now has to work towards finding a name that works for the community that the committee has decided to honor. The solution that the proposed resolution proposes is that the committee ask a key group representing that constituency provide a name that the committee can then either accept or reject. If that concept is clear then the proposed resolution as written is fine with him, although he has no problem adding that the PDA has the right to approve.

Savitt believes the word “lead” is the correct word because the Chief Seattle Club would be leading the process. He noted that the committee could vote the resolution down because of the committee no longer wants to proceed with a Native American name if they chose to do so. He also noted that if the committee does not want the Chief Seattle Club to lead the process that brings the question of who is leading the process and what the process is.

David Ghoddousi stated that he believes the word “lead” is giving responsibility to someone else.

Colleen Bowman suggested the “guide” instead of “lead”.

Rico Quirindongo discussed the reason behind the previous naming of the building and what the committee should consider going forward. A process is allowed to be engaged. Can approve or disapprove any recommendation given. “Lead” vs “participate” there is no PDA process for naming, there is no way to know what that engagement would look like, and there are other areas of focus that could be diminished if the PDA creates a naming process. Quirindongo noted that even if the proposed resolution is passed with no language changed that the committee does not have to name the building a Native American community.
American name, it is just allowing a process to be engaged. There is no process for naming a building and does not feel qualified to establish a process for naming and is not interested in engaging the community in a process for naming the building. He believes that there are other things that will take up the committee’s time and that engaging in a naming process for a building will pull resources and distract from other aspects of the project.

There was a discussion about the creation of a naming process that followed and the naming of spaces in the project and the project itself.

Rico Quirindongo noted to include a sentence to the resolution which would state that “the PDA council reserves the right to approve, accept, or reject proposed naming for the building” as a friendly amendment.

Jim Savitt noted that the friendly amendment Rico noted would state that “This recommendation is not binding upon the PDA, the PDA will consider the recommendation and either accept it, adopt it, or reject it.”

David Ghoddousi and Colleen Bowman accepted Proposed Resolution 17-08 as amended.

David Ghoddousi proposed a second friendly amendment which would change the word “lead” to “guide” in the last sentence of the proposed resolution.

There was a conversation about the two friendly amendments that followed.

Gloria Skouge noted that she does not have a problem with the word “lead” in the context of the proposed resolution.

Rico Quirindongo stated that he believes the word “guide” works in place of “lead”.

Gloria Skouge proposed a substitute motion to change the word “guide” back to “lead” and Jim Savitt seconded the motion.

The committee voted on Proposed Resolution 17-08 as amended with the word “guide” in the last sentence of the resolution changed back to “lead”.

For: Jim Savitt, Gloria Skouge, and Rico Quirindongo
Abstained: 0
Against: David Ghoddousi, Betty Halfon, and Colleen Bowman

Proposed Resolution 17-08 failed as amended.

The committee voted on Proposed Resolution 17-08 as amended with the word “lead” in the last sentence of the resolution changed to “guide”.

For: Jim Savitt, David Ghoddousi, Rico Quirindongo, Betty Halfon, and Gloria Skouge
Abstained: 0
Against: Betty Halfon

Proposed Resolution 17-08 passed as revised by the pursuant friendly amendments for the last sentence to state, “This recommendation is not binding upon the PDA, the PDA will consider the recommendation and either accept it, adopt it, or reject it” and the changing of the word “lead” to “guide”.

V. Items for the Consent Agenda
None

VI. Public Comment
Chris Scott noted that he believes that there is a role for the Pike Place PDA Constituency to play in the naming process in at least providing a public forum for people in the community to discuss the naming. The council would have the final say in the naming process.

Bob Messina would like to use locational naming for several spaces in the MarketFront. Messina noted that he believes that it is important to formally name the spaces in case of an incident, the location can be easily identified. The spaces do not necessarily have to be named after someone but they need to be named.

Howard Aller stated “can of worms”.

VII. Concerns of Committee Members
David Ghoddousi noted there should be some kind of name for the plaza by the time the mayor comes.

Ben Franz-Knight noted that the naming of spaces is part of an intersection of a discussion to be had at both MarketFront and Market Programs.

Betty Halfon noted that all of the spaces discussed, they do not have to be named after a person, as it can be a generic name.

Colleen Bowman noted that MarketFront as a working title should be formalized and that the naming of the commercial hall should happening before opening. The name can be location oriented so that the space can be explained. All the small spaces can be named at a later date.

There was a discussion about the official project name that followed.

VIII. Adjournment
The meeting was adjourned at 5:19 p.m. by Rico Quirindongo, Chair

Meeting minutes submitted by:
Aliya Lewis, Executive Administrator
Market Programs Committee Meeting Minutes

Pike Place Market Preservation and Development Authority (PDA)
Tuesday, March 14th, 2017
4:00 p.m. to 6:00 p.m.
The Classroom

Committee Members Present: Betty Halfon, Patrice Barrentine, Gloria Skouge, Ann Magnano, David Ghoddousi, and Colleen Bowman

Other Council Members Present:

Staff Present: Emily Crawford, Ben Franz-Knight, Aliya Lewis, Scott Davies, Justin Huguet, Dianna Goodsell, David Dickinson, Randy Stegmeier

Others Present: Chris Scott, Howard Aller, Frank Coble

The meeting was called to order at 4:00 p.m. by Betty Halfon, Chair.

I. Administration
   A. Approval of the Agenda
      The agenda was approved by acclamation.
   B. Approval of the February 14th, 2017 Market Programs Committee Meeting Minutes
      The February 14th, 2017 Minutes was approved by acclamation.

II. Announcements and Community Comments
    Patrice Barrentine entered into the meeting at 4:01 p.m.
    Colleen Bowman entered into the meeting at 4:01 p.m.

III. Programs and Marketing Director's Report
    Emily Crawford highlighted media clips that featured the Market and the MarketFront, an update on the MarketFront media day and the sales of Market Charms and Hoofprints due to the deadline push put out in the media. Crawford noted the 20th Daffodil Day will happen on March 20th, Dianna Goodsell and Scott Davies are working on a newspaper and education 8 page insert, and naming opportunities for the MarketFront.

    Ben Franz-Knight noted what was discussed at the MarketFront meeting regarding the naming of several spaces within the MarketFront. Franz-Knight stated that next month Emily Crawford and her team will come back to the committee and present some name options.

    Emily Crawford gave an update on Farm and the new farmers market located at the Regrade, and new signage for the farmers markets. Crawford noted that Justin Huguet
and the design team are working on a new truck for the farm truck. She presented a new poster for the Evening Farmers Market and a general poster for all Pike Place Market farmers markets.

David Ghoddousi had a comment on the description of the location of the Evening Farmers Market on the poster.

Ann Magnano asked if the MarketFront project would be called Pike Place Market or MarketFront. Magnano noted that she would like it to be called Pike Place market. She also brought up the issue Joan Paulson expressed about the word “plaza”.

IV. Reports and Discussion Items
A. Daystall Rules and Review Proposed Rule Changes
David Dickinson handed out two documents regarding the Daystall Rules and Review Proposed Rule Changes. Dickinson presented the handouts. He noted the inclusion of tour permits and a change in table rates.

Ben Franz-Knight noted John Turnbull’s analysis of attendance that reflects in the table rates.

David Dickinson noted sabbaticals and exit leave, muted tubas, and the commercial tour guides.

Ben Franz-Knight stated that at the Finance and Asset Management meeting there will be draft licenses and guidelines on commercial tour guides.

Colleen Bowman noted that the last time there was feedback from the tour guides that it was all positive.

David Dickinson noted that if the committee has any recommendations from the committee would be worked on and then the revisions would be presented to the full council at the end of the month.

Patrice Barrentine noted a difference of language used in tour guide piece and typos in the rule change packet.

B. Proposed Media Plan MarketFront Campaign
Emily Crawford gave a presentation on proposed media plans.

A summary of the presentation is included below:

2017 Planning Parameters
• Objectives
  o Create excitement and build awareness of the new MarketFront
  o Drive visits to the new MarketFront
  o Build awareness of Pike Place Market’s 110th Anniversary
• Targets
  o Seattle locals
  o “New locals” (i.e. Amazon transplants who haven’t explored the city beyond SLU)
  o Shoppers who care about buying local, sustainability and community

• Timing
  o MarketFront: Late May – End of June
  o 110th Anniversary: Late July – August

• Geography
  o Primary: Seattle
  o Secondary: Additional concentration in the following areas
    ▪ Downtown (Belltown/Lower Queen Anne; South Lake Union; First Hill; Capitol Hill)

• Working Media budget
  o $65,000

2017 Media Strategy
• Strategy
  o drive broad market reach, interest and attendance
  o Focus on cost efficiency to extend budget

• Recommendation
  o Utilize awareness building media such as NPR, Print and OOH to build excitement around the MarketFront opening and 110th Anniversary.
  o Drive traffic to visit the MarketFront through more timely response media such as social and geo-fenced digital.
  o Negotiate packages with best possible value and added-value; reduce hard costs as much as possible with media partners.

2017 Media Mix
• Radio: seek high engagement opportunities to build awareness and drive traffic
• OOH: create buzz through a transit partnership while maximizing exposure to build awareness throughout the market
• Print: inspire people to visit the new MarketFront through sharing the Pike Place MarketFront story in trusted publications
• Digital: implement geo-fencing to strategic locations to reach people while they are shopping downtown or in key locations
• Social: engage consumers in conversation while that are receptive to messaging and seeking information

Tactical Overview: KNKX-FM (NPR)
The Seattle region boasts the largest public radio audience in the country, per capita, which makes public radio a disproportionally influential media avenue in our market.

Listeners of KNKS have a strong psychographic alignment with the core Pike Place shopper.

NPR offers a low clutter environment for sponsors, allowing their messages to stand out to listeners.

Timing: 9 weeks
Schedule: 22 spots/week

**Tactical Overview: OOH Transit**

- Link Light Rail trains travel on routes inside and along the busiest corridors within the city, reaching both pedestrians and vehicles.
- Recommended Units: Partial Wild Train Wrap.
- Timing: June (4 weeks)
- Delivery: 1,364,000 total impressions

**Tactical Overview: Print**

- Focus on key publications that have high reader engagement and have editorial aligning with Pike Place Market’s values.
- Publications: Northwest Travel & Life, Seattle Magazine.

**Tactical Overview: Digital**

- Utilize hyperlocal geo-fencing to reach mobile consumers when they are within a specific radius of key locations.
- Timing: 5 weeks
- Estimated Impressions: 400,000

**Tactical Overview: Paid Social**

- Capture hand raisers through social media and amplify message through engagements (likes, comments, shares).
- Units: desktop & mobile newsfeed & Instagram.
- Targets: current PPM Fans, Buy local, Express Market, Location-based.
- Timing
  - MarketFront: 8 weeks
  - 110th Anniversary: 6 weeks

**Social Targeting Details**

- With the allotted budget we can reach up to 56k people/day on Facebook and up to 25k people/day on Instagram.

**Budget Summary**

- Negotiated almost 50% in media value through discounts and bonus space for the 2017 plan.
Considered, Not Recommended

- Traditional Radio/Traffic Radio
- KUOW-FM (NPR)
- Local Newspapers (Seattle Times, The Stranger, Seattle Weekly)
- Seattle Metropolitan
- Ferry advertising
- Wild postings

Ann Magnano asked if downtown residents in the new condos are included in one of the groups targeted.

There was a discussion on not using Amazon as the main example to represent all transplant companies/organizations/businesses in the presentation.

David Ghoddousi noted a documentary that PBS made for the Market during the 100th anniversary and noted it might be a good idea to play that video during the 110th anniversary.

There was a discussion on the documentary that followed.

Ben Franz-Knight asked for clarity for the committee on what geo-fencing is.

Emily Crawford stated that potential visitors can be targeted within a mile of the Market and noted that geo-fencing will also come into play at Whole Foods.

There was a discussion on geo-fencing that followed.

Patrice Barrentine noted the new light rail station south of the airport.

Emily Crawford stated that with the light rail, advertising will reach neighborhoods outside of the normal targeting range.

There was a discussion on Sound Transit advertising that followed.

Betty Halfon noted that the Pike Place Market guide and the MarketFront guide should be one guide instead of two separate guides.

There was a discussion how to incorporate the MarketFront under the Pike Place Market umbrella.

Patrice Barrentine suggested matching the colors on guide to the campaign ads as well as adding photos of the space.

Ann Magnano stated that the name MarketFront sounds like a meeting and that she would prefer to call it the Expanded Pike Place Market.
There was a discussion about the naming of the MarketFront project as a whole that several buildings in the Market have their own names.

Patrice Barrentine commented on the difference in the number of impressions between all the advertising mediums.

There was a discussion on the shelf life of current advertisement mediums and other potential avenues for advertising and the Pike Place Market website.

Patrice Barrentine suggested for the NPR ads to tell visitors to use the trains to reach the Market.

C. Advertising Campaign Update
Emily Crawford presented updated campaign advertisements noting word changes, potential use for each ad and color palette change.

Betty Halfon noted an area of concern on the ad that says “New Plaza” and to be careful on if it will be called the plaza or pavilion.

There was a discussion on the wording on the ad and what is being addressed in the ad.

Emily Crawford noted that the “holy mackerel” and “blustering biscuits” design lends itself well for buttons or t-shirts for volunteers to wear.

There was a discussion about buttons and t-shirts promotion for the MarketFront.

Patrice Barrentine noted that she liked the repeated ad design in the presentation.

V. Action Items
None

VI. Resolutions to be added to Consent Agenda
None

VII. Public Comment
Chris Scott suggested providing a hyperlink to the Market documentary on the PBS website. Scott stated that creating an iconic landmark using an old fashion street clock at the MarketFront, similar to the one on 4th and at MOHAI. He asked if the ads would appear on the online version of the magazines to which Emily Crawford stated that they would.

Frank Coble noted that he believes the appeals process is too short and remarked on the professional makeup of the council.

Howard Aller stated his belief that the idea of attracting more people off the cruise ships is appalling. Aller suggested spending money to attract local people instead of cruise ship people, adding that a rumor should be started that the Market eats cruise ship people,
throw them instead of fish, and cook them in the first Starbucks to deter people coming off of cruise ships.

VIII. Concerns of Committee Members
None

IX. Adjournment
The meeting was adjourned at 5:42 p.m. by Betty Halfon, Chair

Meeting minutes submitted by:
Aliya Lewis, Executive Administrator
Tuesday, March 21st, 2017  
4:00 p.m. to 6:00 p.m.  
Classroom

Committee Members Present: Gloria Skouge, Ray Ishii, Patrice Barrentine, Jim Savitt, David Ghoddousi, John Finke, Betty Halfon, Ann Magnano

Other Council Members Present: Colleen Bowman

Staff/Consultants Present: Ben Franz-Knight, Matt Holland, Jay Schalow, Bob Beckstrom

Others Present: Chris Scott, Howard Aller, Joan Paulson, Terry Rice, Angela Shen

The meeting was called to order at 4:04 p.m. by Gloria Skouge, Chair.

I. Administration  
A. Approval of the Agenda  
   The agenda was approved by acclamation.

B. Approval of the Finance & Asset Management Committee November 8th, 2016 Meeting Minutes  
   The November 8th, 2016 meeting minutes were approved by acclamation.

C. Approval of the Finance & Asset Management Committee December 13th, 2016 Meeting Minutes  
   The December 13th, 2016 meeting minutes were approved by acclamation.

D. Approval of the Finance & Asset Management Committee February 21st, 2017 meeting minutes.
   David Ghoddousi stated that he would like the minutes to show that he stepped out of the room during closed session.

   The February 21st, 2017 meeting minutes were approved by acclamation as amended.

II. Announcements and Community Comments  
Joan Paulson stated that there should be a conflict resolution clause in the tour license agreement proposal so that people will not be so quick to involve an attorney noting that perhaps Jim Savitt could give recommendations.

III. Reports & Discussion Items  
A. Review of the Final Financial Statements for February 2017
Sabina Proto, the Director of Finance, presented a review of the Financial Statements for February 2017. Proto discussed the PDA Balance Sheet with the committee. She reported that there was an increase from the prior month under Current Assets. Designated Cash showed a decrease due to spending on MarketFront project construction. Restricted Cash had reported an increase due to the Sellen retainage and debt service contribution. There were two impacts to the Fixed Assets which included an increase from capital spending in Capital Projects and in the MarketFront project. Currently Liabilities had a slight increase in Accounts Payable related to the MarketFront construction payments. Long Term Debt decreased due to payment on a 2009 PDA bond. The Current Year Operating Result is $335,177. Accounts Receivable increased from the prior month.

Under the PDA Operating Statement, the Total Revenue for the end of February was $2,771,504 or over budget by $9,319. The Total Operating Expense year-to-date was $2,130,607 or under budget by $230,977. The Net Operating Result for the end of February was $640,897 or $240,296 over budget.

Sabina Proto reported on the footnotes on the Operating Statement. She noted the following revenue related items: Commercial Revenue was over budget by $67,760 due in part to base and percentage rent while under budget in Direct Utilities. Residential Revenue was over budget by $7,992. Daystall Revenue was under budget in Daily Crafts and in Daily Farm due to bad weather. Lastly, it was reported that Surface Revenue was under budget by $5,671, Garage Revenue was under budget by $86,780, Events Revenue was over budget by $16,079, Miscellaneous Revenue was over budget, Operating Expenses overall were under budget, Percent Rent was $63,781 over budget and the balance of the Capital Replacement Reserve is $9.4 million for the end of February 2017.

Ben Franz-Knight stated that on March 1st short term parking in the garage was increased by $1 due to the discontinuation of the $1 subsidy from the state. He noted that there were a number of impacts, particularly weather and protests that affected the garage.

Ann Magnano noted the difficulty of getting into the garage due to construction.

Betty Halfon commented that she noticed that revenue is up across the board except for Daystall and that the garage is down and wanted to make sure that that is not a trend.

Ben Franz-Knight stated that several merchants did well in January/February and that traffic was slow in the Market during those months.

David Ghoddousi noted that after demonstrators come to the Market to eat instead of shopping when the demonstrations are over and that will shape revenue.

Ben Franz-Knight noted that the Soames-Dunn courtyard project will not be addressed until 2018 when the Pike Place Market Preservation and Development Authority (PDA) will have full collaboration with the Seattle Department of Transportation (SDOT).

I. Checking Account Activity Report
The Checking Account Activity Report for the month of March 2017 was handed to Aliya Lewis, Executive Administrator.

II. LaSalle Audit
John Finke asked if there was no extended compliance period from the city, county, or state.

There was a discussion about the compliance period that followed.

B. Commercial Tour Licensing Guidelines
Ben Franz-Knight presented the commercial tour licensing guidelines noting the process that will occur should the committee find the form and guidelines acceptable. Franz-Knight talked about Exhibit C of the guidelines which covers; purpose, requesting an application, summary of application requirements, conditions for approval of a tour operator’s license, determination of customer surcharge, operator license – annual, operator license – multi-year or special conditions, promotional considerations, termination of license, tour guide permit requirement and failure to have a permit.

Ben Franz-Knight noted that the intent at the meeting is to introduce the guidelines to form and receive feedback from the committee and community and come back next month to Finance and Asset Management with a final recommendation.

Betty Halfon asked who would be handling the paperwork on determination of the customer surcharge and what it would look like.

Ben Franz-Knight stated that it would be handled administratively and would be an area where the PDA has the ability to negotiate with each individual operator on the surcharge.

David Ghoddousi asked if the PDA had worked with any tour businesses to help organize the document.

Ben Franz-Knight noted that there was some feedback but has not had the opportunity to sit down and talk to each of the operators about this particular draft but there were many discussion on it in the fall.

John Finke asked what the appeal process is for license revocation.

Ben Franz-Knight noted that the document presented does not contemplate an appeal process but that it is something that could be added.

Jim Savitt stated that it was his understanding of the guidelines. Savitt noted several areas of the document that he believes are miswritten.

There was a discussion about the wording and sentence structure of the guidelines.

Colleen Bowman asked how the tour groups will work with the Daystall rules.
Ben Franz-Knight noted that under the Daystall rules each tour guide would have access to the appeals process the tour operators would not. He stated that it could be further clarified.

Betty Halfon asked how permits should be displayed.

There was a discussion about the guidelines that followed.

Ben Franz-Knight stated that there will be an ad hoc meeting will be scheduled in advance of next month’s Finance and Asset Management committee meeting.

IV. Action Items

Bob Beckstrom presented proposed resolution 17-09 which states that:

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, in order to maintain the viability of the Pike Place Market buildings the PPMPDA has determined that both Upper and Lower Pine Roofs are at the end of their useful life cycle, and are on the “30 Year Capital Needs Assessment” for replacement

WHEREAS, the PPMPDA has executed a bid process to replace both upper and lower Pine Roofs

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into a contract with NW Roofing Solutions LLC. In an amount not to exceed $150,359.42 for the purpose of replacing both roofs

The funds for this project will be drawn from the Capital Projects COMPIN GL 163820-00.

David Ghoddousi moved the proposed resolution and Patrice Barrentine seconded the motion.

David Ghoddousi asked when the last time the roof was put on.

Bob Beckstrom stated that as far as he could tell they were the original roof.
Ray Ishii asked how many bids the project had.

Bob Beckstrom noted that five bids were solicited and he received four.

For: Gloria Skouge, Ray Ishii, Ann Magnano, Jim Savitt, David Ghoddousi, Patrice Barrentine, and Betty Halfon
Against: 0
Abstain: John Finke

Proposed Resolution 17-09: Authorization for Contract Authority – Replace Upper and Lower Pine Roofs passed with a vote of 7-0-1

B. Resolution 17-10: Authorization for Contract Authority – Replace Lower LaSalle Roof

Bob Beckstrom presented proposed resolution 17-10 which states that:

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, in order to maintain the viability of the Pike Place Market buildings the PPMPDA has determined that Lower LaSalle Roof is at the end of its useful life cycle, and is on the “30 Year Capital Needs Assessment” for replacement

WHEREAS, the PPMPDA has executed a bid process to replace the Lower LaSalle Roof

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into a contract with Mono Rooftop Solutions in an amount not to exceed $35,510 for the purpose of replacing the roof

The funds for this project will be drawn from the Capital Projects COMLAS GL 163658-00.

Ann Magnano moved the proposed resolution and Betty Halfon seconded the motion.

David Ghoddousi noted that he did not remember the rooftop company.

Bob Beckstrom stated that they have done work for the Market before.

There was a discussion about the roofing company and how large the roof is that followed.
For: Gloria Skouge, Ray Ishii, Ann Magnano, Patrice Barrentine, Jim Savitt, David Ghoddousi, and Betty Halfon
Against: 0
Abstain: John Finke


C. Resolution 17-12: MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation

Ben Franz-Knight presented the resolution which states that:

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, among other things, preservation and rehabilitation of the structures and open spaces in the Market Historic District; and,

WHEREAS, in order to maintain the viability of the Pike Place Market and the PPMPDA has undertaken an effort to identify and address the issues and opportunities related to the design of the Central Waterfront and the development of parcels adjacent to the Market including PC-1N that may directly affect the future of the Market; and,

WHEREAS, the PPMPDA in cooperation with the Pike Place Market Foundation (Foundation) secured State Grants to fund portions of the MarketFront project including the Neighborhood Center; and,

WHEREAS, consistent with the project budget included in the State Grand and reflected in Exhibit A of the Development Agreement the Foundation has agreed to reimburse the PDA for $485,000 of the total MarketFront Project Neighborhood Center Component Project Cost; and,

NOW, THEREFORE, BE IT RESOLVED that the PPMPDA Council authorizes the PPMPDA Executive Director or his designee to enter into the attached Development Agreement subject to final review by PPMPDA General Counsel.

The funds for this project will be drawn from 110635-00.

David Ghoddousi moved the proposed resolution and Patrice Barrentine seconded the motion.

John Finke asked if the Pike Place Market Foundation (Foundation) is agreement with the document.

Ben Franz-Knight took a while for the Foundation to get back to the PDA and confirm their acceptance of it.
Jim Savitt asked what the development agreement is.

Ben Franz-Knight stated that agreement says that the Foundation is engaging the PDA as the primary developer for the project and, are consenting to the existing contracts between the PDA has will Sellen and architects, they have approved the scope, budget, and final product that will be delivered. There is a separate lease agreement with the Foundation that will be discussed during closed session. The Foundation acknowledges that they will reimburse the PDA the amount consistent with the budget which is $485,000.

There was a discussion about the details of the development agreement that followed.

Betty Halfon asked for clarity on where the funds that the Foundation will use is coming from.

Ben Franz-Knight stated that the Foundation has secured a grant that utilizes the PDA construction costs as leverage for the grant. The only way for the grant and construction costs to be tied together is through a development agreement between the PDA and Foundation because the PDA is not mentioned in the legislation for the grant.

There was a discussion on the state grant and the development agreement that followed.

Jim Savitt stated the he does not believe the development agreement is the correct agreement that the PDA and Foundation should have.

Betty Halfon clarified that Jim Savitt suggested the legal language in the agreement be changed.

John Finke stated that he believed the agreement should say that both parties acknowledge that the work has been completed.

Ben Franz-Knight noted that there is a time pressure on the development agreement and suggested moving proposed resolution to the full PDA council to vote on at the end of the month.

There was a discussion on that followed.

David Ghoddousi asked how long the life of the grant.

Ben Franz-Knight stated that the compliance period of the grant is 10 years.

Colleen Bowman asked if the state grant has a more formalized name.

Ben Franz-Knight and Sabina Proto noted that there is a specific number attached to the grant.
David Ghoddousi and Patrice Barrentine withdrew their motions for proposed resolution 17-12.

Proposed Resolution **17-12**: MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation will be added to the PDA council March 30th agenda.

V. **Property Management**

A. Residential Property Management Report

Ben Franz-Knight presented the residential report.

A summary of the report is included below:

- Overall occupancy rate: 98%
- Vacancy will increase in March with some transfers to new building and move outs for other reasons. Vacancy report will include new building WASH beginning in April

**Western Avenue Senior Housing**

- 26 tenants certified and will move in by March 30. Approximately 12 from homeless situations
- Market Foundation is helping direct donations of other household items to residents in need.

**La Salle and Market House**

- Scheduled for new roofs
- Rent adjustments approved by HUD for Section 8 rents

**Stewart House**

- New pest control regime is in process and should make improvements in effectiveness of bed bug prevention
- 9 vacancies by end of March
- Schedule outside painting for later this year

**Residential Staffing**

- Longtime assistant in Livingston Baker – Cheryl Smith retired February 28th

**Other Matters**

- HUD billing software (TRACS) will require major conversion this summer
- Elsie active with affordable housing groups, we will assist with drafting of model house rules for WA affordable housing, participate in housing industry commentary on new Seattle housing regulation proposals.
- HUD rent subsidies will be dependent on continuing budget resolution.
- Emergency preparedness & training UPDATES TO BE SCHEDULED

**Event Spaces Report**
• Generally good business with bookings schedule through the year
• Several new chefs have started cooking series in the Kitchen
• Events staff assigned to scheduling for MarketFront Plaza
• 2017 rates in effect

VI. Public Comment
Angela Shen stated that she wanted to thank Ben Franz-Knight, John Turnbull, and the PDA council for all the work done for tour operations and regulations in the Market. Shen noted that she and other tour groups are excited to be a part of the Market community and appreciate the support for small businesses.

VII. Closed Session
The Committee Chair stated that the committee would go into closed session at 5:30 p.m. to discuss the property management report and return into open session at approximately 5:45 p.m.

The committee entered into closed session at 5:11 p.m.

I. Property Management Report - Closed Session (RCW 42.30.110[c])

II. Review of Lease Proposals
Lease Renewal – Chin Music Press, 1501 Pike Place #329
Lease Renewal – Mick’s Peppourri, 1531 Pike Place
Lease Renewal – 1520 Western Ave
Lease Renewal – 81 Pike Street
Lease Renewal – 76 Pike Street #4
New Lease – Neighborhood Center

III. Review of Delinquency Report
a. Vacancy Report
b. Current Lease Negotiations

The committee entered into open session at 6:13 p.m.

The committee discussed the property management report which included the delinquency and vacancy report along with the current commercial lease negotiations during the closed session.

VIII. Open Session

A. Resolution 17-11: Lease Proposals – March 2017

Matt Holland introduced the lease proposals which included the following businesses:

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Term</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chin Music Press</td>
<td>Five (5) Years</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>Bruce Rutledge &amp; Yuko Enomoto</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Mick’s Peppourri  Five (5) Years  March 1, 2017
Tad Mick

Paper Feather  Two (2) Years  April 1, 2017
Jennifer & Paul Culling

Place Pigalle  Ten (10) Years  April 1, 2017
Montmartre, Inc.

Seattle Hats  Three (3) Years  March 1, 2017
Me & Mom’s Hats, Inc.

Betty Halfon moved the proposed resolution and Jim Savitt seconded the motion.

For: Gloria Skouge, Ray Ishii, Ann Magnano, Jim Savitt, David Ghoddousi, and Betty Halfon
Against: 0
Abstain: Patrice Barrentine, John Finke


IX. Resolutions to be added to the Consent Agenda
Proposed Resolution 17-10: Authorization for Contract Authority – Replace Lower LaSalle Roof
Proposed Resolution 17-11: Lease Proposals – March 2017

X. Concerns of Committee Members
None.

XI. Adjournment
The meeting was adjourned at 6:15 p.m. by Gloria Skouge, Chair

Meeting minutes submitted by:
Aliya Lewis, Executive Administrator
Wednesday, March 22nd, 2017
4:30 p.m. to 5:45 p.m.
Goodwin Library

Committee Members Present: Matt Hanna, Betty Halfon, Gloria Skouge, Rico Quirindongo, David Ghoddousi, Ray Ishii

Other Council Members Present:

Staff Present: Ben Franz-Knight, Aliya Lewis

Others Present: Joan Paulson, Howard Aller, Jerry Baroh

The meeting was called to order at 4:35 p.m. by Matt Hanna, Chair.

I. Administration
   A. Approval of the Agenda
      The agenda was approved by Acclamation

   B. Approval of the February 15th, 2017 Executive Committee Meeting Minutes
      The February 15th, 2017 Executive Committee Meeting Minutes were approved by Acclamation.

II. Announcements and Community Comments
   Rico Quirindongo entered into the meeting at 4:44pm.

III. Council Chair’s Report
   Matt Hanna noted a meeting regarding the waterfront which culminated with a commitment to do two things. The first is for marketing efforts to have a coordinated message around the waterfront, in particular the culmination of Bertha’s activities as well as the completion of numerous costly elements of the waterfront. The second being to keep in mind the priority the waterfront will get in light of competing priorities such as the mayor’s commitment to the new homelessness initiative.

   Matt Hanna noted that he has started discussions with Ben Franz-Knight, Jim Savitt, and John Finke about the relationship between the Pike Place Market Preservation and Development Authority (PDA) and the Pike Place Market Foundation (Foundation). More information will be provided at the full council meeting this month. Hanna noted that the MarketFront project has increased the footprint profile of the Foundation and how that relates to the PDA is an important conversation to have.
Hanna stated that an ad hoc committee meeting has been scheduled for council nominations and that he and Ben Franz-Knight have been working on a list of candidates to replace John Finke and Ann Magnano. Hanna noted that John Finke has a particular skill set that will be a challenge to replace.

Betty Halfon asked if there was any discussion about the streetcar in the meetings that Matt Hanna has had.

Matt Hanna noted that the streetcar was not discussed much during those meetings.

Ben Franz-Knight stated that the planning effort for the streetcar is moving forward however, here is some uncertainty about the status of the federal grant. There is concern that the funding will no longer be available under the president’s proposed budget cuts. He noted significant progress is being made with the Market community conversations and other conversations around maintaining delivery access on 1st Avenue. The main feedback received is that the left turn onto Pike Place heading north bound needs to be maintained. The Seattle Department of Transportation (SDOT) has expressed a willingness to ensure that the left turn is maintained in the design. A community meeting will be scheduled within the next few weeks.

David Ghoddousi stated that it is important follow up on the streetcar because it is coming and will be scheduling a tour with Ben Franz-Knight on where changes will be made.

Ray Ishii stated that he believed there were a time pressure in relation to the development agreement with the Foundation.

Ben Franz-Knight stated that he is working on the development agreement with requested changes so that the council can vote on the proposed resolution at the council meeting next week. There is a current lease agreement that has been approved by council and in a short term default scenario the PDA could enter into. As long as the development agreement is approved by the end of the month the PDA should be okay. The main pressure is that the state grand requires all invoices to be no more than 60 days old.

### IV. Committee Chair’s Report

#### A. Finance and Asset Management

Gloria Skouge noted that the meeting was long and that she was unaware that John Finke was no longer on the committee.

Matt Hanna stated that John Finke is still technically a member and to show his vote as an abstention on all voting material.

Gloria Skouge went over the approval of past Finance and Asset Management meeting minutes, Sabina’s report on financials, the LaSalle audit for 2016, and the discussion on commercial tour licensing guidelines. Skouge noted that several changes were recommended and that Ben Franz-Knight will meet with the tour operators before the

Matt Hanna noted that John Finke’s vote should be recorded as an abstention for those proposed resolutions.

Gloria Skouge stated that Proposed Resolution 17-12: MarketFront Project (PC1N) Neighborhood Center – Development Agreement with Market Foundation will go before full council for review.

Matt Hanna stated that the discussion around proposed resolution 17-12 reflects the need for some of the conversations that will be had with the Foundation and their relationship with the PDA.

Ray Ishii asked if it was possible to not schedule rooms that have meetings back to back.

There was a discussion about room scheduling that followed.

Matt Hanna stated that there will be an effort to inform the Pike Place Market Constituency (Constituency) ahead of anticipated or probable delays.

There was a conversation about the unusualness of the length of the meeting and consideration of the Constituency’s schedule.

B. Market Programs

Betty Halfon reported on the Market Programs meeting noting that Emily Crawford reviewed the MarketFront project and 110th anniversary budget, Merlino advertising proposals, a new decal wrap on the truck, and David Dickinson’s presentation on Daystall Rules and Reviews. Halfon noted that there was a difficult person in attendance and requested that security be present throughout the meeting and for a time after the meeting ends.

Ben Franz-Knight noted that there will be a resolution for Daystall rules at the council meeting and that there are no big shifts however, there will be an addition of a definition and rules around tour guides specifically which is in tandem with the licensing framework for tour companies.

There was a discussion about the rules and procedures for tour guides and tour companies and how they will be expressed in the Daystall rules and PDA governance.

Betty Halfon noted that Angela Shen and Terry Rice of Savor Seattle were in attendance and that Angela Shen’s comments on the tour guidelines was positive.
David Ghoddousi noted that geo-fencing was discussed during the Market Programs meeting.

There was a discussion about geo-fencing that followed.

C. MarketFront
Rico Quirindongo noted that the discussion at MarketFront was mainly on Proposed Resolution 17-08: Naming of Western Avenue Senior Housing. It was noted that the PDA does not have a process for naming anything and without one it’s difficult to establish what it should be. There was a concern raised around engaging the Native community in the naming process and the need for the council to explicitly state it has the authority to turn down any name proposals in the proposed resolution. Some language in the resolution was changed and it passed but it will not be on the consent agenda for full council.

Matt Hanna asked if the resolution is intended to set up a framework for doing the naming but not the naming itself.

Rico Quirindongo stated that the PDA would be handing over the naming process to Colleen Echohawk to engage the Native community in a process by which they come back to the PDA with any name suggestion with which the PDA has the power to approve or reject the suggestions.

There was a conversation about Proposed Resolution 17-08: Naming of Western Avenue Senior Housing that followed.

Ben Franz-Knight noted that some time was spent during the MarketFront meeting going over the schedule and budget for the MarketFront project.

V. Executive Director’s Report
Ben Franz-Knight noted construction progress including; prepared to open the first 2 ½ levels of parking when needed, west side of the sidewalk is open, pending permit approvals and pouring of seat steps on the pavilion. The first week of April tenants can move into the commercial space and start tenant improvements. Franz-Knight noted that he was careful in keeping the team that is building the MarketFront and the team that will operate it separate to ensure completion of the project. There was an in-depth meeting and site tour earlier in the week with staff involved in MarketFront operations to ensure successful operation and assumptions made in the fall.

Franz-Knight noted a handful areas that will need to be adjusted in the budget. The first being window cleaning, noting that the facilities budget for window cleaning is not sufficient and that a graffiti coating needs to be applied to the windows will add to the budget as well. The next budget adjustment will be a result of requested items such as a scissor lift which will be used to clean and access lighting, HVAC (heating, ventilation and air conditioning) and equipment in the commercial hall on a routine basis. A second requested item is a ride-on wet/dry vac to be used primarily in the garage.
Ben Franz-Knight stated that over 22 residents, about a dozen of which were homeless, have moved into Western Avenue Senior Housing (WASH) and were provided welcome kits with the help of the Foundation. Pink Door renovation is moving along on schedule however, there will be a resolution next month for emergency procurement to do the infill work. The Pink Door is scheduled to open at the end of April. Monday was Daffodil Day which received great press coverage as well as bringing happiness to the downtown community.

Rico Quirindongo asked about the need for the wet/dry shop vac and draining issues.

Ben Franz-Knight stated that there are a couple areas that may have to be addressed.

Howard Aller asked Ben Franz-Knight if there was any progress on making the Pink Door handicap accessible.

Ben Franz-Knight noted that several options have been looked at and that he would be willing to discuss those options with Howard Aller.

VI. Public Comment
Joan Paulson stated that there are several types of scissor lifts noting that the more flexible they are, the more usability they have. Paulson pointed out that the interior of the Economy Building needs to be cleaned and that can be done effectively with a scissor life. The dust build up in the building is a potential food risk. She also noted a point she has brought up in the past as well as recent meetings about the need for clarification on conflict resolution in the tour guidelines. Paulson commented on the need for updated agendas to be posted on the PDA website.

VII. Concerns of Committee Members
None.

IX. Adjournment
The meeting was adjourned at 5:24 p.m. by Matt Hanna, Chair.

Meeting minutes submitted by:
Aliya Lewis, Executive Administrator
PIKE PLACE MARKET PDA
BALANCE SHEET
February 28, 2017

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Note</th>
<th>Current Month</th>
<th>Prior Month</th>
</tr>
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<tbody>
<tr>
<td>Current Assets</td>
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<td></td>
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<tr>
<td>Unrestricted Cash</td>
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<td>4,353,428</td>
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<td>Rental Accounts Receivable</td>
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<td>211,944</td>
<td>198,148</td>
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<tr>
<td>Misc Accounts Receivable</td>
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<td>3,163,022</td>
<td>2,956,835</td>
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<td>Prepaid Expenses</td>
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<td><strong>27,678,466</strong></td>
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<td>Fixed Assets</td>
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<td>Equipment</td>
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<td><strong>Total Fixed Assets</strong></td>
<td></td>
<td><strong>162,811,597</strong></td>
<td><strong>160,419,594</strong></td>
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<td>Less Accumulated Depreciation</td>
<td></td>
<td>(39,530,922)</td>
<td>(39,542,356)</td>
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<td><strong>Total Net Fixed Assets</strong></td>
<td></td>
<td><strong>123,280,675</strong></td>
<td><strong>120,877,238</strong></td>
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<td>Long Term Receivable &amp; Investments</td>
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<td>32,958,386</td>
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<td>Other Assets</td>
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<td></td>
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<tr>
<td>Financing Lease</td>
<td></td>
<td>2,814,727</td>
<td>2,814,727</td>
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<tr>
<td>Contributions To LSH LLC and WASH LLC</td>
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<td>200</td>
<td>200</td>
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<td><strong>Total Other Assets</strong></td>
<td></td>
<td><strong>2,814,927</strong></td>
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<td><strong>TOTAL ASSETS</strong></td>
<td></td>
<td><strong>197,951,082</strong></td>
<td><strong>197,779,906</strong></td>
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<thead>
<tr>
<th>LIABILITIES &amp; CAPITAL</th>
<th>Note</th>
<th>Current Month</th>
<th>Prior Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Liabilities</td>
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<td>Accounts Payable</td>
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<td>635,000</td>
<td>635,000</td>
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<td>Interest Payable Accrued</td>
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<td>312,542</td>
<td>213,604</td>
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<td>Accrued Payroll, Vacation &amp; Taxes</td>
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<td>620,488</td>
<td>603,608</td>
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<td>Accrued Business Taxes</td>
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<td>39,660</td>
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<td>Security Deposits</td>
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<td>Parking Agreement Due To City</td>
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<td><strong>13,082,762</strong></td>
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<td>Long Term Debt</td>
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<tr>
<td>2009 PDA Refunding Bonds</td>
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<td>1,924,844</td>
<td>1,956,996</td>
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<td>2015 Bond Series A and B</td>
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<td>Premium on 2015 Bond Series</td>
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<td>N/P City of Seattle - Creamery Lot</td>
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<td>455,000</td>
<td>455,000</td>
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<td>QH2 Deferred Master Lease Payment</td>
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<td>Current Portion - Long Term Debt</td>
<td>(635,000)</td>
<td>(635,000)</td>
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<td><strong>Total Long Term Debt</strong></td>
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<td><strong>50,624,129</strong></td>
<td><strong>50,656,281</strong></td>
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<td>Capital</td>
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<tr>
<td>Contributed Capital</td>
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<td>11,818,935</td>
<td>11,818,935</td>
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<td>Prior Years' Results</td>
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<td>121,840,126</td>
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<td>Non-Operating Revenues</td>
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<td><strong>Net Operating Capital</strong></td>
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<td><strong>134,193,099</strong></td>
<td><strong>134,049,863</strong></td>
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**TOTAL LIABILITIES AND CAPITAL** |      | **197,951,082** | **197,779,906** |
## Accounts Receivable

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<thead>
<tr>
<th>Category</th>
<th>Previous Month Balance</th>
<th>Total Current Charges</th>
<th>Total Current Receipts</th>
<th>Current Month Balance</th>
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<tr>
<td>Commercial Revenue</td>
<td>116,102</td>
<td>807,812</td>
<td>792,960</td>
<td>130,954</td>
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<td>Day Stall Revenue</td>
<td>59,098</td>
<td>51,200</td>
<td>52,427</td>
<td>57,871</td>
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<td>Residential Rent (excluding HUD)</td>
<td>22,126</td>
<td>157,358</td>
<td>153,772</td>
<td>25,712</td>
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<td>HUD Subsidy</td>
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<td>90,362</td>
<td>93,777</td>
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<td>Total</td>
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<td>1,106,732</td>
<td>1,092,936</td>
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<td>REVENUE</td>
<td>Current Actual</td>
<td>Current Budget</td>
<td>Variance</td>
<td>Variance %</td>
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<tr>
<td>----------------------------------------------</td>
<td>----------------</td>
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<td>Commercial</td>
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<td>1,706,668</td>
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<td>Net Result-PPM QALICB2</td>
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<td>-</td>
<td>0.0%</td>
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<tr>
<td>Net Result-PPM QALICB3</td>
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<td>Daystarl</td>
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<td>99,560</td>
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<td>Events</td>
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<td>Market Foundation</td>
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<td>-</td>
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<td><strong>2,762,185</strong></td>
<td><strong>9,319</strong></td>
<td><strong>0.3%</strong></td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Management</td>
<td>206,699</td>
<td>221,228</td>
<td>14,529</td>
<td>6.6%</td>
<td>99,256</td>
<td>113,199</td>
<td>-</td>
<td>-</td>
<td>1,318,217</td>
</tr>
<tr>
<td>Parking</td>
<td>76,278</td>
<td>100,388</td>
<td>24,110</td>
<td>24.0%</td>
<td>38,452</td>
<td>49,562</td>
<td>-</td>
<td>-</td>
<td>618,068</td>
</tr>
<tr>
<td>Operations</td>
<td>713,802</td>
<td>795,202</td>
<td>81,400</td>
<td>10.2%</td>
<td>353,207</td>
<td>405,424</td>
<td>-</td>
<td>-</td>
<td>4,912,069</td>
</tr>
<tr>
<td>Utilities</td>
<td>421,566</td>
<td>468,434</td>
<td>46,868</td>
<td>10.0%</td>
<td>190,772</td>
<td>237,807</td>
<td>-</td>
<td>-</td>
<td>3,103,097</td>
</tr>
<tr>
<td>Insurance</td>
<td>73,573</td>
<td>83,080</td>
<td>9,507</td>
<td>11.4%</td>
<td>36,787</td>
<td>41,540</td>
<td>-</td>
<td>-</td>
<td>529,281</td>
</tr>
<tr>
<td>Administration</td>
<td>432,668</td>
<td>458,176</td>
<td>25,508</td>
<td>5.6%</td>
<td>180,388</td>
<td>185,459</td>
<td>-</td>
<td>-</td>
<td>2,464,175</td>
</tr>
<tr>
<td>Marketing &amp; Programs</td>
<td>206,021</td>
<td>235,076</td>
<td>29,055</td>
<td>12.4%</td>
<td>94,175</td>
<td>118,063</td>
<td>-</td>
<td>-</td>
<td>1,871,097</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>2,130,607</strong></td>
<td><strong>2,361,584</strong></td>
<td><strong>230,977</strong></td>
<td><strong>9.8%</strong></td>
<td><strong>993,037</strong></td>
<td><strong>1,151,054</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>14,816,004</strong></td>
</tr>
</tbody>
</table>

| NET OPERATING RESULTS                        | 640,897        | 400,601        | 240,296   | 60.0%      | 242,113        | 109,942       | -        | -          | 4,631,218      |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Principal and Interest Payment PDA</td>
<td>79,068</td>
<td>79,068</td>
<td>-</td>
<td>0.0%</td>
<td>39,534</td>
<td>39,534</td>
<td>-</td>
<td>-</td>
<td>474,416</td>
</tr>
<tr>
<td>2015 PDA Bond Series A&amp;B</td>
<td>242,042</td>
<td>242,042</td>
<td>-</td>
<td>0.0%</td>
<td>121,021</td>
<td>121,021</td>
<td>-</td>
<td>-</td>
<td>1,452,250</td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE</strong></td>
<td><strong>321,110</strong></td>
<td><strong>321,110</strong></td>
<td><strong>-</strong></td>
<td><strong>0.0%</strong></td>
<td><strong>160,555</strong></td>
<td><strong>160,555</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>1,926,666</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESERVES - DESIGNATED</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Variance</th>
<th>Variance %</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension Contribution</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>345,000</td>
</tr>
<tr>
<td>L&amp;L Interest to Reserve</td>
<td>28</td>
<td>26</td>
<td>2</td>
<td>7.7%</td>
<td>15</td>
<td>13</td>
<td>-</td>
<td>-</td>
<td>164</td>
</tr>
<tr>
<td><strong>TOTAL DESIGNATED RESERVES</strong></td>
<td><strong>28</strong></td>
<td><strong>26</strong></td>
<td><strong>2</strong></td>
<td><strong>7.7%</strong></td>
<td><strong>15</strong></td>
<td><strong>13</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>345,164</strong></td>
</tr>
</tbody>
</table>

Net Results after Debt Service & Reserves: 319,759 - 79,465 = 240,294 (302.4%)

**CAPITAL RESERVE CONTRIBUTION**

Contribution - Capital Projects/CRRF: 319,759 - 79,465 = 240,294 (0.0%)

**TOTAL RESERVES & CONTRIBUTIONS**

319,759 - 79,465 = 240,294

81,543 (50,626) = 2,359,388

2,359,388
### Note 1: Commercial Revenue

<table>
<thead>
<tr>
<th></th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% of total Comm Revenue</td>
<td>% YTD Actual</td>
<td>% YTD Budget</td>
<td>% YTD Variance</td>
</tr>
<tr>
<td>Base Rent - Retail</td>
<td>30.4%</td>
<td>590,211</td>
<td>33.3%</td>
<td>573,200</td>
</tr>
<tr>
<td>Base Rent - Office</td>
<td>5.0%</td>
<td>87,568</td>
<td>4.9%</td>
<td>93,958</td>
</tr>
<tr>
<td>Prep Space</td>
<td>0.5%</td>
<td>10,128</td>
<td>0.6%</td>
<td>10,100</td>
</tr>
<tr>
<td>Common Area</td>
<td>19.3%</td>
<td>351,013</td>
<td>19.8%</td>
<td>350,347</td>
</tr>
<tr>
<td><strong>Total Rent Revenue</strong></td>
<td><strong>1,038,920</strong></td>
<td></td>
<td></td>
<td><strong>1,027,605</strong></td>
</tr>
<tr>
<td>Percentage Rent (1)</td>
<td>35.7%</td>
<td>573,281</td>
<td>32.3%</td>
<td>509,500</td>
</tr>
<tr>
<td>Direct Utilities</td>
<td>7.2%</td>
<td>128,149</td>
<td>7.2%</td>
<td>134,816</td>
</tr>
<tr>
<td>Storage/Cooler</td>
<td>1.6%</td>
<td>28,666</td>
<td>1.6%</td>
<td>29,400</td>
</tr>
<tr>
<td>Tenant Work Reimbursements</td>
<td>0.1%</td>
<td>1,582</td>
<td>0.1%</td>
<td>1,681</td>
</tr>
<tr>
<td>Late Fees</td>
<td>0.2%</td>
<td>3,830</td>
<td>0.2%</td>
<td>3,666</td>
</tr>
<tr>
<td><strong>Total Commercial Revenue</strong></td>
<td><strong>100%</strong></td>
<td><strong>1,774,428</strong></td>
<td><strong>100%</strong></td>
<td><strong>1,706,668</strong></td>
</tr>
</tbody>
</table>

(1) See attachment for Percentage Rent revenue data by month.

### Note 2: Residential Revenue

<table>
<thead>
<tr>
<th></th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% of total Res Rev</td>
<td>% YTD Actual</td>
<td>% YTD Budget</td>
<td>% YTD Variance</td>
</tr>
<tr>
<td>Residential Rents</td>
<td>98.2%</td>
<td>457,519</td>
<td>98.6%</td>
<td>450,794</td>
</tr>
<tr>
<td>Laundry Net of Taxes</td>
<td>0.7%</td>
<td>2,330</td>
<td>0.5%</td>
<td>-</td>
</tr>
<tr>
<td>Other(1)</td>
<td>1.1%</td>
<td>4,161</td>
<td>0.9%</td>
<td>5,224</td>
</tr>
<tr>
<td><strong>Total Residential Revenue</strong></td>
<td><strong>100%</strong></td>
<td><strong>464,010</strong></td>
<td><strong>100%</strong></td>
<td><strong>456,018</strong></td>
</tr>
</tbody>
</table>

(1) Other includes maintenance services, storage, rental screening & late fees

### Note 3: Day stall Revenue

<table>
<thead>
<tr>
<th></th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% of total Day Rev</td>
<td>% YTD Actual</td>
<td>% YTD Budget</td>
<td>% YTD Variance</td>
</tr>
<tr>
<td>Daily Craft</td>
<td>61.7%</td>
<td>61,329</td>
<td>65.5%</td>
<td>63,000</td>
</tr>
<tr>
<td>Daily Farmer</td>
<td>20.9%</td>
<td>14,766</td>
<td>15.8%</td>
<td>18,500</td>
</tr>
<tr>
<td>Remote Markets</td>
<td>4.2%</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
</tr>
<tr>
<td>Cooler / Locker Rent</td>
<td>7.3%</td>
<td>13,468</td>
<td>14.4%</td>
<td>13,400</td>
</tr>
<tr>
<td>Permits, market bags &amp; other</td>
<td>2.1%</td>
<td>2,017</td>
<td>2.2%</td>
<td>2,660</td>
</tr>
<tr>
<td>Late Fees</td>
<td>1.3%</td>
<td>2,050</td>
<td>2.2%</td>
<td>1,500</td>
</tr>
<tr>
<td>Specialty Crop Block Grant</td>
<td>2.3%</td>
<td>-</td>
<td>0.0%</td>
<td>500</td>
</tr>
<tr>
<td><strong>Total Day stall Revenue</strong></td>
<td><strong>100%</strong></td>
<td><strong>93,630</strong></td>
<td><strong>100%</strong></td>
<td><strong>99,560</strong></td>
</tr>
</tbody>
</table>
### Footnotes to Statement of Revenues and Expenditures

**February 28, 2017**

#### Note 5
**Surface Revenue**

<table>
<thead>
<tr>
<th>% of total</th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>surf rev</td>
<td>%</td>
<td>Feb</td>
<td>% YTD</td>
<td>Feb</td>
<td>% YTD</td>
</tr>
<tr>
<td>surf rev</td>
<td>100%</td>
<td>25.321</td>
<td>100%</td>
<td>30.992</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Surface Parking Net of Taxes and Net of City Share**

#### Note 6
**Garage Revenue**

<table>
<thead>
<tr>
<th>% of total</th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>gar rev</td>
<td>%</td>
<td>Feb</td>
<td>% YTD</td>
<td>Feb</td>
<td>% YTD</td>
</tr>
<tr>
<td>gar rev</td>
<td>99.3%</td>
<td>229,611</td>
<td>99.1%</td>
<td>315,716</td>
<td>99.1%</td>
</tr>
<tr>
<td>parking re</td>
<td>0.3%</td>
<td>2,075</td>
<td>0.9%</td>
<td>2,750</td>
<td>0.9%</td>
</tr>
<tr>
<td>total</td>
<td>100%</td>
<td>231,686</td>
<td>100%</td>
<td>318,466</td>
<td>100%</td>
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</tbody>
</table>

#### Note 7
**Events Revenue**

<table>
<thead>
<tr>
<th>% of total</th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>evt rev</td>
<td>%</td>
<td>Feb</td>
<td>% YTD</td>
<td>Feb</td>
<td>% YTD</td>
</tr>
<tr>
<td>evt rev</td>
<td>97.2%</td>
<td>54,204</td>
<td>99.2%</td>
<td>37,545</td>
<td>37.54%</td>
</tr>
<tr>
<td>ticket rev</td>
<td>2.8%</td>
<td>420</td>
<td>0.8%</td>
<td>1,000</td>
<td>2.6%</td>
</tr>
<tr>
<td>total</td>
<td>100%</td>
<td>54,624</td>
<td>100%</td>
<td>38,545</td>
<td>38%</td>
</tr>
</tbody>
</table>

#### Note 8
**Miscellaneous Revenue**

<table>
<thead>
<tr>
<th>% of total</th>
<th>2017 Total Budget</th>
<th>YTD ACTUAL</th>
<th>YTD BUDGET</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>gar rev</td>
<td>%</td>
<td>Feb</td>
<td>% YTD</td>
<td>Feb</td>
<td>% YTD</td>
</tr>
<tr>
<td>security service contracts</td>
<td>14.0%</td>
<td>10,682</td>
<td>8.4%</td>
<td>8,660</td>
<td>7.7%</td>
</tr>
<tr>
<td>management fees</td>
<td>28.4%</td>
<td>10,162</td>
<td>8.0%</td>
<td>9,600</td>
<td>8.6%</td>
</tr>
<tr>
<td>investment income/interest</td>
<td>13.0%</td>
<td>19,343</td>
<td>15.1%</td>
<td>8,046</td>
<td>7.2%</td>
</tr>
<tr>
<td>film/license revenue</td>
<td>6.7%</td>
<td>2,669</td>
<td>2.1%</td>
<td>2,000</td>
<td>1.8%</td>
</tr>
<tr>
<td>other revenues</td>
<td>37.9%</td>
<td>34,949</td>
<td>66.5%</td>
<td>83,630</td>
<td>74.2%</td>
</tr>
<tr>
<td>total miscellaneous revenue</td>
<td>100%</td>
<td>137,805</td>
<td>100%</td>
<td>111,936</td>
<td>100%</td>
</tr>
</tbody>
</table>

(1) Management fees from LaSalle Senior Housing LLC and Western Avenue Senior Housing
(2) Other Revenues includes Constituency Revenue, Misc. taxable & Non-taxable Revenue, Key and Access Cards, Trademark/Royalties, Market Tours and Rummage Hall less sales tax.
### Note 9: Property Management Expenses

<table>
<thead>
<tr>
<th></th>
<th>YTD ACTUAL</th>
<th>% PM Exp</th>
<th>YTD BUDGET</th>
<th>% PM Exp</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>68,382</td>
<td>24.2%</td>
<td>75,578</td>
<td>23.5%</td>
<td>7,196</td>
<td>9.5%</td>
</tr>
<tr>
<td>Residential</td>
<td>102,092</td>
<td>36.1%</td>
<td>106,102</td>
<td>33.0%</td>
<td>4,009</td>
<td>3.9%</td>
</tr>
<tr>
<td>Daycare</td>
<td>36,224</td>
<td>12.8%</td>
<td>39,548</td>
<td>12.3%</td>
<td>3,324</td>
<td>8.4%</td>
</tr>
<tr>
<td>Surface Parking</td>
<td>10,074</td>
<td>3.6%</td>
<td>12,690</td>
<td>3.9%</td>
<td>2,614</td>
<td>20.6%</td>
</tr>
<tr>
<td>Garage</td>
<td>66,202</td>
<td>23.4%</td>
<td>87,698</td>
<td>27.3%</td>
<td>21,496</td>
<td>24.5%</td>
</tr>
<tr>
<td><strong>Total Property Management Expenses</strong></td>
<td><strong>282,277</strong></td>
<td><strong>100%</strong></td>
<td><strong>321,616</strong></td>
<td><strong>100%</strong></td>
<td><strong>38,639</strong></td>
<td><strong>12.0%</strong></td>
</tr>
</tbody>
</table>

### Note 10: Operations Expenses

<table>
<thead>
<tr>
<th></th>
<th>YTD ACTUAL</th>
<th>% Ops Exp</th>
<th>YTD BUDGET</th>
<th>% Ops Exp</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td>275,221</td>
<td>22.8%</td>
<td>306,546</td>
<td>22.9%</td>
<td>33,325</td>
<td>10.8%</td>
</tr>
<tr>
<td>Security</td>
<td>233,603</td>
<td>19.3%</td>
<td>254,301</td>
<td>18.9%</td>
<td>20,698</td>
<td>8.1%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>173,022</td>
<td>14.3%</td>
<td>199,049</td>
<td>14.8%</td>
<td>26,027</td>
<td>13.1%</td>
</tr>
<tr>
<td>Capital Management</td>
<td>31,956</td>
<td>2.6%</td>
<td>35,306</td>
<td>2.5%</td>
<td>1,350</td>
<td>4.1%</td>
</tr>
<tr>
<td>Utilities</td>
<td>421,566</td>
<td>34.9%</td>
<td>468,434</td>
<td>34.8%</td>
<td>46,868</td>
<td>10.0%</td>
</tr>
<tr>
<td>Insurance</td>
<td>73,573</td>
<td>6.1%</td>
<td>83,080</td>
<td>6.2%</td>
<td>9,507</td>
<td>11.4%</td>
</tr>
<tr>
<td><strong>Total Operations Expenses</strong></td>
<td><strong>1,208,941</strong></td>
<td><strong>100%</strong></td>
<td><strong>1,346,716</strong></td>
<td><strong>100%</strong></td>
<td><strong>137,775</strong></td>
<td><strong>10.2%</strong></td>
</tr>
</tbody>
</table>

### Note 11: Administration Expenses

<table>
<thead>
<tr>
<th></th>
<th>YTD ACTUAL</th>
<th>% Adm Exp</th>
<th>YTD BUDGET</th>
<th>% Adm Exp</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>143,260</td>
<td>33.1%</td>
<td>150,828</td>
<td>32.9%</td>
<td>7,568</td>
<td>5.0%</td>
</tr>
<tr>
<td>Finance</td>
<td>69,526</td>
<td>16.1%</td>
<td>65,169</td>
<td>14.2%</td>
<td>(4,356)</td>
<td>(6.7%)</td>
</tr>
<tr>
<td>Office Administration</td>
<td>72,462</td>
<td>16.7%</td>
<td>72,827</td>
<td>20.3%</td>
<td>20,365</td>
<td>21.9%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>59,996</td>
<td>13.9%</td>
<td>53,366</td>
<td>11.8%</td>
<td>(6,630)</td>
<td>(11.2%)</td>
</tr>
<tr>
<td>Information Services</td>
<td>87,423</td>
<td>20.2%</td>
<td>95,386</td>
<td>20.8%</td>
<td>7,963</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>Total Administration Expenses</strong></td>
<td><strong>432,668</strong></td>
<td><strong>100%</strong></td>
<td><strong>458,175</strong></td>
<td><strong>100%</strong></td>
<td><strong>25,508</strong></td>
<td><strong>5.6%</strong></td>
</tr>
</tbody>
</table>

### Note 12: Programs Expenses

<table>
<thead>
<tr>
<th></th>
<th>YTD ACTUAL</th>
<th>% Prg Exp</th>
<th>YTD BUDGET</th>
<th>% Prg Exp</th>
<th>YTD 2017</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing</td>
<td>71,431</td>
<td>34.7%</td>
<td>84,449</td>
<td>35.9%</td>
<td>13,018</td>
<td>15.4%</td>
</tr>
<tr>
<td>Farm Program</td>
<td>38,797</td>
<td>18.8%</td>
<td>39,801</td>
<td>16.9%</td>
<td>1,004</td>
<td>2.3%</td>
</tr>
<tr>
<td>Community Events &amp; Programs</td>
<td>38,214</td>
<td>18.3%</td>
<td>45,202</td>
<td>19.2%</td>
<td>6,988</td>
<td>15.5%</td>
</tr>
<tr>
<td>Market Foundation</td>
<td>57,979</td>
<td>27.9%</td>
<td>65,624</td>
<td>27.9%</td>
<td>8,045</td>
<td>12.3%</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>206,021</strong></td>
<td><strong>100%</strong></td>
<td><strong>235,076</strong></td>
<td><strong>100%</strong></td>
<td><strong>29,055</strong></td>
<td><strong>12.4%</strong></td>
</tr>
</tbody>
</table>
### 2017 Calendar Year

<table>
<thead>
<tr>
<th>MONTH OF COLLECTION</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td>January</td>
<td>387,815</td>
<td>387,815</td>
</tr>
<tr>
<td>February</td>
<td>5,314</td>
<td>180,152</td>
</tr>
<tr>
<td>March</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>July</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>August</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>October</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>November</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### 2016 Calendar Year

<table>
<thead>
<tr>
<th>MONTH OF COLLECTION</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td>January</td>
<td>347,723</td>
<td>353</td>
</tr>
<tr>
<td>February</td>
<td>6,679</td>
<td>176,715</td>
</tr>
<tr>
<td>March</td>
<td>3,500</td>
<td>12,150</td>
</tr>
<tr>
<td>April</td>
<td>2,272</td>
<td>217,287</td>
</tr>
<tr>
<td>May</td>
<td>1,902</td>
<td>216,651</td>
</tr>
<tr>
<td>June</td>
<td>1,491</td>
<td>355,115</td>
</tr>
<tr>
<td>July</td>
<td>0</td>
<td>448,918</td>
</tr>
<tr>
<td>August</td>
<td>0</td>
<td>518,256</td>
</tr>
<tr>
<td>September</td>
<td>0</td>
<td>518,256</td>
</tr>
<tr>
<td>October</td>
<td>0</td>
<td>396,189</td>
</tr>
<tr>
<td>November</td>
<td>0</td>
<td>341,507</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
<td>323,962</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0</td>
<td>356,612</td>
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</table>

### 2015 Calendar Year

<table>
<thead>
<tr>
<th>MONTH OF COLLECTION</th>
<th>2014</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan</td>
<td>Feb</td>
</tr>
<tr>
<td>January</td>
<td>187</td>
<td>285</td>
</tr>
<tr>
<td>February</td>
<td>225</td>
<td>2,329</td>
</tr>
<tr>
<td>March</td>
<td>8,147</td>
<td>6,789</td>
</tr>
<tr>
<td>April</td>
<td>624</td>
<td>910</td>
</tr>
<tr>
<td>May</td>
<td>429</td>
<td>5,661</td>
</tr>
<tr>
<td>June</td>
<td>(158)</td>
<td>723</td>
</tr>
<tr>
<td>July</td>
<td>2,501</td>
<td>16,363</td>
</tr>
<tr>
<td>August</td>
<td>1,879</td>
<td>13,157</td>
</tr>
<tr>
<td>September</td>
<td>338</td>
<td>24,104</td>
</tr>
<tr>
<td>October</td>
<td>191</td>
<td>163</td>
</tr>
<tr>
<td>November</td>
<td>1,301</td>
<td>416</td>
</tr>
<tr>
<td>December</td>
<td>322</td>
<td>345</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0</td>
<td>187</td>
</tr>
</tbody>
</table>
Capital Replace Reserve Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>Anticipated Year end Balance</th>
<th>Current YTD Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance 12/31/2016</td>
<td>8,401,068</td>
<td>8,401,068</td>
</tr>
<tr>
<td>Surplus allocation of the prior year</td>
<td>913,644</td>
<td>913,644</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>9,314,712</strong></td>
<td><strong>9,314,712</strong></td>
</tr>
<tr>
<td>Budget 2017 Contribution:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Reserve - PDA and Gar</td>
<td>2,359,388</td>
<td>319,759</td>
</tr>
<tr>
<td>Capital Projects Spending:</td>
<td>(2,000,000)</td>
<td>(195,303)</td>
</tr>
<tr>
<td>CRRF Capital Reserve Balance</td>
<td>9,674,100</td>
<td>9,439,168</td>
</tr>
</tbody>
</table>
## CAPITAL PROJECTS REPORT

<table>
<thead>
<tr>
<th>BLDG</th>
<th>Code</th>
<th>Project Name</th>
<th>2016 Budget Carryover</th>
<th>2017 Budget Allocation</th>
<th>2017 Total Budget</th>
<th>LTD Expenses</th>
<th>Status for Financial Reporting</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>pin</td>
<td>163755-00</td>
<td>Convert to Central Plant</td>
<td>65,000</td>
<td>0</td>
<td>65,000</td>
<td>413</td>
<td>Design stage</td>
<td>N/A</td>
</tr>
<tr>
<td>soa</td>
<td>163763-00</td>
<td>Courtyard excavate sharing</td>
<td>200,000</td>
<td>0</td>
<td>200,000</td>
<td>4,755</td>
<td>Design stage</td>
<td>N/A</td>
</tr>
<tr>
<td>lel</td>
<td>163777-00</td>
<td>Leland Hillclimb Skybridge</td>
<td>200,000</td>
<td>0</td>
<td>200,000</td>
<td>199</td>
<td>Design stage</td>
<td>N/A</td>
</tr>
<tr>
<td>soo</td>
<td>163778-00</td>
<td>Commerical restrooms</td>
<td>82,903</td>
<td>0</td>
<td>82,903</td>
<td>12,545</td>
<td>Project in progress</td>
<td>16-32</td>
</tr>
<tr>
<td>las</td>
<td>163807-00</td>
<td>Comnas - Windows</td>
<td>36,348</td>
<td>0</td>
<td>36,348</td>
<td>33,254</td>
<td>Project in progress</td>
<td>16-32</td>
</tr>
<tr>
<td>soo</td>
<td>163808-00</td>
<td>Comsoa - 2fl Restroom</td>
<td>218,849</td>
<td>0</td>
<td>218,849</td>
<td>75,646</td>
<td>Project 70% complete</td>
<td>16-61</td>
</tr>
<tr>
<td>cor</td>
<td>163809-00</td>
<td>Comcor - Stairs</td>
<td>39,992</td>
<td>0</td>
<td>39,992</td>
<td>36,407</td>
<td>Completed</td>
<td>16-33</td>
</tr>
<tr>
<td>lei</td>
<td>163814-00</td>
<td>Windows</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
<td>9,172</td>
<td>Project in progress</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Budget**

<table>
<thead>
<tr>
<th>Capital Projects 2017</th>
<th>1,600,000</th>
<th>1,600,000</th>
</tr>
</thead>
</table>

**Sub-Total**

| 851,092 | 1,600,000 | 2,451,092 | 172,391 |

---

**MISCELLANEOUS (Tenant Compensations and Commercial Tenant Improvements)**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>2016</th>
<th>2017</th>
<th>2017</th>
<th>LTD</th>
<th>Status</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>160260-00</td>
<td>Commercial Tenant Compensation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>160280-00</td>
<td>Tenant Improvement</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>875</td>
<td></td>
<td></td>
</tr>
<tr>
<td>160290-00</td>
<td>Tenant Existing</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>160300-00</td>
<td>Tenant Vacancy</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>690</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total**

| 0       | 0       | 0       | 1,565  |

---

**CONTINGENCY**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>2016</th>
<th>2017</th>
<th>2017</th>
<th>LTD</th>
<th>Status</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>160960-00</td>
<td>Contingency for Known Projects</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>160970-00</td>
<td>Contingency for Unknown Projects</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total**

| 0       | 0       | 0       | 0      |

---

**A&E - ARCHITECTURAL, ENGINEERING, DESIGN & APPLICATION CONTRACTING - OUTSOURCED**

**CAPITAL INVENTORY**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>2016</th>
<th>2017</th>
<th>2017</th>
<th>LTD</th>
<th>Status</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>160XXX-00</td>
<td>Capital Inventory (see page 10)</td>
<td>0</td>
<td>400,000</td>
<td>400,000</td>
<td>21,347</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total**

| 0       | 400,000 | 400,000 | 21,347 |

**Total**

| 851,092 | 2,000,000 | 2,851,092 | 195,303 |
The March 1st deadline for placement on the plaza for grand opening was a huge success! Donors may still donate for a Hoofprint or Market Charm, but will not be guaranteed placement by the grand opening celebrations.

Fundraising also continues for Neighborhood Center grants and grand opening sponsorships.
Overall Occupancy rate: 98%

Vacancy will increase in March with some transfers to new building and move outs for other reasons. Vacancy report will include new building WASH beginning April.
Western Avenue Senior Housing
- 26 tenants certified and will move in by March 30. Approximately 12 from homeless situations.
- Eligibility certification in progress or remaining 14 units for April move in;
- Supplied basic welcome package (bed, mattress, kitchen supplies) to those moving in without possessions.
- Market Foundation is helping direct donations of other household items to residents in need.
- Weekly status reports to US Bank
- Six of Artist Studio Unit committed to persons requesting this preference.
- General shake out period underway as fine tuning and adjustments made to improve functionality.
- Supplied basic welcome package (bed, mattress, kitchen supplies) to those moving in without possessions.
- Market Foundation is helping direct donations of other household items to residents in need.

Lasalle and Market House scheduled for new roofs. Hope to be able to use replacement reserves for those buildings to cover costs.
Rent adjustments approved by HUD for Section 8 rents

Stewart House – new pest control regime in process and should make improvements in effectiveness of bed bug prevention. Have acquired 10 pest resistant beds for units where infestation is worst problem.
- Will have 9 vacancies by end of March – working with to make sure unit turns happen in reasonable amount of time to allow lease up.
- Will schedule outside repainting for later this year
- Will be conducting rent comparability study for contract review and rent adjustment request due end of summer.

Residential Staffing
- Long time assistant in Livingston Baker - Cheryl Smith retired Feb 28th. Fully staffed.

Other matters
- HUD billing software (TRACS) will require major conversion this summer.
- Elsie active with affordable housing groups, we will assist with drafting of model house rules for WA affordable housing, participate in housing industry commentary on new Seattle housing regulation proposals.
- HUD rent subsidies will be dependent on continuing budget resolution. We saw this before in 2009.
- Emergency preparedness & training UPDATES TO BE SCHEDULED.

EVENTS SPACES REPORT
• Generally good business with bookings schedule through the year
• Several new chefs have started cooking series in the Kitchen
• Events staff assigned to scheduling for MarketFront Plaza
• 2017 rates in effect
MarketFront Construction Nears Completion

It’s an exciting time as, day by day, the MarketFront project gets closer to opening. Construction crews are putting finishing touches on the public plaza, the commercial and retail building, and the parking garage. Residents will be moving into new apartments in early March, drivers will be able to park in the new underground parking, and commercial tenants will start their build-outs to complete the interior spaces.

As we mentioned last month, a community party will take place after Sellen Construction concludes their work on the site. Plans are also underway for a public Grand Opening ceremony and celebration on Thursday, June 29. Stay tuned for invitations and further information.

2016-17 Annual Report Now Online

2016 was an extremely busy year at the PDA, highlighted by the progress of the MarketFront project. The year began with dirt and grade beams covering the building site and concluded with a nearly complete project featuring senior housing, commercial space, a public plaza, underground parking and more. We worked diligently to secure financing for the overall project and the housing component. We hosted media on the site to see the project in construction and promoted the building in a Seattle Met insert and through our social media channels.

We spent considerable time preparing for the operation of the MarketFront, which included finalizing commercial tenant selection and starting the leasing process for residential space.

At the same time, the complex day-to-day management of the Market continued. We introduced six new tenants to the Market’s retail mix, added five new farmers and screened in 22 new crafts permit holders. We received clean opinions in five outside audits, performed over 39 capital projects, hosted 46 cooking classes and nine community meals, recycled 6,000 cubic yards of mixed recycling and completed many other projects. Read the report at pikeplacemarket.org/market-insider

Pike Up! Campaign Reaches Major Milestone

Thank you to the entire Market community for your support in helping complete the new MarketFront expansion. As of March 1, the Market Foundation raised over $7 million from 4,628 donors who love Pike Place Market!

As construction comes to a close, Market Charms, Bronze Hoofprints and Mosaic Fish are in production to prepare for installation before Grand Opening. Although the opportunity to be part of the major donor fish wall has come to a close, this is only the first round of Charms and Hoofprints. The Market Foundation continues to accept Charm and Hoofprint donations to be installed after Grand Opening. All proceeds will support the expansion of services in the Market, including the new neighborhood center on the MarketFront. Please let everyone know they can still Pike Up! and write their names in Market history. Learn more at PikeUp.org.

New Parking Rates Starting March 1

Short term parking is going up by $1/hr. at the Public Market Parking Garage—and the Early Bird rate temporarily returns!

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term</td>
<td>$4/hour up to 4 hours</td>
</tr>
<tr>
<td>Long Term</td>
<td>$30 4-10 hours</td>
</tr>
<tr>
<td></td>
<td>$40 10-24 hours</td>
</tr>
<tr>
<td>Evenings</td>
<td>$5 after 5 p.m.</td>
</tr>
<tr>
<td>Early Bird</td>
<td>$15 enter by 9 a.m., exit by 9 p.m.</td>
</tr>
</tbody>
</table>

Brighten Someone’s Day: Volunteer for Daffodil Day

Celebrate the first day of spring and take part in a long-standing Market tradition. Join PDA staff and volunteers in handing out 10,000 daffodils purchased from Market farmers at busy downtown locations during lunchtime on Monday, March 20. It’s the 20th anniversary of spreading cheer Market-style while welcoming the first day of spring. To volunteer, contact Scott Davies at 206-774-5257 or scott@pikeplacemarket.org.

Arcade Lights Discount for Market Community

Arcade Lights, one of the Market Foundation’s biggest events of the year, showcases local artisan drink and food vendors—many from here in the Market. Market community members can receive $10 off one or two General Admission tickets. Order tickets at www.pikeplacemarketfoundation.org/events/arcade-lights/ and enter WHENPIGSFLY as the promo code after you put one or two General Admission tickets into your basket and check out. Questions? Contact Tiffany Swanson at tiffany.swanson@pikeplacemarket.org.
2017 Rules Review Continues

Each year, the PDA conducts a public review process of the Daystall Rules and Regulations, which cover daystall activities for farmers, craftspeople and performers. Materials are available at the PDA office or at www.pikeplacemarket.org/market-insider

Wednesday, March 1: Final draft proposals available at PDA Front Desk for interested parties.

Tuesday, March 14: Market Programs Committee of PDA Council, 4:00 p.m. Presentation of Rules for Discussion. Public hearing on recommended changes.

Thursday, March 30: PDA Council Rules Presentation & Final Approval, 4:00 p.m. Council votes on recommendations for the 2017-2018 Daystall Rules & Regulations

For more information, please contact David Dickinson at 206-774-5224 or davidd@pikeplacemarket.org

Emergency Calls to Market Security & 911

There have been a few incidents in the Market recently that have caused confusion and uncertainty about when to call 911 and when to call Market Security. When a possible emergency situation is taking place, please do not call Market Security to find out what is happening. If you have firsthand information about an emergency, you should definitely call, but not if you are merely seeking information.

If you hear a fire alarm, everyone’s immediate response should be to evacuate the building and wait for the all clear signal, or for the alarm to be silenced.

When Market Security’s dispatcher or lead officer is receiving numerous calls asking why an alarm is sounding or what is happening, he or she cannot receive calls from our alarm company or make calls to Seattle Fire with vital information. Inquiring calls slow our response time and cause huge delays in gathering important information.

Please read and save the information below.

Call 911 in case of:

- **Fire.** Any fire—even a tiny grease fire in your kitchen—merits a 911 call. A fire can grow and spread rapidly, so call right away even if you think you can put out the flames on your own.

- **A medical emergency.** Call 911 immediately for any life-threatening medical problem: chest pain, choking, difficulty speaking, drowning, numbness, poisoning, sudden intense pain, severe burns, a suicide threat and other serious medical problems.

- **A crime or possible crime.** If you see an assault, a burglary, a robbery, or someone displaying a weapon call 911.

- **A vehicle accident.** Call 911, especially if someone is hurt or feels dizzy or unwell.

After placing a 911 call for incidents in the Market, please call Market Security at 206-682-2253 (or have someone else call) so they can also respond. Be prepared to give your location/general landmarks and answer the dispatcher’s questions.

Call Market Security at 206-682-2253 in case of:

- A loud party or disruptive person
- Suspicious person in your business
- Someone has a minor cut or abrasion
- A power outage
- Burst water pipes

We encourage you to sign up for the Market Alert to receive a community wide text message in case of emergencies. Visit www.getrave.com/login/pikeplacemarket and click on Registration.

If you have general questions about what’s happening in the Market, please call the Market Office at 206-682-7453.

Daystall News

An Advancing Craft Forum will be held on Monday, March 13, from 5-7 p.m. in the Salish Room. The focus will be branding and Emily Crawford, the PDA’s Director of Communications and Marketing, will be the guest speaker.

A Product Photography Clinic will be held Thursday, March 16 from 5-7 p.m. in the Elliott Bay Room. Advance sign-up required. Commercial tenants: if you are interested in attending a Product Photography Clinic, or especially interested in food product photography, please contact David Dickinson.

A special Product Photography Clinic mini-workshop will occur Monday, March 20, from 5-7 p.m. in the Economy Building Classroom. Craftsperson Chuck Saul will offer an introduction to Adobe Lightroom Mobile on your smartphone or tablet. You are encouraged to attend the 3/16 Photo Clinic to get shots to work on in this session. Limited to 10 attendees, so sign up now.

As part of our support of continuing learning and professional training, attendance at any two of the 2-hour sessions will generate a full attendance day which can be applied at your discretion toward your attendance requirements.

For more information or to sign up, contact David Dickinson at davidd@pikeplacemarket.org or 206-774-5224.

PDA Meetings & Events

Meetings are in the top floor of the Economy Building.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time (p.m.)</th>
<th>Description</th>
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<tbody>
<tr>
<td>March 13</td>
<td>4</td>
<td>MarketFront</td>
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<tr>
<td>March 14</td>
<td>4</td>
<td>Market Programs</td>
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<tr>
<td>March 21</td>
<td>4</td>
<td>Finance &amp; Asset Management</td>
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<tr>
<td>March 22</td>
<td>4:30</td>
<td>Executive</td>
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<tr>
<td>March 30</td>
<td>4</td>
<td>PDA Council</td>
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Constituency Meetings

Meetings are in the top floor of the Economy Building.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time (p.m.)</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>March 21</td>
<td></td>
<td>General Assembly: after PDA Finance mtg.</td>
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<tr>
<td>March 30</td>
<td></td>
<td>Executive Committee: after PDA Council mtg.</td>
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Downtown Conventions

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<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Description</th>
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<tbody>
<tr>
<td>March 8 - 11</td>
<td></td>
<td>Association for Computing Machinery SIGCSE Technical Symposium, 1,200 attendees</td>
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<tr>
<td>March 15 -18</td>
<td></td>
<td>Society of Surgical Oncology Annual Cancer Symposium, 1,500 attendees</td>
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<tr>
<td>March 20 - 24</td>
<td></td>
<td>TESOL International Convention &amp; English Language Expo, 6,000 attendees</td>
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Staff Comings & Goings

Welcome to Roy Lynn, Custodian; Whitney Parker, Security Officer; and Lindsey Falkenburg, Market Foundation Communication Coordinator. Best wishes to Nolan Shilling, Security, and Suzanne Spencer, Market Foundation.

Need more info?

Call the PDA office if you have questions. 206.682.7453
pikeplacemarket.org