

CHARTER  
OF  
PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY

As amended, \_\_\_\_\_, 2003

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### **Mayor's Statement of Intent of 1992 Amendments**

The amendments made in 1992 to this Charter are intended to eliminate the possibility the public will ever again risk losing control of any of the property in the Market Historical District as occurred with the Urban Group partnerships. For clarity, therefore, a copy of this Charter showing, by strikeout and underlining, the amendments made on this date shall also be filed with the Clerk of The City of Seattle.

\_\_\_\_\_, 2003

**CHARTER**  
**OF**  
**PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY**

ARTICLE I  
NAME AND SEAL

The name of this corporation shall be Pike Place Market Preservation and Development Authority (hereinafter the “PDA”). The PDA seal, as set forth below, shall be a circle with the name “PIKE PLACE MARKET PRESERVATION AND DEVELOPMENT AUTHORITY” inscribed therein.

ARTICLE II  
AUTHORITY AND LIMIT ON LIABILITY

Section 1. Authority.

The PDA is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730 -755, and Seattle Municipal Code Ch. 3.110.<sup>1</sup>

Section 2. Limit on Liability.

All liabilities incurred by the PDA shall be satisfied exclusively from the assets and properties of the PDA and no creditor or other person shall have any right of action against The City of Seattle on account of any debts, obligations, or liabilities of the PDA.

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<sup>1</sup> This Charter is subject to the constitutions and laws of the United States and the State of Washington, regulations adopted under those laws, and the Seattle Municipal Code.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the PDA’s principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the PDA.

The Pike Place Market Preservation and Development Authority (“PDA”) is organized pursuant to Seattle Municipal Code (SMC) 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.” The powers of the PDA are limited by state and federal law and regulations, ordinances of The City of Seattle, and other elements of the local regulatory scheme.

ARTICLE III

DURATION

The duration of the PDA shall be perpetual.

ARTICLE IV

PURPOSES

The purpose of the PDA is to provide a legal entity under RCW (( )) 35.21.730, et seq., and City of Seattle Municipal Code Ch. 3.110 through which citizens may fulfill the aims and objectives of the Pike Place Market Historical District Ordinance 100475, the Historical Preservation Plan for the Pike Place Market Historical District (hereinafter the “Market Historical District”) (as amended),<sup>2</sup> and the redevelopment plan for the Pike Place urban renewal area. The PDA will also be concerned with the rehabilitation and redevelopment of the surrounding areas which may affect the character of the Market Historical District.

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<sup>2</sup> Throughout this Charter all references to the Market Historical District shall include all amendments to the size and scope of the Market Historical District as may be made from time to time.

Employing the unique powers and capabilities conferred by State law and City ordinance, the PDA, as a public trustee with the mission to ensure that the traditional character of the Public Market is preserved, is authorized to perform the renewal, rehabilitation, preservation, restoration, development, and nonprofit management of structures and open spaces in the above-described areas in a manner that affords a continuing opportunity for Public Market farmers, merchants, residents, shoppers, and visitors to carry on their tradition and market activities. In addition to upgrading structures and public amenities in and around the Market Historical District, the PDA will initiate programs to expand food retailing in the Market Historical District, especially the sale of local farm produce; to preserve and expand the residential community, especially for low-income people; to promote the survival and predominance of small shops, marginal businesses, thrift shops, arts and crafts, and other enterprises, activities, and services which are essential to the functioning of the Public Market.

The PDA shall provide a structure within which all public agencies, private groups, organizations, and individuals whose concerns and interests relate to the preservation of Seattle's Public Market area may work together to accomplish the above purposes and goals

In undertaking these purposes, the PDA will initiate and carry out studies to determine what kinds of programs will fulfill the above-stated goals. Such research activities will constitute the initial steps in the implementation of specific projects.

## ARTICLE V

### POWERS

Subject to the limitations in Article VI and other limitations elsewhere in this Charter, the PDA shall have and exercise all powers necessary or convenient to effect the purposes for which

the PDA is organized, and perform authorized PDA functions, including but not limited to the power to:

1. Own and sell real and personal property;
2. Contract for any PDA purpose with the United States, a state, and any subdivision or agency of either, and with individuals, associations and corporations;
3. Sue and be sued in its name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing federal or private funds;
7. Administer and execute federal grants and programs;
8. Receive and administer federal funds;
9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;
10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from federal government or private sources or, if otherwise legal, from a state or any of its political subdivisions or agencies;
11. Receive and administer private funds, goods, or services for any lawful public purpose;
12. Purchase, lease, exchange, mortgage, encumber, improve, use, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 3.110.420 and applicable provisions of the Uniform Commercial Code and state law in such principal amounts as, in the discretion of the Council, shall be necessary or appropriate to provide sufficient funds for achieving any PDA purposes; or to secure financial assistance, including matching funds from the United States, for corporate projects and activities;

14. Contract for, lease, and accept transfers, gifts, or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;

15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by any such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain.

16. Recommend to appropriate governmental authorities public improvements and expenditures in areas of the City in which the PDA by its Charter has a particular responsibility;

17. Recommend to the United States, a state, and any political subdivision or agency of either, any property which, if committed or transferred to the PDA would materially advance the public purpose for which the PDA is chartered;

18. Initiate, carry out, and complete such improvements of benefit, to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;

19. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the PDA may deem appropriate to maximize the public interest in the Pike Place urban renewal area;

20. Lend its funds, property, credit, or services for PDA purposes, or act as a surety or guarantor for PDA purposes;

21. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations or governmental agencies, with or without charge;

22. Control the use and disposition of PDA property, assets, and credit;

23. Invest and reinvest its funds;

24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;

25. Sponsor, lease, manage, construct, own, or otherwise participate in housing projects, where such activity furthers the public purpose for which the PDA is chartered;

26. Maintain books and records as appropriate for the conduct of its affairs;

27. Conduct PDA affairs, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter, and its Rules and Regulations; name PDA officials, designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;

28. Identify and recommend to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity -- for transfer to or use by the PDA -- of property and property rights which, if so acquired, whether

through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the PDA is chartered; and

29. Exercise and enjoy such powers as may be authorized by law.

## ARTICLE VI

### LIMITS

The PDA in all activities and transactions shall be limited in the following respects:

1. Management.

The PDA's management of its properties cannot be relinquished, transferred, or delegated; *provided*, however, that in furtherance of the financing of the development of a mixed-use project consisting of low-income housing, a new facility for the Pike Market Senior Center and various other commercial space to be completed through the rehabilitation of the La Salle Apartments and the acquisition and development of the Creamery site (the "LaSalle/Creamery Project"), the PDA is authorized to enter into agreements providing for the management of all or a portion of the LaSalle/Creamery Project by one or more limited liability companies or limited partnerships managed by the PDA or by a successor nonprofit or public entity approved by the City. Any such agreement shall be consistent with Ordinance No. \_\_\_ of the City, passed April 28, 2003, as the same may be amended from time to time.

2. Public Review.

The PDA shall comply fully with all laws then applicable to municipal corporations regarding public access to and review and disclosure of meetings and records. Without limiting the generality of the preceding sentence, the PDA shall in particular be bound by the provisions of RCW 35.21.747 as it may from time to time be amended. That section presently requires the

PDA to provide at least thirty days' written notice of any proposed sale or encumbrance of any real property transferred to it by The City of Seattle. At present, that section further provides:

At a minimum, such notice shall be provided by such public corporation . . . to the chief executive or administrative officer of such city, . . . and to all members of its legislative body, and to each local newspaper of general circulation, and to each local radio or television station or other news medium which has on file with such corporation . . . a written request to be notified.

3. Prohibition on Sale of Property.

The PDA shall not sell or otherwise transfer or convey any interest in real property located in the Market Historical District, except that the PDA may authorize a potential future conveyance to the extent necessary to give legal effect to an encumbrance permitted under Article V and not prohibited by Article VI, Paragraph 4, of this Charter; *provided*, however, that that in furtherance of the financing of the development of the LaSalle/Creamery Project, the PDA is authorized to sell, transfer or convey all or a portion of the LaSalle/Creamery Project to one or more limited liability companies or limited partnerships managed by the PDA. Any such agreement shall be consistent with Ordinance No. \_\_\_ of the City, passed April 28, 2003, as the same may be amended from time to time.

4. Limitations on Encumbrance of Property.

(a) The PDA shall not lease, mortgage, or otherwise encumber any of its interest in real property located within the Market Historical District unless such encumbrance is necessary for the purpose of:

(i) Repair, renovation, rehabilitation, or improvement of property within the Pike Place Market Historical District; or,

(ii) Furthering a public market purpose as defined in the PDA Charter, the Pike Place Market Historical District Ordinance, the Pike Place Market Urban Renewal Plan or other applicable Seattle ordinance or State law; or,

(iii) Fulfilling a requirement of federal, State, or City of Seattle law or ordinance.

(b) All encumbrances allowed by the terms of this Charter shall be subject to the following conditions in addition to restrictions imposed elsewhere in law or in this Charter:

(i) The provisions of RCW 35.21.747 and Article XV of this Charter must have been satisfied; and

(ii) All legal instruments related to the encumbrance shall expressly require operation of the property consistent with the Market Historical District Ordinance, this Charter, specified provisions of the Pike Place Market Urban Renewal Plan, and all applicable Seattle, State and federal laws.

(c) For the purposes of this Charter, the term “encumbrance” shall include any lease, mortgage, pledge, grant of easement or other encumbrance on real property, but shall not include any sale or conveyance.

(d) Notwithstanding any other provisions of this Charter, the PDA may not, under any circumstances, encumber its property in the Market Historical District for the purpose of acquiring property outside the Market Historical District.

5. Use of Funds.

All funds, assets, or credit of the PDA shall be applied toward or expended upon services, projects, and activities authorized by its Charter. No part of the net earnings of the PDA shall

inure to the benefit of, or be distributable as such to, the Council members, officers of the PDA or other private persons, except that the PDA is authorized and empowered to:

(a) Compensate PDA officials and others performing services for the PDA a reasonable amount for services rendered and to reimburse reasonable expenses actually incurred in performing their duties;

(b) Assist the PDA officials as members of a general class of persons to be assisted by the Council-approved project or activity to the same extent as other members of-the class as long as no special privilege or treatment accrues to such PDA official by reason of his or her status or position in the PDA;

(c) Defend and indemnify any PDA official (including employees), any former PDA official, and their successors, against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a PDA official, or by reason of any action alleged to have been taken or omitted by him or her as such official, provided that he or she was acting in good faith on behalf of the PDA and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which PDA officials may be entitled as a matter of law;

(d) Purchase; insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the PDA and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings.

The purchase of such insurance and its policy limits shall be discretionary with the PDA Council, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

(e) Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction or carry out any other transaction or activity subject to the limitations in Article VI and other limitations elsewhere in this Charter, as long as such gain is not the object or purpose of the PDA transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

6. Lobbying.

No funds, assets, or property of the PDA shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or substantial part of the activities of the PDA be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of this State, or the City of Seattle Council; provided, however, that members and officials of the PDA may respond to requests by contacting members of Congress, State legislators, or City of Seattle Council members for information and may appear before any such legislative body in connection with funding and other matters directly affecting the PDA or its ability to carry out the purposes for which it is chartered.

7. Eminent Domain and Taxes.

The PDA shall have no power of eminent domain nor any power to levy taxes or special assessments.

8. Non-recourse to City.

The PDA may not incur or create any liability that permits recourse by any contracting part or members of the public to any assets, services, resources, or credit of The City of Seattle.

9. No Private Gain.

The PDA shall not issue shares of stock, pay dividends, make private distribution of assets, or make loans to its corporate officials or engage in business for private gain.

ARTICLE VII

COUNCIL

Section 1. Council Composition.

Management of all PDA affairs shall reside in the Council. The Council shall be composed of twelve (12) members selected as follows:

1. Within eighteen (18) months of the issuance of this Charter, the initial Council as designated in the application for this Charter shall by resolution divide the members of the Council into four classes of three (3) members each (designated Class I, Class II, Class III, and Class IV).

2. At the regular meeting of the Council that coincides most closely with the second anniversary of the issuance Of this Charter, the terms of those members of the Council that are in Class I shall expire, provided that they shall continue in office until their successors are selected and qualified as provided in the Rules and Regulations.

3. The Council vacancies created by the expiration of the term of the Class I members shall be filled with:

- (a) One member selected by the Constituency,
- (b) One member selected by the Mayor of the City of Seattle, and

(c) One member selected by the Council of the PDA.

4. The names of members selected by the Constituency, by the Mayor, and by the Council shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation have been submitted to the City Council shall, unless and until his or her name has been rejected by the City Council, have full powers and responsibilities of a confirmed Council member. No such person shall have or purport to have or exercise such powers and responsibilities until his or her name and all supporting documentation required by the City Council have been submitted to the City Council for confirmation.

5. This reappointment and confirmation procedure shall continue annually as to successive classes, so that at the regular meeting of the Council that coincides most closely with each anniversary of the issuance of this Charter, a new class of Council members shall take office; provided, however, that each person so selected shall hold office for the four-year term for which he or she is selected and until his or her successor shall have been selected and qualified; and provided that there shall be no restriction on members of the Council serving successive terms.

6. If a member appointed by the Mayor resigns, or becomes ineligible to serve, or becomes unable to serve, the Council shall request that the Mayor appoint a new member to serve the balance of the unexpired term of such member.

7. In addition to Intervention and Trusteeship, as provided in Seattle Municipal Code 3.110.440 and 3.110.450, respectively, if it is determined for any reason that any or all of the Council members should be removed from office, after a full public hearing, and after selection of appropriate replacements by the Mayor and City Council pursuant to this section, the Mayor and City Council may by ordinance remove any or all voting Council members from office. The

term of any Council member removed pursuant to this section shall expire when the member receives a copy of the ordinance removing him or her from office and a letter signed by the Mayor advising him or her that he or she has been removed pursuant to this section. Any person appointed to the Council pursuant to this section shall be appointed by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are appointed and confirmed. The term of any person appointed and confirmed pursuant to this section shall begin at the expiration of the term of the person being replaced and shall continue until the regular expiration of the term of the position being filled.

Section 2. Council Concurrence Required.

General or particular authorization or concurrence of the Council by resolution shall be necessary for any of the following transactions:

1. Transfer or conveyance of an interest in real estate other than a release of a lien or satisfaction of a mortgage after payment has been received and the execution of a lease for a current term of less than one year;
2. The contracting of debts, issuance of notes, debentures, or bonds, and the mortgaging or pledging of corporation assets to secure the same;
3. The donation of money, property, or other assets belonging to the PDA;
4. An action by the PDA as a surety or guarantor;
5. All transactions in which: (i) the consideration exchanged or received by the PDA exceeds ten thousand dollars (\$10,000), (ii) the performance by the PDA shall extend over a period of one year from the date of execution of an agreement therefor, or (iii) the PDA assumes duties to the City of Seattle, the State, or the United States;
6. Any project or activity outside the limits of the City of Seattle;

7. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000);
8. Certification of annual reports and statements to be filed with the City of Seattle Clerk as true and correct in the opinion of the Council and of its members, except as noted;
9. Proposed amendments to the Charter and to the Rules and Regulations; and
10. Such other transactions, duties, and responsibilities as the Charter shall repose in the Council or require Council participation by resolution.

Section 3. Council Review.

At least quarterly, the Council shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. When the operating budget is in excess of one million dollars (\$1,000,000), the Council shall also review on a quarterly basis balance sheets for the previous three months. The Council shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 4. Council Concurrence and Quorum Defined.

“Council concurrence,” as used in this Article, may be obtained at any regular or special Council meeting by an affirmative vote of a majority of the Council members voting on the issue, provided that such majority equals not less than one third of the council voting membership.

A quorum to commence a Council meeting shall be no fewer than a majority of the Council’s total voting membership. Voting membership means the total number of voting positions on the Council authorized by the Charter, whether filled or vacant. The Rules and Regulations of the PDA may prescribe Council quorum restrictions which equal or exceed the

quorum restrictions imposed in this Section 4. Council members present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 5. Officers and Division of Duties.

The PDA shall have two or more officers. The same person shall not occupy both the chief executive office of the PDA and the office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the PDA shall be the Chairman, Vice-Chairman, Secretary and Treasurer of the Council. Additional officers may be provided for in the Rules and Regulations of the PDA. The Chairman shall be the agent of the PDA for service of process; the Rules and Regulations may designate additional corporate officials as agents to receive or initiate process. The corporate officers, who shall be selected from among the membership of the Council as provided in the Rules and Regulations, manage the daily affairs and operations of the PDA. The Council shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed in Section 2 of this Article VII, and shall have stewardship for management and determination of all corporate affairs except as may be specifically reposed in the Constituency under Article VIII hereof.

Section 6. Executive Committee.

The Rules and Regulations may provide for an Executive Committee, which shall be appointed or removed by the Council, and shall have and exercise such authority of the Council in the management between meetings of the Council, as may be specified in the Rules and Regulations.

ARTICLE VIII  
CONSTITUENCY

Section 1.     Composition.

1.     The Constituency of the PDA shall consist of its general membership, which shall be open to all persons sixteen years of age and over who shall pay dues, as provided in the Bylaws of the Constituency. The Rules and Regulations shall provide for meetings of members, including notice, quorum, and other provisions dealing with the membership.

2.     For purposes of notice, the Constituency shall consist-of members of record who have paid their annual dues, as provided in the Bylaws of the Constituency.

Section 2.     Constituency Concurrence Required.

The concurrence of the Constituency shall be required on the following matters:

1.     Any proposed amendments to the Charter;
2.     Any proposed amendments to the Rules and Regulations of the PDA if said amendment deals with matters which are within the power and responsibility of the Constituency as set forth in this section;
3.     Proposed amendments of the provisions of the Rules and Regulations governing procedures for meetings of the Constituency;
4.     Annually fixing the compensation of Council members, if any, and the nature and limit of expenses incurred by Council members that may be reimbursed;
5.     Election or selection of an independent auditor; and
6.     Election of one member to the class of the Council membership expiring each year, as provided herein.

Section 3. Constituency Concurrence Defined.

Constituency concurrence, as used herein, shall be defined as follows:

1. Concurrence by the Constituency as required in Section 2, paragraphs (1), (2), (3), (4), and (5) shall require an affirmative vote of two-thirds (2/3) of the constituents voting on the issue and shall require an affirmative vote of at least 20 percent (20%) of the Constituency membership, if the membership is less than 100 persons, or shall require an affirmative vote of at least ten percent (10%) of the Constituency membership, if the membership, is more than 100;

2. Concurrence by the Constituency as required in Section 2, Paragraph (6) of this Article shall require an affirmative vote of a majority of the Constituents voting, provided that the affirmative vote of the winning candidate represents at least ten percent (10%) of the Constituency membership; provided further, however, that if no candidate receives a majority affirmative vote, a run-off election between the two highest vote getters shall be held not later than one month following the first election and shall be decided as provided in this paragraph above.

ARTICLE IX

MEETINGS

Section 1. Council Meetings.

1. The Council shall meet at least, once a month.

2. Special meetings of the Council may be called as provided in the Rules and Regulations.

3. Any member of the Council, upon five (5) days' notice, may call a special meeting of the Council to consider matters appropriate to a regular meeting if twenty-five (25)

days have elapsed, since the previous Council meeting and no future meeting has been scheduled.

Section 2. Open Public Meetings.

All Council meetings, including executive, all other permanent and ad hoc committee meetings, and Constituency meetings shall be open to the public to the extent required by RCW 42.30.010 et seq. The Council and committees may hold executive sessions to consider matters enumerated in RCW 42.30.010, et seq., or privileged matters recognized by law, and shall enter the cause therefor upon its official journal. Notice of meetings shall be given in a manner consistent with RCW 42.30.010 et seq. In addition, the PDA shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Council either orally or by written petition. Voting shall be in-person only.

Section 3. Parliamentary Authority.

The rules in Robert's Rules of Order (as revised) shall govern the PDA in all cases to which they are applicable, where, they are not inconsistent with the Charter or with the special rules of order of the PDA set forth in the Rules and Regulations.

Section 4. Constituency Meetings.

1. A Constituency meeting open to all constituents of the PDA shall be held at least four (4) times each year with the date, time, and place to be selected by the Council. One of such Constituency meetings shall be denominated the annual meeting. The Rules and Regulations shall provide for the time of year and general location for meetings of the Constituency, including notice therefor. The Council or a committee thereof shall report to and receive comment from the Constituency at each quarterly meeting on matters upon which the Council

has acted during the preceding quarter and on matters proposed for action during the next quarter.

2. If ninety (90) days have elapsed after the previous meeting and no meeting of the Constituency has been scheduled, any constituent or corporate official may call a special meeting to consider matters appropriate for a quarterly meeting of the Constituency. Notice of such meeting shall be given pursuant to the Rules and Regulations and the expense of such notice shall be borne by the PDA.

3. Special meetings of the Constituency may be called by the Council or by petition of the constituents as provided by the Rules and Regulations.

Section 5. Minutes.

Copies of the minutes of all regular or special meetings of the Council shall be available to any person or organization that requests them. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence.

Section 6. Location of Public Meetings.

To the extent practicable, meetings of the PDA shall be held within the general area of the Pike Place Market Historical District.

## ARTICLE X

### RULES AND REGULATIONS

The Council shall adopt Rules and Regulations to provide such rules for governing the PDA and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations and any amendments thereto require a majority vote of the whole Council. The Council may provide in the Rules and Regulations for all matters related to the governance of the

PDA, including but not limited to matters referred to elsewhere in the Charter for inclusion therein, and for the following:

1. The existence of committees of the PDA and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of the PDA;
3. Suspension or removal of PDA officials and conditions which would require such suspension or removal;
4. Any matters set forth in Seattle Municipal Code 3.110.140 not inconsistent with the Charter or not provided for herein;
5. Additional classes of membership.

## ARTICLE XI

### AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

#### Section 1. Proposals to Amend Charter and Rules and Regulations.

1. Proposals to amend the Charter or Rules and Regulations shall be presented in a format which strikes over material to be deleted and underlines new material.
2. Any Council member may introduce an amendment to the Charter or to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting or at any special meeting of which thirty (30) days' advance notice has been given.

#### Section 2. Council Consideration of Proposed Amendments.

If notice of a proposed amendment to the Charter or to the Rules and Regulations, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Council fifteen (15) days prior to any regular Council meeting or any special meeting of which thirty (30) days' advance notice has been given, then the Council may vote on the proposed amendment at the same meeting as the one at which the

amendment is introduced. If such notice and information is not so provided, the Council may not vote on the proposed amendment until the next regular Council meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Council members at least fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 3. Vote Required for Amendments to Charter.

Resolutions of the Council approving amendment to the Charter require an affirmative vote representing two-thirds (2/3) of the Council members voting on the issue and a majority of the Council voting membership for adoption.

Section 4. Vote Required for Amendments to Rules and Regulations.

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of the PDA shall be an affirmative vote of a majority of the whole Council.

Section 5. Constituency Consideration of Proposed Amendment.

Notice that a vote will be taken on a proposed amendment to the Charter, or to provisions of the Rules and Regulations which require Constituency concurrence pursuant to Article VIII, Section 2, shall be provided to constituents thirty (30) days prior to the Constituency meeting at which a vote will be taken. The text of the proposed amendment and a statement of its purpose and effect shall be provided to constituents fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 6. Approval by Mayor.

After adoption of a proposed amendment to the Charter of the PDA, as set forth herein, by the Council and Constituency, the proposed amendment shall be filed in duplicate with the City of Seattle's Clerk and a copy provided to the City's public development authority coordinator. The Mayor may approve or disapprove the proposed amendment. If the Mayor approves the proposed amendment, he or she shall cause to be issued duplicate originals of the revised charter, each signed by the Mayor and bearing the City seal attested by the City Clerk. One original shall be retained by the City Clerk as a public record, and the other shall be delivered to the PDA. If the Mayor does not approve the proposed amendment, he or she will notify the PDA and will provide an explanation of the reason for nonapproval.

Section 7. Effective Date of Amendments to Charter.

Amendments to the Charter proposed by the PDA shall take effect and become part of the Charter upon the filing of the Mayor's approval with the City of Seattle Clerk.

Section 8. Effective Date of Amendments to Rules and Regulations.

Amendments to the Rules and Regulations shall not take effect until ten (10) days after filing of the same with the City of Seattle Clerk, unless such amendment(s) shall have been passed by unanimous vote of the Council and the Constituency (if affected by the amendment), and an earlier date be set.

## ARTICLE XII

### RECORDS AND REPORTING REQUIREMENTS

Section 1. Establishment and Maintenance of Office and Records.

The PDA shall:

1. Maintain a principal office within the limits of the City;

2. File and maintain current with the City of Seattle Clerk a listing of all officials, their position, and their business address, their business phone numbers; the address of its principal office and all other offices used by it; and a current set of its Rules and Regulations; and

3. Maintain all PDA records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14.

Section 2. Public Records.

The public shall have access to records and information of the PDA to the extent required by state law and City of Seattle ordinance and this Charter.

Section 3. Annual Report.

The PDA shall:

1. Within three (3) months of the end of its fiscal year; file an annual report with the City of Seattle Clerk, the City Council, and the City's public development authority coordinator containing a certified statement of assets and liabilities, income and expenditures and changes in its financial position during the previous year; a summary of significant accomplishments; a list of depositories used; a projected operating budget for the current fiscal year, and a separate capital budget when annual capital expenditures are expected to exceed One Hundred Thousand Dollars (\$100,000); a summary of projects and activities to be undertaken during the current year; a list of corporate officials and a list of officers bonded pursuant to Seattle Municipal Code 3.110240(c); and

2. Within six (6) months of the end of its fiscal year, file an audited and Council-certified statement of assets and liabilities, income and expenditures, and changes in financial position.

## ARTICLE XIII

### COMMENCEMENT

The PDA shall commence its existence effective upon filing its Charter as issued and attested.

## ARTICLE XIV

### DISSOLUTION

#### Section 1. Dissolution.

Dissolution of the PDA shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the PDA and the winding up of its affairs, all of the rights, assets and property of the PDA shall pass to and be distributed according to the terms of the applicable grant agreements or covenants with the federal government, or agreements with donors, or other parties made at the time of acquisition, or to a qualified entity specified in Seattle Municipal Code 3.110.490.

#### Section 2. Dissolution Statement.

Upon enactment of a resolution by the City Council for dissolution of the PDA, or by the PDA for its own dissolution other than for purposes of merger or reorganization in a plan approved by the Mayor, the PDA shall file a dissolution statement signed by its chief executive officer setting forth:

1. The name and principal office of the PDA;
2. The debts, obligations, and liabilities of the PDA and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution;
3. Any pending litigation or contingent liabilities;

4. The Council resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever the dissolution be voluntary; and

5. A list of persons to be notified upon completion of dissolution.

## ARTICLE XV

### REVIEW

#### Section 1. PDA Actions Requiring Special Disclosure and Review.

To ensure full public disclosure and scrutiny of PDA actions that may have substantial impacts on the merchants, tenants, residents, lessees, licensees, and social service organizations in the Market Historical District, and to ensure that the traditional character of the Public Market is preserved, the PDA shall comply with the special review and disclosure provisions of this Article as described in Section 2 for each of the following proposed actions:

1. Encumbrance of any PDA interest (excluding individual tenant leases) in any property in the Market Historical District;

2. A change in the established primary use of a main arcade, building, or major section of a building other than an individual tenant space within the PDA-owned properties in the Market Historical District;

3. Demolition, substantial alteration, or construction of a major addition (excluding individual tenant improvements and like-kind building repairs or replacements) to a building within the Market Historical District;

4. The purchase or development of any rights in real property; and

5. Entering into a real property lease agreement (excluding individual Market tenant leases) for a term longer than one year.

State law provisions permitting exemptions for any particular activities or documents from mandatory public openness or disclosure shall only be available to the PDA to the extent not inconsistent with the special review and disclosure requirements imposed by Sections 1 and 2 of this Article.

Section 2. Special Public Disclosure and Review.

1. At least forty-five (45) days prior to a final vote of the PDA Council on each proposal of the type described in Section 1 of this Article, the PDA shall deliver a brief written notice of the proposed action to the City of Seattle public development authority coordinator, to each Seattle daily newspaper of general circulation, and to the most recent addresses in the PDA's files for the Chairperson and board members of the Pike Place Market Constituency, the Pike Place Merchants' Association, the Pike Place Market Historical Commission, the Market Foundation, the Daystall Tenants, Association, Market Housing, Friends of the Market, and each other Market or public interest group or newspaper, or other medium that has filed the appropriate names and addresses with the PDA within the preceding twelve (12) months.

2. At least thirty-one (31) days prior to a final vote of the PDA Council on each proposal of the type described in Section 1 of this Article:

(a) The PDA shall prepare a written analysis of the possible impacts of the proposal on the merchants, tenants, residents, licensees, lessees, and social service organizations.

(b) The PDA shall submit a written summary of its written analysis to each group entitled to notice under subsection 2(a) of this Article, to all other organized interest groups in the Market, and to each Seattle daily newspaper of general circulation; copies of the summary shall also be made readily available to members of the general public.

(c) Copies of the full written analysis shall be made readily available for inspection upon request at the PDA's principal office.

3. The written analysis required by subsection 2(b) of this Article must contain at a minimum the following:

(a) A complete description of the proposal;

(b) An explanation of the reasons for the proposal based upon the general purposes and responsibilities of the PDA as described in Article IV of this Charter, the Pike Place Historical District Ordinance 100465, as amended, and the Pike Place Market Urban Renewal Plan as amended;

(c) A review of how the proposal complies with applicable state and local laws and deed restrictions that govern uses of PDA properties in the Market Historical District;

(d) A description of the anticipated financial impacts of the proposal, including borrowing costs, interest rates, cash flow projections, repayment schedules, and the financial effect, if any, upon tenants in the Market;

(e) A discussion of all feasible alternatives and options, and of the advantages and disadvantages of the proposal;

(f) A schedule of opportunities for public response and the expected timing of the PDA decision.

4. At least five (5) days prior to a final vote of the PDA Council on each proposal of the type described in Section 1 of this Article, the PDA shall have compiled public comments received and prepared a written report responding directly to the comments made. The report shall be provided to the members of the PDA Council and the City's public development coordinator and shall be made readily available on request to all Market interest groups and to

members of the general public. The PDA Council shall demonstrate it responsibly considered all public comments in its deliberations on the proposal.

Section 3. Review Required for Less Major Actions.

To the extent practicable, any proposal of the PDA not described in Section 1 of this Article that substantially affects any farmer, resident, merchant, tenant, social service organization, licensee, or lessee within the Pike Place Market Historical District shall be submitted to the Pike Place Merchants' Association, the Pike Place Market Constituency, and the Daystall Tenants Association prior to its adoption by the PDA. To the extent practicable, any such proposal shall include a specific analysis of the likely impact of the proposal on any farmer, resident, merchant, tenant, social service organization, licensee, or lessee who will be substantially affected by the proposal and shall be submitted in a time and manner that affords a reasonable time to review and comment on the proposal prior to its adoption. Any recommendation to any such proposal shall not be binding upon the PDA but shall be responsibly considered by the PDA in its own deliberations on the proposal.

Section 4. Merchants.

In addition, the PDA will endeavor to incorporate present occupants of the Pike Place Market area into any future development plans for the area. To the extent practicable, Market merchants doing business at the time this Charter is adopted shall be given an opportunity to participate in such plans by either retaining their present locations under criteria specified by such plans or by relocating elsewhere in the Pike Place Market area. In the case of relocation, present merchants shall be given preference over comparable new businesses seeking locations appropriate for such business in the Market area.

Section 5. Additional Review.

In addition to the review described in sections 1 through 3 above, there shall be such further and additional review of proposals and decisions of the Council of the PDA as may be provided for in federal, State, and City of Seattle laws and ordinances and in the Rules and Regulations.

ARTICLE XVI

MISCELLANEOUS

Section 1. Geographic Limitation.

The PDA may conduct activities outside the City of Seattle upon a determination by the Council that each such activity will further the purposes of the PDA but only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto.

Section 2. Bonding.

The Treasurer of the PDA and any other officials responsible for PDA accounts and finances, shall file with the PDA fidelity bonds in an amount determined adequate and appropriate by the Council. Such officials may hold such positions only as long as such bonds continue in effect. The PDA shall notify the Mayor in its annual report of the officials responsible for PDA funds, accounts and finances, the names of such officials and the amounts of the bonds prescribed for them, and confirm that such bonds are currently in effect.

Section 3. Safeguarding of Funds.

PDA funds shall be deposited in a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time to time issue.

Section 4. Insurance.

The PDA shall maintain in full force and effect public liability insurance in an amount specified by the Mayor sufficient to cover potential claims for bodily injury, death or disability, and for property damage, which may arise from or be related to projects and activities of the PDA, naming the City as an additional insured.

Section 5. Code of Ethics.

No current corporate official or employee shall engage in conduct prohibited under Seattle Municipal Code 3.110.560. Uncompensated officials and employees and designated compensated employees shall annually by April 15 file statements of economic interest as required under Seattle Municipal Code 3.110.570. The Council shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Council determinations under Seattle Municipal Code 3.110.580 shall be provided to the Seattle Ethics and Elections Commission for its information. The Commission, in its discretion, may comment on any determination and provide its comments to the Council.

Section 6. Discrimination Prohibited.

1. As provided in Seattle Municipal Code 3.110.260, neither Council nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, marital status, sexual orientation, political ideology, or the physical handicap of a capable person. The Council shall take steps to ensure equality of employment opportunity as provided in the Code.

2. PDA use of funds provided to it by the City after January 1, 1985, shall be subject to the requirements of Seattle Municipal Code chapter 20.46 (Women's and Minority Business Utilization).

Section 7. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations.

Section 8. Hierarchy of Governing Law.

Generally, in the event of a conflict, the following sources of authority shall prevail in descending order of supremacy.

Federal law and regulation

State law and regulation

The City of Seattle ordinances and regulations

This Charter

PDA Council Rules and Regulations

Bylaws of the Constituency.

This revised charter reflects the charter as issued June 23, 1973, and amended on March 17, 1976, September 21, 1976, March 19, 1985, October 1, 1992 and November 3, 1993; and amendments approved by me this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Greg Nickels, Mayor

Attest: \_\_\_\_\_

