

(The following action condemned the Puwamish River R/W)

"Fred H. Newell, D. Hamm and Frank H. Paul as Commissioners of Commercial Waterway District No. 1 of King County, State of Washington, petitioners vs Phillip Abey & Jane Doe Abey, his wife, et al dependents."

Cause # 82673 -

Vol 416 of Commissioners Journal - page 1 has a complete judgement

File - Puwamish. In the name of

September 18 1934

Honorable Board of Public Works,  
Seattle, Washington.

Gentlemen:

I am handing you herewith Bond No. 18164 of The Maryland Casualty Company of Baltimore, prepared in accordance with requirements of the United States Engineer Department in order that it may comply with the requirements of Resolution 11345 of the Seattle City Council passed December 8, 1933, in connection with the proposed dredging of Duwamish Waterway and the deposit of waste material in that portion of Airport Way lying within the city limits, to the extent of approximately 40,000 cubic yards.

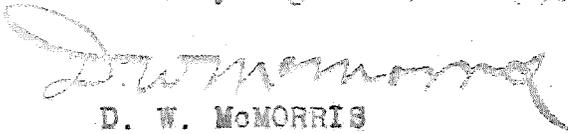
While King County as yet has not completed the purchase of that portion of Airport Way within the county, it has secured written permission to have the same filled to the extent of approximately 100,000 cubic yards, in accordance with the proposed requirements of Airport Way, and has duly executed a bond in the sum of \$11,000 to guarantee the construction of necessary bulkheads or dikes to retain said fill within the limits of said street, in accordance with its resolution No. 5310, dated April 2, 1934, said bond being dated September 10, 1934.

Please execute the enclosed bond in duplicate, together with the application attached thereto, and return them to this department for further action.

Yours very truly,

THOMAS R. BEEMAN,  
City Engineer.

By

  
D. W. McMORRIS  
Assistant City Engineer

DWM-w  
Bond in Duplicate  
and Application Enclosed.

92  
Duwamish Waterway  
Airport Way

IN RE AIRPORT WAY

Memorandum

At a conference held this 14th day of August, 1934, in the City Engineer's office, there was present:

Mr. M. T. Crawford, of the Puget Sound Power & Light Co.

Mr. Jones, Right of Way Agent of King County.

Mr. D. W. McMorris, Assistant City Engineer.

In discussing transfer of the central sixty feet (60') of the old interurban right of way to the city and county respectively, for street and highway purposes, those present agreed upon the appraisal of the Seattle Real Estate Board, dated December 28, 1932, giving a value of one cent per square foot, as the price to be paid for the right of way.

It was tentatively agreed that right would be given to the city and county respectively to fill the remaining twenty foot (20') strip on each side of said central 60 feet, to the full height of the established grade of Airport Way, said filling to be done without cost to the grantors.

It was also tentatively agreed by Mr. Crawford that the following provision might be inserted in the deed of conveyance, to-wit:

"The grantor hereof will give the right to adjoining property owners to use said twenty foot strip for access--for ingress and egress--under suitable restrictions which will allow grantor to retain full and unrestricted right for transmission and distribution line purposes."

The city and county respectively will be required to pay the costs of moving such poles as would have to be moved to permit the improvement of the 60 foot central portion; and it was stated that the poles are located approximately 300 feet apart, and it would probably cost \$50 per pole for removing and placing, and \$25 per span for transferring wires--credit to be given for the value of poles which would be wasted or necessarily cut for the purpose of removal.

*Dunsmuir Wh  
Dredging  
See also  
Airport Way*

COURT MANAGER  
BY  
1934

May 29 1934

Maryland Casualty Company  
Alaska Building  
Seattle Washington

Attention Mr. Walter E. Morris

Gentlemen:

I am returning herewith surety bond, Your No. 18037, dated March 28, 1934, in the sum of \$5000, duly executed by your company and by the City of Seattle by its Board of Public Works, together with copy of letter from the War Department under date of May 26, 1934, stating that bids for the improvement for which said bond was prepared have been rejected and that the work will not be done for some time.

I am asking you, therefore, to cancel said bond.

Thanking you for your courtesy in supplying this bond pending the determination as to the necessity for its use, I am,

Yours very truly,

M. O. SYLLIAASEN

City Engineer

By

D. W. McMORRIS  
Assistant City Engineer

DWM-w

Enclosure

cc Board of Public Works

COURT ENGINEER,

City Engineers Office

COPY  
-W  
5-29-34

WAR DEPARTMENT  
United States Engineer Office  
412 Federal Office Bldg.

*Original in  
Central File*

May 26, 1934

The City Engineer,  
Seattle, Washington.

Dear Sir:

The bond for \$5,000 forwarded with your letter of March 29, 1934, is returned herewith, as the work will not be done for some time.

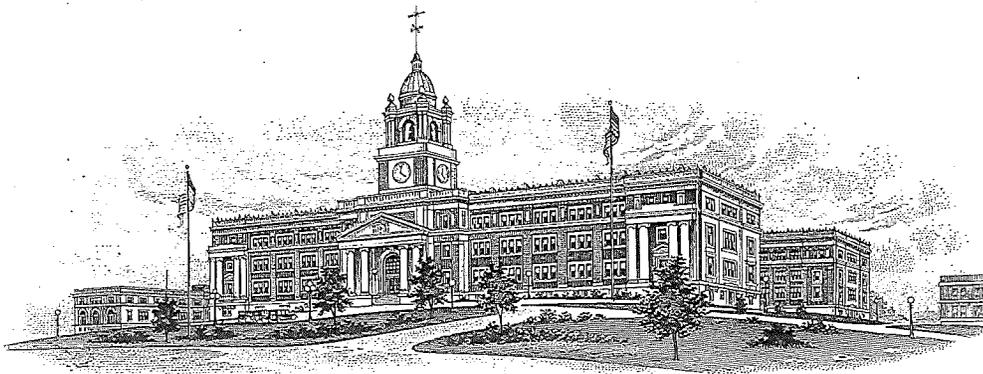
The bids for dredging Duwamish Waterway, opened April 23, 1934, were rejected as excessive.

Very truly yours,

C. L. Sturdevant  
Lt. Col., Corps of Engineers,  
District Engineer.

1 Incl.:  
Bond

COURT ENGINEER:  
War Engineer Office



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

THIEME, MORRIS, HANSEN & ROWLAND  
INCORPORATED

Resident Agents

606-7-8-9 Alaska Building  
SEATTLE, WASHINGTON

*E. 0502*

April 11th, 1934

D. W. McMorris, Assistant,  
City Engineer's Office,  
County City Building,  
Seattle, Washington

Dear Sir:

Re: #18037 - City of Seattle.

We are wondering if it has been decided what is to be done regarding the use of the \$5000.00 Indemnity Bond on behalf of the City of Seattle and in favor of the U.S.A., covering the dumping of certain material to be dredged from the Duwamish Waterway.

We have been holding our file open until we could ascertain whether the bond would be used and would, therefore, appreciate you advising us.

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, INC.,

By

*Walter K. Morris*  
Vice-President.

WEM:HG

*Bond has been returned - Contract not awarded. D.W.M. 6/8/34*

COURT ENGINEER,  
City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS

899

January 3 1930

Thieme, Morris, Hanson & Rowland, Inc.,  
Alaska Building,  
Seattle Washington.

Gentlemen:

Referring to the bond given by the City of Seattle in favor of the United States Government in the sum of \$50,000, to guarantee furnishing of the place of deposit for the material to be dredged from the Duwamish Waterway, I have to advise that I have received through the Board of Public Works of the City of Seattle copy of a letter from Major John S. Butler, Corps of Engineers, copy of which is enclosed herewith, notifying the city that the obligation under said bond has been fulfilled and there is no reason for a continuation of the bond.

As stated to you in my letter of December 13, 1929, the work of dredging the Duwamish Waterway was completed September 4, 1929. However, considerable delay was necessary to enable the Government to issue final release of the bond.

Please take such action as you feel is justified in submitting whatever bill for bond extension you feel the city should pay.

Yours very truly,

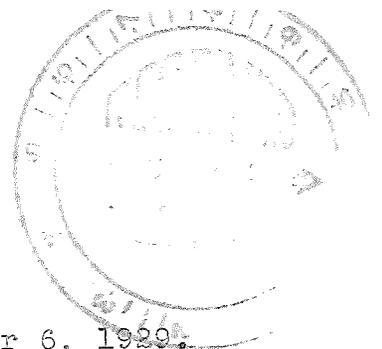
W. D. BARKHUFF  
City Engineer

By *[Signature]*  
Assistant City Engineer

DWM-w

THE CITY OF SEATTLE

ROOM 234 COUNTY-CITY BUILDING



December 6, 1929.

*Duncan*

Re: Bond Release

Mr. W. D. Barkhuff, ✓  
City Engineer.

Dear Sir:--

The following quoted letter from Jno. S. Butler, Major, Corps of Engineers, District Engineer, War Department, dated 11/25/29, was before the Board at its meeting today.

-----  
"I have been authorized by the Chief of Engineers U. S. Army, to notify you that the obligation under your bond of \$50,000 given to insure the United States a suitable place of deposit of dredged material and the bulkheads, has been fulfilled, and that there is no reason for a continuation of the bond."  
-----

The Board referred the matter to the City Engineer for termination action.

Respectfully,

BOARD OF PUBLIC WORKS

jhs

cc to McMorris

*G. W. Roberge*

G. W. Roberge  
Secretary

✓

Mr. Fil [unclear] and

~~has~~ this

~~plan been approved~~

~~Sept 2~~ June

By

Mr. Bankhoff

~~Sept 27~~

Went to B. of P. W. on Sept 27<sup>th</sup> not approved

in the away hands

JWE

OFFICE OF CITY ENGINEER  
Seattle, Washington

In Re: Duwamish Avenue, Paving,  
Resolution No. 10117.

October 7, 1929.

Mr. W. D. Barkhuff,  
City Engineer.

Dear Sir:

In reference to Mr. Boyle's letter of October 2 in regard to plans on Duwamish Avenue, Paving, Resolution No. 10117, I wish to advise you that we have made provision in this plan for the final location of street car tracks in the center of Duwamish Avenue, paving the central portion of the street with 7" pavement, calculating that this pavement will be used approximately five years before the remainder of Duwamish Avenue, south of Corson Avenue, will be widened and the rebuilding of the street car tracks necessitated on account of the widening of the street, the ties and rails having served their time in their present location.

Special construction is required at both ends of the present improvement, if the Railway Department is forced to make this change at this time, necessitating considerable expense on that public utility. As far as accidents and the crossing of the tracks are concerned, it must be done either

at Lucile Street or Corson Avenue, as the tracks south of Corson Avenue are now located on the easterly side of the street.

We believe that the people in Georgetown will see the necessity of the widening of Duwamish Avenue as soon as this one block is completed and it probably will be within the next five years when the remainder of Duwamish Avenue to the south will be widened and repaved. I understand now that certain improvement clubs are recommending a levy of a mill and possibly as high as three mills for aiding in just such work as this, where arterial highways are entering the City. You will remember that the people in Georgetown vigorously opposed any widening of the streets south of Corson Avenue at the time this condemnation was proposed and the Council, acting upon their protest, recommended that Duwamish Avenue be not widened south of Corson Avenue.

Very respectfully,

IWE-KB

*J. W. Ensbury*  
District Engineer.

*Mr. E. J. ... ✓  
The Embury*

October 3, 1929. ✓

*cap ✓  
JWE.*

RE: PLANS - DUWAMISH AVENUE, PAVING, ETC.  
RES. 10117 -

Honorable Board of Public Works  
Mr. G. W. Roberge, Secretary,  
City of Seattle

Gentlemen:

I am opposed to the present plan for Duwamish Avenue paving, for the reason that it would add greater confusion to traffic than now exists, unless the street car tracks are re-located and put in the center of the street.

The northbound traffic on Corson Avenue will not cross the cartracks; they will be led to take the left hand side of the tracks going in which at peak hours will lead to accidents and entanglements of traffic.

We think it is only a matter of time until Duwamish Avenue will be opened up its full width to Vale Street. We think, therefore, that some preparation should be made for the cartracks in the middle of the proposed street between Corson and Lucile Streets.

Very truly yours,

D. A. Boyle, Superintendent,  
Department of Streets & Sewers

DAB/ACS



The original bond was expired April 4, 1929 and my understanding is that petition has been made for four months additional extension of time. Please submit bill for additional premium which you recommend that the City should pay.

Very truly yours,

W. D. BARKHUFF,  
City Engineer

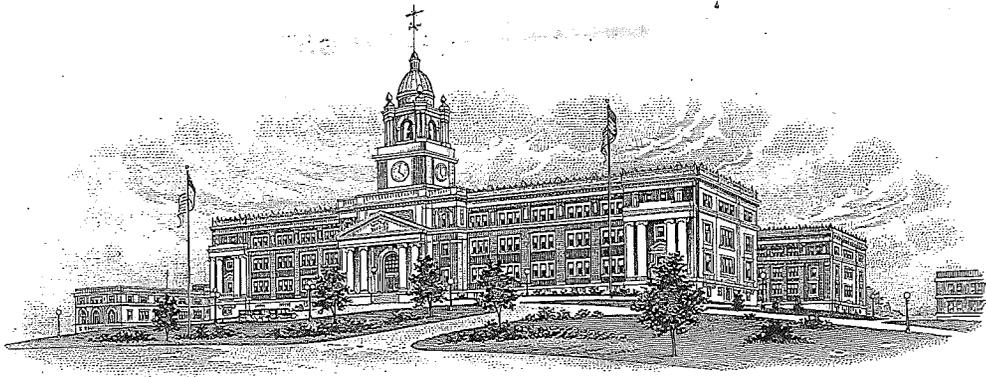
By

  
Court Engineer

DWM/M

COURT ENGINEER,

City Engineer Office



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

THIEME, MORRIS, HANSEN & ROWLAND  
INCORPORATED

Resident Agents  
606-7-8-9 Alaska Building  
SEATTLE, - WASHINGTON

Oct. 29, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Bldg.  
Seattle, Wash.

Dear Sir: RE: 15185 CITY OF SEATTLE

We wish to thank you for your letter of  
October 25th and shall await your early  
advice as to the termination of the City's  
Indemnity Bond to the United States  
Government.

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

Vice-President

WEM:IC

City Engineer's Office

CASUALTY INSURANCE AND SURETY BONDS

*[Handwritten signature]*

December 6, 1929.

Re: Bond Release

Mr. W. D. Berkhoff,  
City Engineer.

Dear Sir:--

The following quoted letter from Jno. S. Butler,  
Major, Corps of Engineers, District Engineer, War Department,  
dated 11/25/29, was before the Board at its meeting today.

-----  
"I have been authorized by the Chief of Engineers  
U. S. Army, to notify you that the obligation under  
your bond of \$50,000 given to insure the United States  
a suitable place of deposit of dredged material and the  
bulkheads, has been fulfilled, and that there is no  
reason for a continuation of the bond."  
-----

The Board referred the matter to the City Engineer  
for termination action.

jhs

cc to McMorris ✓

Respectfully,

BOARD OF PUBLIC WORKS

G. W. Roberge  
Secretary

Duwamish Waterway.

December 3, 1929.

Major John S. Butler,  
U. S. District Engineer Officer,  
Seattle, Washington.

Dear Sir:

Ordinance No. 53120, approved June 8, 1927, appropriated the sum of \$45,000.00 from the "Seattle General Municipal Improvement Bonds, 1926 Construction Fund", and authorized the City Comptroller to draw and deliver and the City Treasurer to honor and pay a warrant payable to the order of "Disbursing Officer, United States Engineer Office, Seattle, for deposit", in order to comply with the terms of cooperation required by the Federal Government in connection with the improvement of the Duwamish Waterway.

Ordinance No. 53865, approved October 8, 1927, authorized and directed the Board of Public Works to execute a bond on behalf of the City of Seattle in favor of the Disbursing Officer, United States Engineer Office, Seattle, Washington, in the sum of \$50,000.00, as a guarantee that local interests would meet the terms of cooperation required by law for the completion of the Duwamish Waterway, as provided by Congress in River and Harbor Act of March 3, 1925,

\* \* \*

W. J. ...  
City Engineer's Office

I have been informed that the work of dredging Duwamish Waterway has been completed and the work finally accepted by the Federal Government and that there remains of funds advanced by the City of Seattle the sum of \$9524.00, which is to be refunded to the City of Seattle. This should be done by check or warrant drawn in favor of H. L. Collier, City Treasurer, to the credit of the fund from which the appropriation was originally made, that is to say, "Seattle General Municipal Improvement Bonds, 1926 Construction Fund", which may be noted on accompanying voucher, and official notice should be given to be furnished to the bonding company furnishing the above bond that the work has now been finally accepted by the Federal Government, in order that said bond may be released.

Trusting that you will find the above statement in order and thanking you for the very cordial and effective co-operation that has continued during the entire progress of this work, I am

Yours very truly,

W. D. BARKHUFF  
City Engineer

By

Assistant City Engineer

DWM-KB

COOPERATIVE

City Engineers Office

8

Duwamish Waterway.

December 3, 1929.

Major John S. Butler,  
U. S. District Engineer Officer,  
Seattle, Washington.

Dear Sir:

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\* \* \*

CC-1 - Enclosure

12-3-29

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Trusting that you will find the above statement in order and thanking you for the very cordial and effective co-operation that has continued during the entire progress of this work, I am

Yours very truly,

W. D. HAKENOFF  
City Engineer

By

DNK-KB

Assistant City Engineer

DUWAMISH WATERWAY DREDGING

30 M @ \$40.00	-----	\$1200.00
Cleaning	-----	2000.00
Maximum, 150,000 Cubic Yards, free		
635,000 @ 12¢	-----	<u>-75,200.00</u>
		78,400.00

Fixed Charges

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Any material in addition to above available south of 8th Avenue Bridge will be placed at eleven cents per cubic yard.

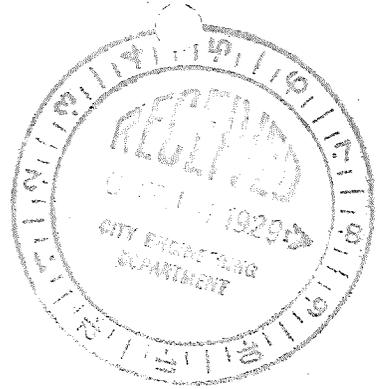
Based on uniform fill covering an area approximately within Elevation plus 3.3 contour, City Datum. Maximum allowable variation in elevation, 6" plus or minus.

The above estimate is based on cash payment.

In order to begin work at the north end, it will be necessary for us to guarantee the full depth of channel at final completion.

Some shoaling might take place north of the south end of Harbor Island, requiring dredge to cover ground the second time. Should such shoaling take place, will guarantee cost of removal not to exceed \$8,640.00, based on cost of operation of dredge at \$1080.00 per 24-hour day.

H. S. MIDDLEMISS  
COLUMBIAN BUILDING  
WASHINGTON, D. C.



October 8, 1929.

*Swamy*

City Engineer,  
Seattle, Washington.

Dear Sirs:

The Board of Engineers for Rivers & Harbors, War Department, today held a public hearing relative to the proposed improvement of "Duwamish Waterway, Seattle Harbor, Washington, above Fourteenth Street."

At this hearing the various elements of the proposed improvement were discussed, including the present and potential commerce on the Waterway, the development of industrial sites on this and other sections of the Duwamish, etc., etc.

As it is believed that you are particularly interested in the project and may require for your information and files a copy of the report of the proceedings had before the Board in this matter, an order blank on which is stated how the report may be obtained is enclosed herewith for such use as you care to make of it.

Very truly yours,

*H. S. Middlemiss*

Reporter to the Board of  
Engineers for Rivers & Harbors.

*Take up with  
Howard W. Baker*

*[Faint handwritten notes and a rectangular stamp area]*

79  
~~79~~

ORDER BLANK

BOARD OF ENGINEERS FOR RIVERS AND HARBORS, WAR DEPARTMENT HEARING ON

Duwamish Waterway, Seattle Harbor, Washington.

---

H. S. MIDDLEMISS,

192

Shorthand Reporter,

Columbian Building,

Washington, D. C.

Sir: Please furnish to the undersigned  $\left. \begin{array}{l} \text{copy} \\ \text{copies} \end{array} \right\}$  of your report of the testimony and statements, etc., presented at the hearing before the Board of Engineers for Rivers and Harbors, War Department, in connection with the above matter, for which payment will be made to you at the rate of fifteen cents (15c) per folio for each copy furnished. Send the reports with your bill to:

NOTE: "The Board employs an outside Reporter to record hearings and purchases only one copy of the transcript. When available, this copy may be read in the office of the Board by those who so desire. The Reporter is authorized to sell additional copies upon order, for which his price is 15 cents per folio of one hundred words. A single page generally contains about two hundred and fifty words. Persons desiring to order copies must make their own arrangements with the Reporter." (From the Record.)

(IF PORTIONS OF THE REPORT ONLY ARE DESIRED, PLEASE SO INDICATE)

October 25, 1929.

Thieme, Morris, Hansen & Rowland, Inc.,  
606 Alaska Building,  
Seattle, Washington.

Attention: Mr. Morris, Vice President.

Gentlemen:

I have your letters of July 25, September 25 and October 11, all in regard to indemnity bond No. 15185 in connection with the improvement of Duwamish Waterway, and have discussed certain phases of this work with you verbally from time to time, but have not as yet been able to secure the official statement of release by the Government, which I understand is necessary for you to have before we can close the matter of the bonds. My information is that the work was completed and released under date of September 4, but the official letter to us giving that information will probably be delayed yet for two or three weeks and I am writing you now in view of the long delay that has been occasioned since the completion of the work before the official notification can issue.

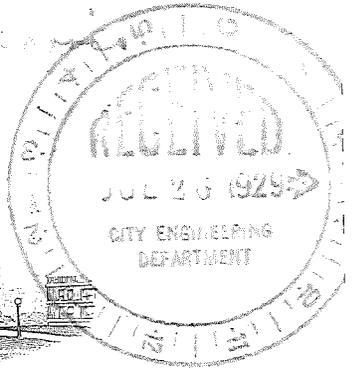
As soon as I shall have received the official notification I will take up the matter with you of final adjustment of your claim for policy.

Yours very truly,

W. D. BARKHUFF  
City Engineer

By   
Court Engineer

COURT ENGINEER  
City Engineers Office  
DWA-KB



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"  
PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

**THIEME, MORRIS, HANSEN & ROWLAND**  
INCORPORATED  
Resident Agents  
606-7-8-9 Alaska Building  
SEATTLE, WASH.

July 25, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Building  
Seattle, Washington

Dear Sir: Re: 15185 Indemnity Bond

You will remember that we billed the City for four months premium some time ago on the City's Indemnity Bond to the United States Government, which continued the bond until August 9, 1929.

We are now wondering whether it will be possible to secure termination of the bond on or before that date, or whether a further extension of the bond will be necessary.

Can you inform us?

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

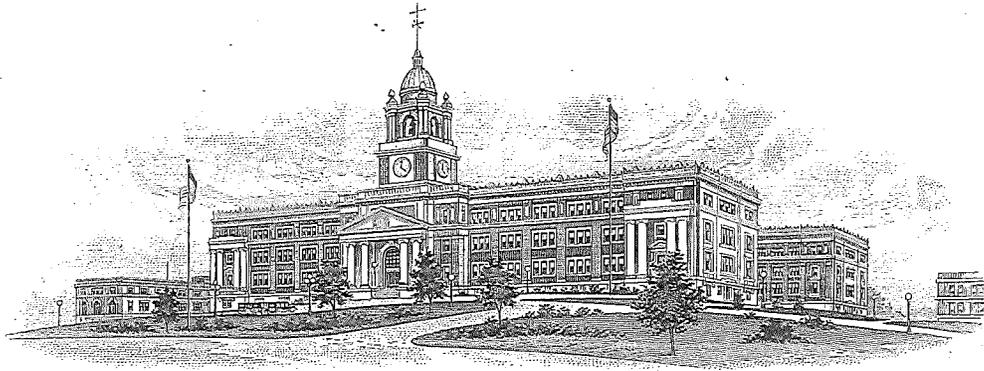
Vice-President

WER:FC

COURT ENGINEER,  
City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS

77 c



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE. - BALTIMORE

THIEME, MORRIS, HANSEN & ROWLAND  
INCORPORATED

Resident Agents

606-7-8-9 Alaska Building

SEATTLE, - WASHINGTON

Sept. 25, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Bldg.  
Seattle, Wash.

Dear Sir: Re: 15185 City of Seattle

Confirming our recent conversation, will you be kind enough to secure from the proper officer of the U. S. Government information setting forth the date on which the Government authorized termination of liability on Indemnity Bond of the City of Seattle in connection with the Duwamish Fill?

Thanking you for this assistance, we are

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

Vice-President

WBM:FC

COURT ENGINEERS

City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS

77  
486



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

THIEME, MORRIS, HANSEN & ROWLAND  
INCORPORATED

Resident Agents

606-7-8-9 Alaska Building

SEATTLE, - WASHINGTON

Oct. 11, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Bldg.  
Seattle, Wash.

Dear Sir: Re: 15185 CITY OF SEATTLE

Referring to our recent conversation regarding the termination of liability under the City's indemnity bond to the U. S. Government in connection with the Duwamish Fill, it is our understanding that you are endeavoring to secure definite termination evidence from the Government which will be furnished us as soon as possible. We shall then cancel our file on this case and render statement for the earned premium on the bond.

Awaiting your further advice, we are

Your's very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

Vice-President

WEM:FC

COURT ENGINEER

City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS

77

DWM

Enlany reports that  
bond of City on  
Dwainest W. W. Dudgey  
can be released -

Govt accepts same on  
Sept 4 - report of  
P. A. B. & Co

W. H. N.

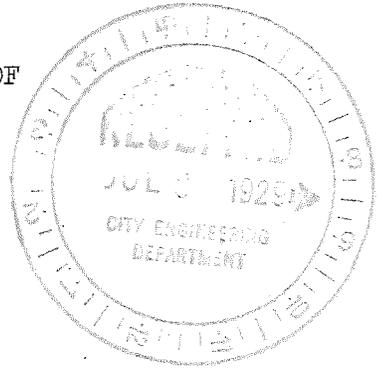
COURT ENGINEER,  
City Engineers Office

File No. \_\_\_\_\_

PUBLIC NOTICE RELATIVE TO PROPOSED IMPROVEMENT OF  
DUWAMISH WATERWAY, SEATTLE HARBOR, WASHINGTON,  
ABOVE FOURTEENTH STREET.

---o---

WAR DEPARTMENT,  
THE BOARD OF ENGINEERS FOR RIVERS AND HARBORS,  
Room 2848 Munitions Building,



2999/12

Washington, D. C.  
July 5, 1929.

TO WHOM IT MAY CONCERN:

The River and Harbor Act approved March 3, 1925, contained provision for a preliminary examination of "Duwamish Waterway, Seattle Harbor, Washington, above Fourteenth Street." The required examination was made by the district engineer, and pursuant to favorable recommendations thereon, a survey was authorized. The report of the district engineer on the survey is favorable to the extent of recommending a channel 15 feet deep and 150 feet wide from Fourteenth Avenue South to the head of the waterway, with a turning basin at the upstream end 500 feet long and 250 feet wide, and a settling basin with a capacity of 100,000 cubic yards.

In accordance with law, the report has been referred to the Board of Engineers for Rivers and Harbors for consideration and recommendation. From the information presented, the Board is not convinced of the advisability of the United States undertaking any additional improvement at this locality at the present time for the following reasons:

The extension of the improvement above Fourteenth Street is equivalent to creating an artificial channel through mud flats exposed at low water. Undeveloped sites for industries are available on the portion of the stream now under improvement. The general benefits to commerce and navigation are not believed sufficient to warrant Federal expenditures at the present time.

All parties interested in the improvement are invited to submit, within a period of thirty days from the date of this notice, statements and arguments bearing upon the necessity for the improvement in the interests of commerce and navigation. Such statements should be addressed to "The Board of Engineers for Rivers and Harbors, Room 2848 Munitions Building, Washington, D.C." Should a hearing be desired, this can be arranged by correspondence with the Board.

THE BOARD OF ENGINEERS FOR RIVERS AND HARBORS.

CITY ENGINEER,  
City Engineers Office

Duwamish Waterway  
Dredging

May 31 1929

Maryland Casualty Company,  
Thieme, Morris, Hanson  
and Rowland  
606-7-8-9 Alaska Building  
Seattle Washington

Gentlemen:

I am returning herewith bill for the extension of Policy 15185 issued to the City of Seattle in the sum of \$50,000, guaranteeing the compliance with the terms of co-operation required by the Federal Government in connection with the Duwamish Waterway.

In accordance with conversation had with your Mr. Morris, I have approved and passed for collection bill extending the above bond for four months from April 4, 1929. I anticipate that this will fully cover the period during which the work will be in progress. The bill will be paid June 25.

Yours very truly,

W. D. BARKHUFF,  
City Engineer,

By:   
Court Engineer

DWM-w

Enclosure.



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

HOME OFFICE - BALTIMORE

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

**THIEME, MORRIS, HANSEN & ROWLAND**  
INCORPORATED  
Resident Agents

606-7-8-9 Alaska Building

SEATTLE,

WASH.

April 8, 1929.

Mr. D. W. McMorris  
Court Engineer  
County-City Bldg.  
Seattle, Washington

Dear Sir:

Pursuant to our recent conversation we wish to say that the annual date of the \$50,000 bond given by the City of Seattle to the United States of American on April 9, 1928 will be April 9, 1929, and unless the bond is to be terminated very soon, it will, of course, be necessary to charge an additional annual premium of \$500.00 for the current year. It is our understanding, however, that you intend to take this matter up with the Government officials with a view to terminating liability under the bond if possible.

We will, therefore, appreciate your advice at as early date as possible so that we may either terminate the liability or enter the annual premium if the bond is to be continued.

Thanking you for your assistance, we are

Yours very truly,

THIEME, MORRIS, HANSEN, & ROWLAND, Inc.

*Walter K. Morris*

Vice-President

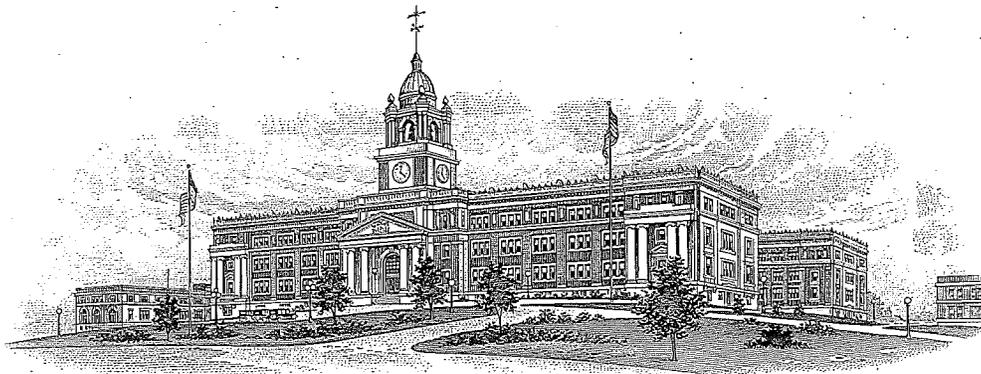
*Mr. McMorris - Above was written  
prior to our conversation today  
just let matters ride  
until you hear from  
government as to bond  
requirements*

WTH:FC

COURT ENGINEER,

CASUALTY INSURANCE AND SURETY BONDS

607 EDWARDS BUILDING



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

**THIEME, MORRIS, HANSEN & ROWLAND**  
INCORPORATED

Resident Agents

606-7-8-9 Alaska Building

SEATTLE,

WASH.

May 9, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Building  
Seattle, Washington

Dear Sir: Re: 15185-Indemnity Bond

We are wondering whether you have as yet heard from the United States Government definitely regarding the continuation of the \$50,000 bond of the City of Seattle in connection with the Duwamish Waterway Project.

Thanking you for your advice, if possible, as to the continuation of this liability.

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

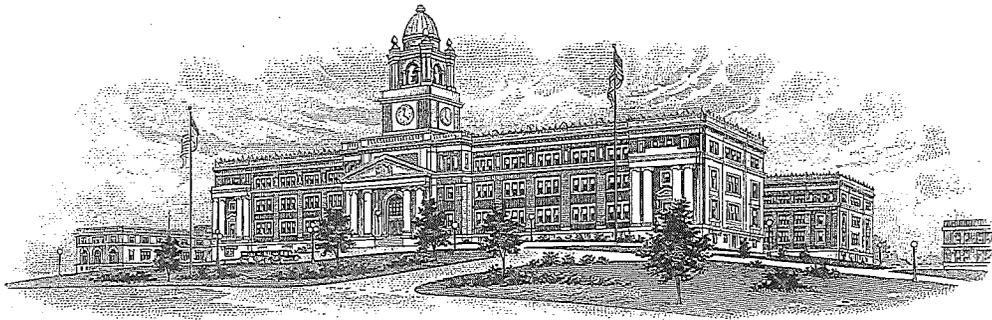
MAURICE MORRIS

Vice-President

COURT ENGINEER,

City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS



INCORPORATED 1898

# MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER  
AND QUOTE CAPTION

HOME OFFICE - BALTIMORE

**THIEME, MORRIS, HANSEN & ROWLAND**  
INCORPORATED

Resident Agents

606-7-8-9 Alaska Building

SEATTLE, WASH.

May 23, 1929

Mr. D. W. McMorris  
Court Engineer  
County-City Building  
Seattle, Washington

Dear Mr. McMorris:

Re: 15185 - Indemnity Bond

We are wondering whether you are now in position to state definitely what is to be done in the matter of the indemnity bond given to the United States Government by the City relative to the Duwamish fill.

The premium year expired on April 9th and the surety company is charging up against us a renewal premium for the current year.

Thanking you for your kind attention, we are

Yours very truly,

THIEME, MORRIS, HANSEN & ROWLAND, Inc.

By

Vice-President

WCM:FC

City Engineers Office

CASUALTY INSURANCE AND SURETY BONDS

January 2nd, 1929

Mr. George B. Avery,  
Supt. of Public Utilities  
Seattle, Washington

Dear Sir:

To make way for dredging operations in the Duwamish Waterway, the 8th Avenue South drawbridge will be closed January 5th to 7th inclusive, to all land traffic.

If on account of unforeseen difficulties in dredging operations the above schedule can not be met, further notice giving change in dates for closing the span to land traffic will be given.

Yours very truly,

W. D. BARKHOFF  
City Engineer

By

Court Engineer

JAD-L

cc. Street Dept.  
Police Dept.  
Fire Dept.  
King Co. Engineer  
U. S. Engineers  
Seattle Times  
Seattle Star  
Seattle P.I.

COURT ENGINEER  
City Engineer's Office

OFFICE OF CITY ENGINEER

January 3rd, 1929

Bridge Tenders,  
8th Avenue South Bridge  
Seattle, Washington

ATTENTION: Mr. J. K. Hockaday

Gentlemen:

It has been arranged to close the 8th Avenue South Drawbridge January 5th to 7th inclusive, to allow the dredge now working in the Duwamish Waterway to excavate both channels at this point. It is expected that the dredge will reach the bridge and commence on the east channel about midnight, Friday. Unforeseen trouble in the dredging operations may delay the time set and you are hereby instructed to keep yourself informed and do not close the bridge to land traffic until the dredging operations make it necessary.

It is planned to disconnect the submarine cables and remove them from the west channel while the dredge is working in the east channel. While the submarine cables are out of commission you will be obliged to use kerosene lanterns for warning signals on the span. Place two or more red lanterns on each approach while the span is open, and take any other precaution necessary to safeguard the public.

Yours very truly,

*J. B. Dunford*  
Bridge Maintenance Engineer

JAD-L

January 3rd, 1929

Mr. D. A. Boyle,  
Supt. of Streets & Sewers  
Seattle, Washington

Dear Sir:

Referring to your letter of January 2nd relative to closing the 8th Avenue South drawbridge, and confirming our conversation with your Mr. Bollong this a.m., please place the necessary street closing barricades and signals at the main approaches to this bridge. We will place additional red lanterns on the roadway near the open span and keep all red lanterns in service.

Yours very truly,

W. D. BARKHUFF  
City Engineer

By

  
Bridge Maintenance Engineer

JAD-L

File No. \_\_\_\_\_

RESOLUTION NO.

WHEREAS, Duwamish Waterway has been duly established by the Commissioners of Commercial Waterway District No. 1 from West Waterway to 14th Avenue South, and

WHEREAS, the City of Seattle has heretofore cooperated with the Federal Government, the Commissioners of said Commercial Waterway District No. 1 and King County in all matters pertaining to the improvement of said waterway so established, and

WHEREAS, a public hearing has been called by the local District Engineer's office, to be held in the auditorium of the Chamber of Commerce on the 10th instant at the hour of 10 a.m., for the purpose of securing the views of interested parties in regard to the preliminary examination of Duwamish Waterway, Seattle Harbor, Washington, above 14th Avenue South, directed by the Rivers and Harbors Act of March 3, 1925, and,

WHEREAS, the City of Seattle has in the past cooperated with said Commercial Waterway District No. 1, the Federal Government and King County in improving said waterway, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, That the City will continue to cooperate with the Federal Government and local interests in all matters pertaining to the improvement of said Duwamish Waterway after and when extended above 14th Avenue South Bridge in all proper proceedings having due regard to the interests of the City in such matters.

Passed the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 1928, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_ 1928.

\_\_\_\_\_  
President of the City Council

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 192 .

\_\_\_\_\_  
City Comptroller and Ex-Officio City Clerk

By \_\_\_\_\_  
Deputy Clerk

Date of first publication \_\_\_\_\_

\_\_\_\_\_  
City Comptroller and Ex-Officio City Clerk

By \_\_\_\_\_  
Deputy Clerk.

DWM/M  
8-2-28

DUWAMISH WATERWAY DREDGING

Total estimated Excavation		1,202,000 C.Y.
4th Avenue South Fill	105,500 C.Y.	
Kenyon Street Fill	130,000 C.Y.	
Airport	800,000 C.Y.	
Ladd Estate	<u>166,500 plus</u>	
	1,202,000 C.Y.	

NOTE: The Ladd Estate, through the dredging contractor, can take about 325,000, total, leaving a margin of possible dumping ground of 158,500 C.Y.

Of the \$50,000. hitherto deposited with the Federal Government as the amount of local interests payments necessary to complete the dredging of the waterway, it is expected at this time that approximately \$5,000. may be returned to the City. This, of course, can not be finally determined until the dredging has been completed.

*Wm. R. ...*  
*611 5812.0 ...*

COURT ENGINEER  
W. R. ...

*Agreement*

WITNESSETH that whereas the river and harbor act of March 2, 1919, provided for the maintenance of the Duwamish Waterway, Seattle Harbor, to a depth of 20 feet and to a width of 150 feet at mean lower low water as far south as Eighth Avenue South Bridge, provided, that no part of said appropriation shall be available for said purpose until said improvement shall be completed to project dimensions to said point, provided. further, that local interests shall furnish a place of deposit for the dredged material <sup>and</sup> in the bulkheads necessary to confine such material; ~~and~~ <sup>and</sup>

WHEREAS, the above channel was completed by local interests and accepted by the Secretary of War for maintenance <sup>on</sup> ~~under date of~~ \_\_\_\_\_; <sup>and</sup>

WHEREAS, the river and harbor act of March 3, 1925, adopted a project for the improvement of Seattle Harbor, Washington: Duwamish Waterway, in accordance with the report submitted in House Document No. 108 68th Congress, first session, and subject to the conditions set forth in said document, which conditions are that local interests shall contribute 50% of the cost of the work, furnish bulkheaded areas for deposit of dredged material, and assume the cost of overhaul to points more than 2000 feet from the dredge; and

WHEREAS, the United States is now prepared to complete the project on compliance by local interests with the terms set forth in the act of March 3, 1925; and

WHEREAS, the cash contribution required by said act has been <sup>made</sup> complied with,

now therefore, the City of Seattle does hereby covenant and agree

as follows: That it will provide <sup>access to water</sup> places of deposit for the material excavated from the Duwamish Waterway <sup>maintaining the channel authority of the act of March 3, 1925</sup> in completing the project in

accordance with the above mentioned act of March 3, 1925, ~~such~~

~~areas to be~~ within 2000 feet of the place where the material will

be excavated and that the City of Seattle will bulkhead these areas

so as to confine the material placed thereon by the United States,

and that it will bulkhead these areas <sup>sufficiently</sup> so far in advance of the time

when such deposit is to be made by the United States <sup>that no</sup> so as not to

<sup>interfere with</sup> delay dredging operations.

The said City of Seattle will furnish a satisfactory bond in the sum of \$50,000 guaranteeing the performance of the above agreement.

Q No. Ms M. O. M. M. M.

Duwamish Waterway

Copy

OFFICE OF THE CITY ENGINEER  
S e a t t l e,

July 26, 1928.

Re:  
Filling Airport.  
Kenyon St.

Mr. W. D. Barkhuff,  
City Engineer.

Dear Sir:

In reference to the letting of contract for Kenyon Street et al improvement by filling, I wish to advise you that the County Commissioners have accepted an agreement presented by the Puget Sound Bridge & Dredging Company for filling the Airport. The filling of the airport will take practically all the surplus earth in the waterway.

Under these conditions, I think the City should award this contract, so that the contractors can proceed with the work.

Very respectfully,

I. W. EMBURY (Signed)  
District Engineer.

IWE:C

COPY:

KING COUNTY,  
State of Washington,  
Seattle,

July 27, 1928

Office of the City Engineer,  
Seattle, Wash.

ATTENTION OF MR. EMBURY:

Dear Sir:

In accordance with your request, we are submitting the following motion passed by the Board of County Commissioners in regular session July 17, 1928, for your information:

"Communication was received from the Puget Sound Bridge & Dredging Company in regard to dirt to be used at the Seattle Airport, and on motion their proposition as to amount of material and price as set forth in said communication was accepted by the Board."

This office has already furnished you with a copy of the communication from the Puget Sound Bridge & Dredging Company.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS,  
George A. Grant, Clerk of the Board,

By (Signed) C. F. GAGE,  
Deputy.

CFG/ICR

CITY ENGINEER,  
City Engineers Office

COPY:  
FD-- 7-27-20.

July 9, 1928.

County Commissioners,  
County-City Building,  
Seattle, Wash.

Gentlemen:

In connection with our contract with the U. S. Engineer Corps for the dredging of the Duwamish Waterway, we will be pleased to place a portion of the material excavated upon the Airport site under the following terms and conditions:

1. A maximum of 150,000 cubic yards within the 2000 foot free-haul limit without charge;
2. 655,000 cubic yards additional material beyond the 2000 foot free-haul limit but not exceeding a total haul of 5000 feet, for the sum of 12¢ per cubic yard.
3. Place any bulkheading necessary for the sum of \$40.00 per M. board measure for labor and material.
4. Any material in addition to the above which may be available south of 8th Ave. bridge or within reasonable overhauling distance as determined by the contractor, will be placed for the sum of 11¢ per cu. yd.
5. This tender is based on cash payment by monthly estimates. The quantity of material to be paid for to be determined by the U.S. Engineer Corps from soundings taken in the river before and after dredging and shall be the total quantity of material actually excavated while the dredge is discharging upon the Airport property, less said quantity of 150,000 cu. yds.
6. It is understood and agreed that the fill shall be placed to an approximately level grade within the plus 3.3 contour city datum. Due to the unavoidable inaccuracies of filling, the contractors shall be allowed ~~xxxxxxx~~ a leeway of 6" plus or minus from the established grade. In the event of the fill reaching an elevation of more than 6" above the grade, the contractor will not be required to remove the surplus material but no additional charge will be made to the County.
7. In order to begin work at the North end of the Duwamish River project, it will be necessary for us to guarantee the full depth of channel to final completion. Some shoaling might take place North of the south end of Harbor Island, requiring the dredge to cover this ground the second time. Should such shoaling take place, we will remove same at the rate of \$1,080.00 per 24-hour day for use of dredge and guarantee the total cost to County not to exceed \$8640.00. In consideration of our starting at the North end for your accommodation, you agree to pay for this dredging if any.

63  
#20

County Commissioners -2-  
July 9, 1928.

to pay us for this redredging, if any.

8. It is further understood ~~that~~ and agreed that the Commissioners will proceed with the condemnation of the property within the Airport site to the end that there will be no delay in our dredging operations. However, should an unavoidable delay occur, the contractor will retain the option of being relieved of this agreement without cost to him or to delay proceedings with the filling until a later date.

Yours very truly,

PUGET SOUND BRIDGE & DREDGING CO.,

By (Signed) N. W. McCURDY, Vice Pres.,  
per D. W. Stuver, Vice Pres.

HWM:RH

# 22

COPY:  
FD-- 7-27-28

July 30, 1928.

Puget Sound Bridge & Dredging Co.,  
Central Bldg.,  
Seattle, Wash.

Attention Mr. McCurdy.

Dear Sir:

The Board of County Commissioners in regular session July 17th, after due consideration of your communication regarding dirt to be furnished for Boeing Field, have on motion accepted your proposal as set forth in said communication to furnish 150,000 cubic yards within the 2000 free-haul limit without charge, and 635,000 cubic yards of additional material beyond the 2000 foot free-haul for 12¢ a cubic yard.

Yours very truly,

Board of County Commissioners,  
Geo. A. Grant, Clerk of Board

By- C. F. Gage, Deputy.

CFG:ICR

#62

E. L. BLAINE,  
FINANCE  
PHILIP TINDALL,  
STREETS AND SEWERS  
OTTO A. CASE,  
DEPARTMENT EFFICIENCY  
JOHN E. CARROLL,  
CONFERENCE  
OLIVER T. ERICKSON,  
CITY UTILITIES

File No. \_\_\_\_\_  
**The City of Seattle**

LEGISLATIVE DEPARTMENT

JOHN E. CARROLL, PRESIDENT

ROBERT B. HESKETH,  
LICENSE  
A. LOU COHEN,  
PUBLIC SAFETY  
W. T. CAMPBELL,  
HARBORS AND PUBLIC GROUNDS  
WM. HICKMAN MOORE,  
JUDICIARY AND FRANCHISE

June 26, 1928

The Honorable,  
The Board of County Commissioners,  
Seattle.

Gentlemen:

On October 14, 1927, you appointed Messrs. Philip Tindall, J. F. Welborn, Thos. D. Stinson, Don Evans, W. C. Morse and myself, a committee to take up with the United States Government the matter of acquiring dirt from the Duwamish Waterway to be used for filling the Air Port Site, and this is to inform you that the United States Government is now ready to furnish up to 750,000 yards of earth for filling the Air Port Site.

Yours very truly,

Wm. Hickman Moore, Chairman.

WMH:AP

*Mr. W. M. ...*

July 9, 1928.

County Commissioners,  
County-City Bldg.,  
Seattle, Wash.

Gentlemen:

In connection with our contract with the U.S. Engineer Corps for the dredging of the Duwamish Waterway, we will be pleased to place a portion of the material excavated upon the Airport site under the following terms and conditions:

1. A maximum of 150,000 cubic yards within the 2000 foot free-haul limit without charge.
2. 25,000 cubic yards additional material beyond the 2000 foot free-haul limit but not exceeding a total haul of 5000 feet, for the sum of 12¢ per cubic yard.
3. Place any bulkheading necessary for the sum of \$40.00 per M. board measure for labor and material.

**COPY**

4. Any material in addition to the above which may be available South of 8th Avenue bridge or within reasonable overhauling distance as determined by the contractors, will be placed for the sum of 11¢ per cubic yards

5. This tender is based on cash payment by monthly estimates. The quantity of material to be paid for to be determined by the U.S. Engineer Corps from soundings taken in the river before and after dredging and shall be the total quantity of material actually excavated while the dredge is discharging upon the Airport property, less said quantity of 150,000 cys.

6. It is understood and agreed that the fill shall be placed to an approximately level grade within the plus 3.3 contour city datum. Due to the unavoidable inaccuracies of filling, the contractors shall be allowed a leeway of 6" plus or minus from the established grade. In the event of the fill reaching an elevation of more than 6" above the grade, the contractor will not be required to remove the surplus material but no additional charge will be made to the county.

7. In order to begin work at the North end of the Duwamish River project, it will be necessary for us to guarantee the full depth of channel to final completion. Some shoaling might take place North of the South end of Harbor Island, requiring the dredge to cover this ground the second time. Should such shoaling take place, we will remove same at the rate of \$1,000.00 per 24 hour day for use of dredge and guarantee the

PUGET SOUND BRIDGE & DREDGING CO.

811 CENTRAL BUILDING  
SEATTLE, WASHINGTON

County Commissioners -2-  
July 9, 1928.

total cost to County not to exceed \$8640.00. In consideration of our starting at the North end for your accomodation, you agree to pay us for this dredging, if any.

8. It is further understood and agreed that the Commissioners will proceed with the condemnation of the property within the Airport site to the end that there will be no delay in our dredging operations. However, should an unavoidable delay occur, the contractor will retain the option of being relieved of this agreement without cost to him or to delay proceeding with the filling until a later date.

Yours very truly,

PUGET SOUND BRIDGE & DREDGING CO.

COPY

BY *H.W. McCurdy - Vice Pres.*  
*Per W.W. Thomas, V.P.*

REC-101

COURT ENGINEER,  
City Engineer

No. \_\_\_\_\_ Bidder \_\_\_\_\_

File No. \_\_\_\_\_

(Do not write above this line).

STANDARD GOVERNMENT FORM OF INVITATION FOR BIDS  
(CONSTRUCTION CONTRACT)

Proposal No. 28-191

War Department,  
United States Engineer Office,  
602 Burke Building,  
Seattle, Washington.  
April 14, 1928.

SEALED BIDS, in duplicate, subject to the conditions contained herein, will be received until 12 (noon), May 15, 1928, and then publicly opened, for furnishing all labor and materials and performing all work for dredging in the Duwamish Waterway, Seattle Harbor, Wash.

Where copies of plans are requested, they will be furnished at 50 cents for each sheet. This amount will not be returned.

Guarantee will be required with each bid as follows: In the amount of \$10,000. (See paragraph 8 of Instructions to Bidders).

Performance bond will be required as follows: In an amount approximately equal to and not less than 50 per centum of the estimated amount of the contract within 10 days after being notified of the acceptance of the proposal.

Liquidated damages for delay will be prescribed. (See par. 3 of the specifications.)

Partial payments will be made. (See par. 5 of the specifications.)

Article on patents will be made a part of the contract. (See par. 31 of specifications.)

Bids must be submitted upon the standard Government form of bid and the successful bidder will be required to execute the standard Government form of contract for construction.

The right is reserved, as the interest of the Government may require, to reject any and all bids, to waive any informality in bids received, and to accept or reject any items of any bid, unless such bid is qualified by specific limitation.

Envelopes containing bids must be sealed, marked, and addressed as follows:

Bid for dredging in Duwamish Waterway, Wash.  
To be opened May 15, 1928.

U. S. Engineer Office,  
602 Burke Building,  
Seattle, Wash.

Note. - See standard Government instructions to bidders and copy of the standard Government form of contract, bid bond, and performance bond, which may be obtained upon application.

MAINTENANCE AND IMPROVEMENT OF EXISTING RIVER AND HARBOR WORKS, FOR HARBOR  
AT SEATTLE, WASH.

SPECIFICATIONS.

I. Description of the site and work.

1. Location. - The work to be done is in the Duwamish Waterway which is tributary to Seattle Harbor, Wash.

2. Work to be done. - The work to be done is dredging a channel in the Duwamish Waterway, from its connection with the West Waterway to the Fourteenth Avenue South Bridge, of the following dimensions: 200 feet wide and 30 feet deep at mean lower low water from deep water in the West Waterway to First Avenue South, 150 feet wide and 20 feet deep at mean lower low water from First Avenue South to Eighth Avenue South, and 150 feet wide and 15 feet deep at mean lower low water from Eighth Avenue South to Fourteenth Avenue South, and a turning basin with an average length of 600 feet and a width of 350 feet and a depth of 20 feet at mean lower low water between First Avenue South and Eighth Avenue South, as shown on sheet 3 of map.

3. Commencement, prosecution, and completion. - The contractor will be required to commence work under the contract within 30 calendar days after the date of receipt by him of notice to proceed, to prosecute the said work with faithfulness and energy, and to complete it within 15 months after said date of receipt of notice to proceed; provided, that should the total quantity of material to be paid for actually removed under the contract exceed the quantity on which bids will be canvassed as stated in paragraph 13 of these specifications, additional time will be allowed at the rate of 30 calendar days for each 80,000 cubic yards in excess of such estimated quantity.

In case of failure on the part of the contractor to complete the work within the time thus determined and agreed upon for its completion, the contractor shall pay to the Government as liquidated damages the sum of \$30.00 for each calendar day of delay until the work is completed or accepted.

4. Sundays, and holidays. - No work shall be done on Sundays or on days declared by Congress as holidays for per diem employes of the United States except in cases of emergency, and then only with the written consent of the contracting officer.

5. Payments. - Payments will be made monthly on estimates of such material as has been excavated and deposited in accordance with the specifications and not included in any prior estimate, except that 10 per cent of the amount of each estimate will be retained until the full completion and acceptance of all work covered by the contract: Provided, however, That the contracting officer, at any time after 50 per cent of the work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full.

6. Award of contract. - Subject to the rights reserved in the invitation for bids, the work will be awarded as a whole to one bidder.

7. Maps. - The work shall conform to map in three sheets marked Duwamish Waterway, Seattle Harbor, Wash., File E/12/2/25, which forms a part of the specifications, and which is filed in the United States engineer office at 602 Burke Building, Seattle, Wash. This map may be seen at this office and should be consulted by intending bidders before submitting proposals.

8. Physical data. - The range of tide at Seattle between mean lower low water and mean higher high water is 11.28 feet and the extreme tidal range is about 19 feet. The Duwamish River, which discharges into Seattle Harbor through the Duwamish and West Waterways, is not subject to excessive floods. The river and tidal currents in the waterway are moderate. The waterway is not exposed to storms nor to wave action, and the harbor and waterway are open throughout the year.

There are five bridges over that portion of the waterway on which dredging is to be done under this contract as follows:

Drawbridge of City of Seattle at West Spokane Street. This bridge has a horizontal clearance of 150 feet and a vertical clearance, when closed, of 53 feet at mean lower low water.

Swing bridge of City of Seattle at West Spokane Street. This bridge has a horizontal clearance of 80 feet and a vertical clearance, when closed, of 41 feet at mean lower low water.

Drawbridge of Northern Pacific Railway, located a short distance upstream from the city bridges. This bridge has a horizontal clearance, when closed, of 80 feet and a vertical clearance of 18 feet at mean lower low water.

The swing bridge of the City of Seattle at First Avenue South. This bridge has two channels, each with a horizontal clearance of 112 feet and a vertical clearance, when closed, of 33 feet at mean lower low water.

The swing bridge of the City of Seattle at Eighth Avenue South. This bridge has two channels, each with a horizontal clearance greater than 75 feet with a vertical clearance, when closed, of 31 feet at mean lower low water.

Rules and regulations to govern the operation of these bridges may be had from this office on application.

9. Bench marks. - The plane of reference of mean lower low water as used in these specifications is that determined by the following bench mark:

Located on the southeast corner casting on the southeast corner of Northern Pacific Railway Bridge over Duwamish Waterway near West Spokane Street. The exact point is marked with an X. The plane of mean lower low water is 19.314 feet below this bench mark.

10. Condition of channel. - The present channel was dredged by local interests and has the following dimensions: Between the West Waterway and a point 1600 feet north of the First Avenue South Bridge there is a channel 20 feet deep and nearly 150 feet wide. Above this point the former channel has shoaled and the controlling depths below mean lower low water are now as follows:

Between First and Eighth Avenue South from 18 to 3.5 feet.

" Eighth and Fourteenth Avenue South from 4 to 2 feet.

11. Traffic. - The traffic consists of tug boats, log rafts, fishing vessels, and, below Eighth Avenue South, a small number of ocean going vessels.

12. Overdepth dredging and side slopes. - To cover unavoidable inaccuracies of dredging processes, material actually removed to a depth of not more than 1 foot below the required depth will be estimated and paid for at half contract price.

Material actually removed, within limits approved by the contracting officer, to provide for final side slopes not flatter than 1 on 2, but not in excess of the amount originally lying above this limiting side slope, will be estimated and paid for, whether dredged in original position or after having fallen into the cut. In computing the limiting amount of side-slope dredging net dimensions, without allowance for overdepth, will be used. Material taken from beyond the limits above described will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side-slope dredging, and will not be paid for. Nothing herein shall be construed to prevent payment, under the provisions of paragraphs 17 and 18, for the removal of shoals within the limits of dredging prescribed in paragraph 2, whatever the ultimate source of the material in such shoals.

13. Quantity of material. - The total estimated quantity of material necessary to be removed from within the specified limits, exclusive of allowable overdepth, to complete the work described in paragraph 2 is 1,014,300 cubic yards place measurement.

This amount plus 100 per cent of the maximum quantity of estimated overdepth, will be used as a basis for canvassing bids, and for determining the estimated amount of the contract.

The maximum amount of allowable overdepth dredging is estimated to be 91,700 cubic yards place measurement.

Within the limits of available funds the United States reserves the right to require the removal of such yardage as will complete the work, be it more or less than the quantity above estimated, and final payment will not be made until the work is so completed.

14. Character of materials. - The material to be removed is believed to be sand and silt with some forest trash, but bidders are expected to examine the work and decide for themselves as to its character and to make their bids accordingly, as the United States does not guarantee the accuracy of this description.

15. Work covered by price bid. - The price bid per cubic yard for dredging shall cover the cost of removal and disposition of all material encountered except ledge rock. The removal of ledge rock, if found, will not be required. Material to be classified as ledge rock must be of such composition as, in the opinion of the contracting officer, shall require blasting or use of special plant for its removal, and shall not include fragments of rock or boulders capable of being removed by the dredge in one piece. Should ledge rock be encountered, the contractor shall remove therefrom all such overlying materials as, in the judgment of the contracting officer, can be removed by the use of the plant specified in the accepted proposal, or the equivalent of such plant.

II. MEASUREMENT

16. Method of measurement. - The material removed will be measured by the cubic yard in place by means of soundings or sweepings taken before and after dredging. The maps already prepared (par. 7) are believed to represent accurately the average existing conditions; but they will be verified and corrected, if necessary, by soundings taken shortly before dredging is begun in any locality. Soundings or sweepings will be made, as far as practicable, of the entire area dredged, as the work progresses, and, so far as practicable, the contractor will be advised of the result before anchors are shifted. Monthly deductions for excessive overdepth or side-slope dredging (par. 12) and monthly payments for approximate net results will be based upon these surveys.

17. Final examination and acceptance. - As soon as possible after the completion of the entire work, the area will be examined thoroughly by sounding and by sweeping, as deemed advisable by the contracting officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the contractor will be required to remove them by dragging the bottom or by dredging, at the contract rate for dredging; but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived, in the discretion of the contracting officer. The contractor or his authorized representative will be notified when soundings are to be made, and will be permitted to accompany the sounding party. When the entire work is found to be in a satisfactory condition, it will be accepted finally. Should more than two sweeping operations by the United States over an area be necessitated by reason of work for the removal of shoals disclosed at a prior sweeping, the cost of such third and any subsequent sweeping operations will be charged against the contractor at the rate of \$30.00 per calendar day for each calendar day in which the United States sweeping plant is engaged in sweeping and/or is en route to or from the site or held at or near the said site for such operations.

Final estimates will be based entirely on the difference between the last soundings made before dredging and the results of the last examination, subject to proper deductions or correction of deductions for excessive overdepth dredging or excessive side-slope dredging (par. 12.) Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened, after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

18. Shoaling. - Should the last examination of the contract work, extended to include the entire area, show shoaling since the previous season's work, or shoaling for which the contractor is evidently not responsible, and which shall include shoals in the finished channel formed by the natural lowering of side slopes, between the time of dredging and that of the last examination herein referred to, redredging at the contract price, so far as permitted by available funds, may be done if agreeable to both the contractor and the contracting officer.

19. Equivalent measurements. - When necessary for any cause to convert "scow measurement" into "place measurement," or the reverse, 5 yards of the former will be taken as the equivalent of 4 yards of the latter.

III. CONDUCT OF WORK

20. Order of work. - The work is to be carried on at such localities and also in such order of precedence as may be found necessary by the contracting officer. The location and limits of the work to be done will be plainly indicated by the contracting officer or his agents by stakes and ranges or otherwise, and gauges will be established to show the stage of water with reference to the datum plane for dredging. The contractor may be required to suspend dredging at any time when for any reason the gauges or ranges can not be seen or properly followed.

In order that the contractor may receive payment the full depth required under the contract must be secured in the whole of the area worked over as the work progresses, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by special decision of the contracting officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening.

21. Disposal of excavated material. - The material excavated must be transported and deposited within the areas shown on the map, which areas will be bulkheaded without expense to the contractor. The particular areas or parts of these areas that will be filled will be designated by the contracting officer.

Provided that a bidder submits with his bid an adequate description of a dumping ground other than that stipulated in these specifications, such deviation as to the place of disposal will be considered in making the award. If, after the award of the contract, a dumping ground other than that stipulated in these specifications is proposed, its acceptance will be subject to the approval of the contracting officer. In either event the contractor shall obtain the written consent of the owners of the substituted grounds and furnish evidence thereof to the contracting officer before proceeding with the work. All expenses incurred in connection with providing and making available such dumping grounds shall be borne by the contractor, and all materials deposited thereon, and all operations in connection therewith shall be at the contractor's risk.

22. Misplaced material. - Any material that is deposited elsewhere than in places designated or approved by the contracting officer will not be paid for, and the contractor may be required to redredge such material and deposit it where directed.

Should the contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the contracting officer may be dangerous to or obstruct navigation, he shall recover and remove the same with the utmost dispatch. The contractor shall give immediate notice, with description and location of such obstructions, to the contracting officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirement, such obstructions may be removed by the contracting officer, and the cost of such removal may be deducted from any money due or to become due the contractor, or may be recovered under his bond.

23. Lights. - The contractor shall keep proper lights each night between the hours of sunset and sunrise, upon all floating plant connected with the work, upon all ranges and other stakes in connection with it, when necessary in the opinion of the contracting officer, and upon all buoys of such size and in such locations as to endanger or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect. If work at night is permitted by the contracting officer (see par. 4), the contractor shall maintain, from sunset to sunrise, such lights on or about his plant as the contracting officer may deem necessary for the proper observation of the dredging operations.

24. Obstructions. - The United States will not undertake to keep the channel free from vessels or other obstructions except to the extent of such regulations, if any, as may be prescribed by the Secretary of War, in accordance with the provisions of section 7 of the river and harbor act approved August 8, 1917. The contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

#### IV. SUPERVISION

25. Inspection. - The work will be conducted under the general direction of the contracting officer, and will be inspected by inspectors appointed by him, who will enforce a strict compliance with the terms of the contract. The inspectors will keep a record of the work done, and see that the gauges, ranges, and other marks are kept in proper order; but the presence of the inspector shall not relieve the contractor or his responsible agent (see art. 8 of the contract) of any responsibility for the proper execution of the work. The contractor will be required:

(a) To furnish on the request of the inspectors the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the contractor will not be required to furnish such facilities for the surveys prescribed in paragraph 17.

(b) To furnish, establish, and maintain in good order all range marks, stakes, gauges, and buoys required for the proper execution of the dredging.

(c) To provide, when required by the contracting officer or his assistants, suitable transportation from all points on shore designated by the contracting officer to and from the various pieces of plant, and to and from the dumping grounds.

The cost of meeting all of the foregoing requirements must be included in the price bid.

Should the contractor refuse, neglect, or delay compliance with these requirements the specific facilities may be furnished and maintained by the contracting officer, and the cost thereof will be deducted from any amounts due or to become due the contractor.

the hours of sunset and sunrise, upon all floating plant connected with the  
23. Lights. - The contractor shall keep proper lights each night between

The contracting officer will furnish on the request of the contractor all survey lines, points, and elevations reasonably necessary for the setting of ranges, stakes, gauges, and buoys. Except as specified in this paragraph, in the last subparagraph of paragraph 3, and in paragraph 26, all expenses of inspection, surveys, and superintendence prior to the date fixed for the completion of the contract will be borne by the United States.

26. Accommodations and meals for inspectors. - The contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office and sleeping purposes if his plant affords facilities therefor. The room shall be fully equipped and maintained to the satisfaction of the contracting officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a comfortable bed and chair for each inspector, and washing conveniences. The entire cost to the contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the price bid for dredging.

If the contractor maintains on this work an establishment for the subsistence of his own employees he shall, when required, furnish to inspectors employed on the work, and to all United States agents who may visit the work on official business, meals of a quality satisfactory to the contracting officer. The meals furnished will be paid for by the United States at the rate of 50 cents per person for each meal.

Each bidder will state in his bid whether or not his plant will have the facilities for furnishing the accommodations and meals required by this paragraph.

#### V. PLANT

27. Bids will state the character and capacity of the plant owned or controlled by the bidder and proposed to be employed by him on the work. The plant shall be of sufficient size to meet the requirements of the work, and shall be kept at all times in condition for efficient work, all to be subject to the inspection and approval of the contracting officer.

(a) All scows must be kept in good condition, the coamings kept repaired, and the pockets provided with proper doors or appliances to prevent leakage of material.

(b) All pipe lines for hydraulic machines must be kept in good condition at all times, and any leaks or breaks along their length must be promptly and properly repaired.

No change in the plant employed on the work, which would have the effect of decreasing its capacity below the capacity of the plant named in the bid, shall be made except by written permission of the contracting officer. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply. The right is reserved to reject the bid of any bidder who can not show satisfactory evidence of the ownership or control of suitable plant.

#### VI. MISCELLANEOUS PROVISIONS

28. Experience. - After the bids are opened any bidder may be required

by the contracting officer to state whether he is now or ever has been engaged on any contract or other work similar to that proposed, the year in which it was done, and the manner of its execution, and to give such other information as will tend to show his ability to prosecute vigorously the work required by these specifications. The bid of any bidder who does not promptly comply with such a request, or who can not show to the satisfaction of the contracting officer that he has had sufficient experience to make it probable that he can successfully carry out the proposed contract, may be rejected .

29. Claims and protests. - If the contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the inspectors or contracting officer as unfair, he shall ask for written instructions or decision immediately and then file a written protest with the contracting officer against the same within 10 days thereafter, or be considered as having accepted the record or ruling. (See arts. 3 and 15 of contract.)

30. Liability of the contractor. - The contractor will be responsible that his employees strictly observe the laws of the United States affecting operations under the contract. He will comply with the laws of the United States and of the States as to the inspection of hulls, boilers, and other equipment, and the licensing of masters, engineers, and other members of the crews of his vessels. It is further understood and agreed that the contractor assumes full responsibility for the safety of his employees, plant, and materials. He shall conform to such sanitary requirements as may be prescribed by the contracting officer. (See art. 10 of contract.)

31. Patents. - The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any patented or unpatented invention, article, or appliance furnished or used in the performance of this contract, excepting patented articles required by the Government in its specifications, the use of which the contractor does not control.

32. Approval. - This contract shall be subject to the written approval of the Chief of Engineers, United States Army, and shall not be binding until so approved.

#### VII. BID AND CONTRACT

33. The bid form has an entry for the item on which estimates will be given or payments made, and no other allowances of any kind will be made unless specifically provided for in the specifications or the contract, or adjustments under article 3 of the contract.

The quantity of material as finally ascertained at the close of the contract in the unit given, and the unit price stated by the bidder in the accepted bid, will determine the total payments to accrue under the contract. The unit price bid must allow for all collateral or indirect cost connected with it.

UNITED STATES ENGINEER OFFICE,  
602 Burke Building, Seattle, Wash.  
April 14, 1928.

by the contracting officer to state whether he is now or ever has been engaged on any contract or other work similar to that proposed, the year in which it was done and the manner of its execution and to give such other

STANDARD GOVERNMENT FORM OF BID  
(CONSTRUCTION CONTRACT)

(Place) \_\_\_\_\_  
(Date) \_\_\_\_\_

To the District Engineer,  
602 Burke Building,  
Seattle, Wash.

In compliance with your invitation for bids dated April 14, 1928, and subject to all the conditions thereof, the undersigned

a corporation organized and existing under the laws of the State of  
a partnership consisting of

or an individual trading as

of the city of  
hereby proposes to furnish all plant, labor, and materials, and perform all work required for dredging a channel in the Duwamish Waterway, from its connection with the West Waterway to the Fourteenth Avenue South Bridge, in strict accordance with the specifications, schedules, and drawings, for the consideration of \_\_\_\_\_ ( ) cents per cubic yard, place measurement.

CITY ENGINEER,  
City Engineers Office

PLANT TO BE USED ON THE WORK.

(Sec par. 27 of specifications.)

Name	:	Kind	:	Capacity	:	Condition
	:		:		:	
	:		:		:	
	:		:		:	
	:		:		:	

The plant (will ) have the facilities for furnishing the accommodations and meals required by paragraph 26 of the specifications.

The undersigned agrees, upon receipt of written notice of the acceptance of this bid within 30 days after the date of opening of the bids, to execute the standard form of Government contract, in accordance with the bid as accepted, and give bond, with good and sufficient surety, or sureties, for the faithful performance of the contract, within 10 days after the prescribed forms are presented for signature.

Performance will begin within 30 calendar days after date of receipt of notice to proceed and will be completed within 15 months from that date. \*

By \_\_\_\_\_

\_\_\_\_\_  
(Business address)

Note. - Read Standard Government Instructions to Bidders before preparing this bid.

\* The words "that date" refer to date of receipt of notice to proceed.

ADDRESS REPLY TO  
THE DISTRICT ENGINEER  
602 BURKE BLDG.  
SEATTLE, WASH.

FILE NO. \_\_\_\_\_

REFER TO FILE NO. 4115.7/32

WAR DEPARTMENT  
UNITED STATES ENGINEER OFFICE  
SEATTLE, WASHINGTON HJMB/HGF

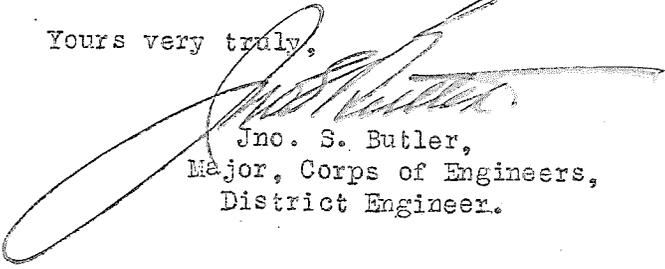
June 7, 1928.

Mr. D. W. McMorris,  
Assistant City Engineer,  
The City of Seattle,  
County-City Bldg.,  
Seattle, Wash.

Dear Sir:

Receipt is acknowledged of your letter of June 2, 1928,  
inclosing a letter from the Boeing Airplane Company relative to closing  
periods for First Avenue South Bridge over the Duwamish Waterway. For  
your information, I am inclosing a copy of a letter to that company.

Yours very truly,



Jno. S. Butler,  
Major, Corps of Engineers,  
District Engineer.

1 Incl.:  
Copy of letter to  
Boeing Airplane Co.

COPIES DESTROYED  
City Engineers Div.

ADDRESS REPLY TO  
THE DISTRICT ENGINEER  
602 BURKE BLDG.  
SEATTLE, WASH.

REFER TO FILE NO. 4115.7/33

WAR DEPARTMENT  
UNITED STATES ENGINEER OFFICE  
SEATTLE, WASHINGTON **HJMB/HCF**

June 7, 1928.

Boeing Airplane Company,  
Georgetown Station,  
Seattle, Wash.

Gentlemen:

This office is in receipt from the City Engineer, City of Seattle, of a copy of a letter written by you under date of May 12 to Mr. William Hickman Moore of the City Council relative to traffic congestion of the First Avenue South Bridge over the Duwamish Waterway.

A count of the traffic on this bridge has been made by a representative of this office during the morning and afternoon hours and it appears from a study of this count that the greater portion of the traffic is limited to the period from 7 a. m. to 7:30 and from 4 to 4:30 in the afternoon, and that if regulations were promulgated by the Secretary of War prescribing that the bridge should not be opened except to vessels of over 750 gross tons during the above mentioned periods that but little interference would result to the traffic bound to and from your plant.

Before such regulations can be issued it will be necessary either to hold a public hearing or to correspond by circular letter with all parties known to be interested. But before such action is taken it seems desirable to obtain your views as to the suitability of the proposed closing period.

Yours truly,

Jno. E. Butler,  
Major, Corps of Engineers,  
District Engineer.

Traffic congestion  
at 1st Avenue  
South Bridge.

June 2nd, 1928.

Boeing Airplane Company  
Georgetown Station  
Seattle, Washington

Gentlemen:

Attention: Mr. P. O. Johnson,  
President.

Your letter of May 12th to the Honorable William Hickman Moore has been handed me for attention.

Judge Moore has been in the hospital for sometime and has just recently returned to his apartment but will not be on duty for some weeks yet, and he asked me to attend to this matter for him.

I am enclosing herewith copy of letter to the District Engineer Officer, Major John S. Butler, who will be the one to whom any petition should be addressed looking to the modification of the closed period on said 1st Avenue South Bridge. As you are probably aware, the question of opening and closing this bridge at any and all times is within the jurisdiction of the Federal Government and we are obliged to operate thereunder. No closed period has been established for any of the bridges across the Duwamish Waterway except those at West Spokane Street and we are therefore obligated to open all bridges above West Spokane Street when called upon to do so by watercraft.

Boeing Airplane Company

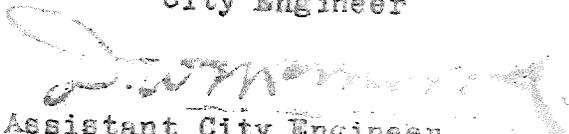
June 2nd, 1928.

In considering a modification of the closed period to be observed across the canal bridges at a hearing held some three years ago, the matter of requiring small vessels to hinge their light masts was gone into and while no instructions were issued at that time, I am inclined to believe that consideration would be given by the Federal authorities to such a request, where it can be shown that the public at large will be greatly benefited thereby and where the water traffic would not be greatly inconvenienced.

The City of Seattle I am sure will in all respects cooperate in this matter so far as they are able to do so.

Yours very truly,

W. C. MORSE,  
City Engineer

By   
Assistant City Engineer.

DWM:HK  
Enc. 1

cc. Major John S. Butler  
cc. Judge Moore

Traffic Congestion  
at 1st Avenue South  
Bridge.

June 2nd, 1928.

Major John S. Butler  
United States District Engineer  
Burke Building  
Seattle, Washington

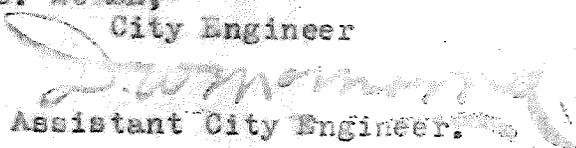
Dear Sir:

I am handing you herewith copy of letter under date of May 12th, 1928, from the Boeing Airplane Company, addressed to Judge Moore of the City Council, in re traffic congestion over and across the 1st Avenue South Bridge, to which I have been asked to reply. I am also enclosing herewith copy of my letter to the Boeing Airplane Company of this date for your information.

The City of Seattle will be quite willing to cooperate in any manner that they can in this matter, although I assume that no action can be taken unless or until a proper petition has been presented to your office by the parties interested, and I have so informed the Boeing Airplane Company.

Yours very truly,

W. C. MORSE,  
City Engineer

By   
Assistant City Engineer.

DWM:HK  
Enc. 2

cc. Boeing Airplane Co.  
cc. Judge Moore.

**BOEING AIRPLANE COMPANY**Georgetown Station**SEATTLE, U.S.A.**

May 12, 1928.

Mr. Wm. Hickman Moore,  
Seattle City Council,  
Seattle, Washington.

Subject: Traffic Congestion.

Dear Sir:

The Consolidated South District Commercial Club has recently invited your attention to conditions which exist at the First Avenue South draw bridge over the Duwamish River, and suggested that some steps should be taken to rectify a most unsatisfactory condition. The Boeing Airplane Company desires to emphasize the need for some action along the lines suggested by this Club.

During the early hours of the morning and particularly between 7:00 and 8:00 A. M. the First Ave. South bridge over the Duwamish River carries a very large amount of traffic. The Boeing Airplane Company alone is now employing in the neighborhood of 700 men, of which more than 95 per cent cross this structure. Within the next few months, we will be increasing the personnel to 900 or more.

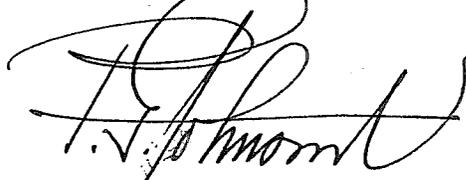
On many occasions we have had fifty or more men reporting late in the morning, because the bridge was opened to permit the passage of some small craft, towing a log raft, which occupied several minutes in passing. These tugs are so constructed that it would be relatively simple to hinge the light mast, thereby making it unnecessary to open the draw bridge to permit passage. Most of the traffic which passes during the peak hours is light enough to pass under the bridge if the light mast were properly constructed. When it is necessary

Seattle City Council,  
23402, 5-12-28.

to open the bridge, long delays are inevitable because of the slow speed of the opening, and the very slow speed of the vehicles which move up and down this section of the River. Usually on such occasions you will find two or three blocks of traffic accumulated before the bridge reopens, including both outbound and inbound vehicles. The same condition again exists between four and five P. M., although it is not quite as serious as during the morning hours.

In many other cities regulations have been enacted, requiring craft of certain sizes to hinge their light masts in order to obviate the necessity of tying up traffic. In other sections definite hours of opening have been established at bridges where minor water ways are crossed. Some action should be possible in Seattle, and early consideration of this problem is urged.

Very truly yours,



P. G. Johnson,  
President.

GWC:RPM

COPY  
L

Mem No \_\_\_\_\_  
KING COUNTY

*Orig Case File*

SEATTLE

May 29, 1928

Office of the City Engineer,  
County-City Building,  
Seattle, Washington

Attention Mr. McMorris

Dear Sir:

We hand you, herewith, copy of a report filed with the Board of County Commissioners by the Citizens Committee, reporting their findings as to the condition of the Seattle Airport.

We wish to call your particular attention to the paragraph wherein the recommendation has been made for 150,000 cubic yards of dirt which they feel is sufficient to place the field in a condition for permanent flying.

Yours very truly,

Board of County Commissioners,  
King County, Washington

By C. F. GAGE  
Deputy

CFG/ICR  
Enclosure

COPY  
LSeattle, Washington  
May 28, 1928*Frederick S. ...*

To The  
Honorable Board of  
County Commissioners of King County,  
Seattle, Washington.

Gentlemen:

Your Committee on development of the Seattle Airport respectfully submits herewith their report and recommendations for the initial development of this project, and recommends that early action be taken by your honorable body to the end that proper facilities for air transportation may be available for use as soon as possible.

Your Committee has made a thorough study of the situation and the work herein recommended is a part of the plan for future and more adequate development of this airport. The blueprint accompanying this report shows in red the land now owned by King County.

Our specific recommendations are as follows:

1. That the proceedings to acquire all land within the airport area be continued.
2. That the present runway be widened and extended 900 feet, as shown in yellow, and that this runway be rolled and topped from "A" to "B", giving a total length of 2400 feet.
3. That a second runway 1500 feet long and 150 feet wide be cleared, rolled and topped, as shown on map from "C" to "D".

(Slag for topping can be secured free of charge from Gladding-McBeam & Co.)

4. That the area north and south of the new runway, including the old bed of the Duwamish River, be cleared of brush and placed in condition for emergency landing.
5. That the areas marked "1" to "5" on map (northwest of Circle "A") be acquired as early as possible and prepared for lease for hangar space to companies operating as public carriers, and that a proper roadway connecting these sites with main runway be constructed. Hangars constructed by such private companies should be built in accordance with regulations established by your Board, and under a lease which reserves to the County the right to acquire such private improvements in the future, should this be deemed advisable at some future time. The same condition should be embodied in all leases covering private improvements on the airport site.

Hon. Board County Commissioners  
of King County

-2-

6. That the present building marked "Temporary Control House" on map be repaired and put in condition for use as such.
7. That three anemographs be purchased and installed at once to secure records of wind direction and velocity on the field.
8. That a field manager be employed and that the man so employed be one with at least five years actual experience as a pilot of aircraft.

It is the opinion of your Committee, after consulting a number of competent engineers, that the 150,000 cubic yards of fill to be secured under the contract for dredging Duwamish River, will be sufficient to place the field in condition for permanent and complete improvement and that additional filling material need not be purchased.

We further recommend to your honorable body that every effort be made to hasten the removal of the power lines on East Marginal Way and cross streets to give a safe and proper approach and take-off for the field.

We believe that the initial work outlined in the above recommendations can be done for approximately \$40,000, and respectfully recommend that such appropriation be made and work started immediately.

Our report for the complete development of the airport of which the work here recommended is a part, will be prepared and submitted to you at the earliest possible date.

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY ENGINEER,  
City Engineers Office

May 21, 1928.

Hon. Board of County Commissioners,  
King County, Washington.

Gentlemen:

The dredging of the Duwamish Waterway, proposals for which were received by the United States Engineer on the 15th instant, contemplates the excavation of something over a million cubic yards of material, and local interests, that is, the City of Seattle, County of King, and the Duwamish Waterway Commission, are obligated under the act of Congress authorizing this improvement to provide bulkheaded areas to receive said material, which will be delivered by the government contractor free, in said place of deposit within a distance of two thousand feet from said channel. It has been understood that your Honorable Body desired to obtain as much of this waste material as would be necessary to be properly used in the grading and leveling up of the proposed "Airport Site", and inasmuch as a portion of this property still remains in private ownership, in order to cooperate with the County, the City has arranged for a sanitary fill district covering that portion of the "Airport Site" within the city limits, same being authorized by Resolution No. 9350, and it has been contemplated that there would be available for such fill approximately 800,000 cubic yards of waste

W. H. BROWN,  
City Engineers Office

material from the dredging of the Duwamish Waterway under the contract before mentioned.

From the information available at the present time, it appears that said quantity of 800,000 cubic yards would be sufficient to fill the low portions of the Airport Site to a uniform elevation of Plus 3.3 City Datum and a hearing upon Resolution No. 9350, providing for such fill has been set for June 18, 1928. In the event that it is desired that this material be placed in any form other than as a flat, level surface at said elevation Plus 3.3, your Honorable Body is requested to furnish to the City the necessary detailed information as to the grade desired together with such other engineering data as is necessary to a final determination of the quantity which will be placed in said fill.

Under the contract to be awarded by the government, for which proposals have been received, there will be within said airport district within a limit of 2000 feet free haul, approximately 150,000 yards of fill required to bring said portion of the airport up to elevation Plus 3.3 which could be had without cost other than the cost of furnishing the necessary bulkheads or training works if any such were required.

However, if a contract is to be awarded for the sanitary fill, provision will be made in the specifications to enable the district to obtain all possible advantages of the obligation of the dredging contractor to furnish said 150,000 yards without cost, and the contractor therefor, whether it be the same con-

tractor who ultimately is awarded the contract for the dredging or an independent contractor, he would be required to consider this fact in making his proposal.

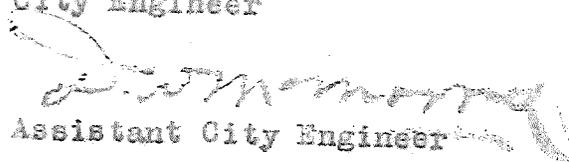
You are respectfully requested to advise this department at your earliest convenience as follows:

1. - The approximate quantity of waste material that you desire placed in the so-called "Airport Fill".
2. - The elevation to which this fill shall be constructed.
3. - In the event that said fill is to be constructed at any other than a level, flat surface, detailed grades should be worked out and furnished to this department.
4. - Engineering data which may have been secured by the county, as to the present contour or elevation of the airport site for the purpose of determining final quantities.

The above information should be available to this department as soon as practicable. It will be necessary to make return on final specifications immediately after the hearing on June 18th in order that there may be no delay.

Yours very truly,

W. C. MORSE  
City Engineer

By   
Assistant City Engineer

DWM:B

RESOLUTION NO. 2820

WHEREAS, in pursuance to a hearing had in accordance with the provisions of Resolution No. 2815, passed the 23rd day of April, 1928,

BE IT RESOLVED by the Board of County Commissioners of King County, that an emergency exists requiring the expenditure of money from the 1928 budget not provided for in the said budget for the purpose hereinafter set forth and in the amount hereinafter specified, to wit:

MISCELLANEOUS CURRENT EXPENSE FUND

IMPROVING DUWAMISH WATERWAY

Between West Waterway and Fourteenth Avenue So. \$20,000.00

PASSED this 7th day of May, 1928.

*W. D. Perkins*

*Alvin Brown*

*Frank A. Paul*  
Board of County Commissioners  
King County, Washington

ATTEST:

GEORGE A. GRANT,  
Clerk of Board

By

*C. F. Gage*  
Deputy

WAR DEPARTMENT  
United States Engineer Office  
Seattle, Washington JSB/HW

Refer to File No. 160.188

April 16, 1928.

Mr. W. C. Morse, City Engineer,  
County - City Building,  
Seattle, Wash.

Dear Sir:

I wish to acknowledge receipt of your communication dated April 16 with reference to the negotiations for the proposed dredging on the Duwamish Waterway, also, to acknowledge receipt of the duly executed bond of the City of Seattle with the Maryland Casualty Company, Baltimore, as surety, in the sum of \$50,000.00.

For your further information I will state that it is proposed to open bids in this office for this work on May 15th at 12 o'clock noon. I shall be pleased to have both the City and the County represented at that time if they consider this desirable.

With reference to the order of the dredging, I will state that it is the purpose of this office to start the dredging at the upper end of the waterway and proceed down stream until completion unless there is some special reason why this procedure should be departed from, in which case you will be duly advised.

In connection with the negotiations for this work and the local cooperation of the City of Seattle and the Commissioners of King County, I wish to advise that in my opinion a great deal of the credit for the satisfactory negotiation of this work is due to Mr. D. W. McMorris, Assistant City Engineer. Mr. McMorris' familiarity with this entire subject, both engineering and legal, and his spirit of fair mindedness, and cooperation, has been of great assistance to this office in carrying on the preparations for this work.

Yours very truly,

Jno. S. Butler,  
Major, Corps of Engineers,  
District Engineer.

COPY:LP  
4/14/28

WAR DEPARTMENT  
United States Engineer Office  
Seattle, Washington

April 14, 1928

Received from the City of Seattle, Maryland Casualty  
Company Bond in the sum of \$50,000.00, in connection  
with improvements on Duwamish Waterway.

U. S. Engineer Office

By L. L. Goodwin

Clerk

CITY ENGINEER,  
City Engineers Office

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Duwamish Waterway.

April 16th, 1928.

Major John S. Butler  
U. S. District Engineer  
Seattle, Washington

Dear Sir:

Referring to your letter of the 5th instant, directing the City Council with reference to the improvement of Duwamish Waterway with the statement that the approval by the War Department had been had as to the terms of the local cooperation which includes the approval of the form of the bond to be executed by the City, and as soon as practicable, to request King County to make the necessary deposit of funds to cover the increased cost due to the change in location of the turning basin, and complying with the terms of this letter, I am handing you herewith duly executed bond of the City of Seattle with the Maryland Casualty Company of Baltimore, as surety, under date of April 9th, 1928, in the sum of \$50,000.00 conditioned upon the City of Seattle carrying out the terms of cooperation required by the River and Harbor Act of March 2nd, 1919 and the terms and conditions of the River and Harbor Act of March 3rd, 1925, all as set forth in said bond.

Under date of April 10th, I appeared personally before the Board of County Commissioners and reported progress upon negotiations with the Government and suggested that inasmuch as some time would necessarily elapse before the County could actually

CITY ENGINEER,  
City Engineers Office

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Major John S. Butler

April 16th, 1928.

make deposit of the funds necessary to complete the contribution to be made by local interests, which said funds were guaranteed by said Commissioners by Resolution No. 2750, in a sum not in excess of \$20,000.00 - that said Board immediately take the steps necessary to provide said funds to the end that the cash to be actually available before it became necessary for the Government to award a contract for said dredging.

As this is a matter requiring "emergency" action upon the part of the Commissioners, this direction can only be given when all the Board members are present, which now is expected to be on Monday, April 23rd, at which time I was assured by the two Commissioners present at the meeting of April 10th, that the Board would take the necessary action.

It was further suggested that by the time it became necessary to make actual payment that bids would have been received and that a reasonably accurate determination could be made of the amount necessary to be contributed which it was thought would be somewhat less than the \$20,000.00 heretofore guaranteed.

The preliminary preparations required by local interests will proceed upon the assumption that the work will begin at the upper end of the improvement at or near the 14th Avenue South bridge and continue down stream to completion.

In the event that it becomes necessary to require the work to proceed in a different manner, beginning at a different

CITY ENGINEER,

City Engineers Office

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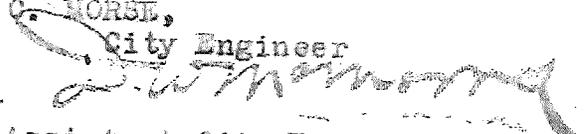
Major John S. Butler

April 16th, 1928.

location, I respectfully request information in that regard at  
as early a date as practicable.

Yours very truly,

W. C. MORSE,  
City Engineer

By   
Assistant City Engineer.

DWM:HK  
Enc. 1

c.c. Board of County Commissioners  
cc. County Engineer  
cc. Chairman, Board of Public Works  
cc. President of City Council  
cc. I. W. Embury, District Engineer.

ADDRESS REPLY TO  
THE DISTRICT ENGINEER  
602 BURKE BLDG.  
SEATTLE, WASH.

REFER TO FILE NO. 160.188/54

WAR DEPARTMENT  
UNITED STATES ENGINEER OFFICE  
SEATTLE, WASHINGTON

JSB/EM

April 5, 1933.

APR 11 1933  
RECEIVED  
DISTRICT ENGINEER  
SEATTLE, WASH.

Mr. John E. Carroll,  
President, City Council,  
County-City Bldg.,  
Seattle, Wash.

Dear Sir:

With reference to the improvement of the Duwamish Waterway, I wish to advise you that I have just received the approval of the War Department for the terms of local cooperation. This includes approval of the form of the bond to be executed by the City, and the specifications for dredging.

It is now proposed to advertise the work; have the City complete its bond; open bids; request the necessary allotment of funds from the War Department; and, as soon as practicable, to request King County to make the necessary deposit of funds to cover the increased cost due to change in the location of the turning basin.

The Department's approval is furnished at this time for your information. Such details as may be required will be submitted later.

Very truly yours,

Jno. S. Butler,  
Major, Corps of Engineers,  
District Engineer.

*Copy for  
Mr. S. M. ...  
City Engineer*

DISTRICT ENGINEER  
City Engineers Office

(DUWAMISH WATERWAY EXCAVATION)

Maryland Casualty Company  
Baltimore

KNOW ALL MEN BY THESE PRESENTS, That the City of Seattle, a municipal corporation existing under the laws of the State of Washington, hereafter called the City, as PRINCIPAL, and The Maryland Casualty Company of Maryland as SURETY, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the River and Harbor Act of March 2nd, 1919, provided for the maintenance of the Duwamish Waterway, Seattle Harbor, to a depth of 20 feet and to a width of 150 feet at mean lower low water as far south as 8th Avenue South Bridge, PROVIDED, that no part of said appropriation shall be available for said purpose until said improvement shall be completed to project dimensions to said point, PROVIDED, further that local interests shall furnish a place of deposit for the dredged material and the bulkheads necessary to confine such material, and

WHEREAS the above channel was completed by local interests and accepted by the Secretary of War for maintenance on April 10th, 1924, and,

WHEREAS the River and Harbor Act of March 3, 1925, adopted a project for the improvement of Seattle Harbor, Washington, Duwamish Waterway, in accordance with the report submitted in House Document, No. 108, 68th Congress, first session, and subject to the conditions set forth in said document, which conditions are that local interests shall contribute 50% of the cost of the work, furnish bulkhead<sup>ed</sup> areas for deposit of dredged material and assume the cost of overhaul to points more than 2,000 feet from the dredge; and

WHEREAS, The United States is now prepared to complete the project on compliance of local interests with the terms set forth in the Act of March 2, 1919 and the Act of March 3, 1925; and

WHEREAS The cash contribution required by said acts has been made; and

WHEREAS The City, The PRINCIPAL herein, has undertaken to provide places of deposit for all the dredged material to be excavated from the Duwamish Waterway in maintaining the channel as authorized by the River and Harbor Act of March 2, 1919, and in completing the project in accordance with the provisions of the Act of March 3, 1925, and has indicated and specified said places of deposit by passing Resolutions Nos. 8734, 9278, 9280, 9283, 9289, 9350, 9481, 9482 and 9502, and has duly enacted Ordinance No. 53865, approved October 8th, 1927, providing for the execution of a bond on behalf of the City, guaranteeing that local interests will meet the terms of cooperation required by law for the completion of the Duwamish Waterway as provided by Congress, and will provide bulkheaded areas for the deposit of all material necessary to be removed from the channel to complete the project as provided by said Acts of Congress and assume the cost of overhaul to points more than 2,000 feet distant from the dredge when such overhaul is necessary to reach the dumping ground provided; and that it will bulkhead these areas sufficiently in advance of the time when such deposit is to be made by the United States that no delay will result to the dredging operations.

NOW, THEREFORE, If the PRINCIPAL shall well and truly perform and fulfill all the undertakings, terms and conditions herein set forth before and during the term of the contract necessary to be made by the Government for the completion of said project, or any extensions of time thereof that may be granted by the Government with or without notice to the Surety and during the life of any guarantee required under said contract, and shall also well and truly perform and fulfill all the undertakings, terms and conditions herein set forth and all

duly authorized modifications of said contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, The above bounden parties have executed this instrument under their several seals this 9th day of April, 1928, the name and Corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

THE CITY OF SEATTLE

(Sigs) by L. MURRAY GRANT  
Chairman, Board of Public Works  
County-City Building  
Seattle, Washington.

(Sig) Attest: C. B. BAGLEY  
Secretary

THE MARYLAND CASUALTY COMPANY  
OF MARYLAND

(Sig) By H. T. Hansen  
Attorney in Fact

(Sig) Attest (Geo) R Thieme

(SEAL)

The rate of premium on this bond is 10<sup>00</sup> per thousand

Total amount charged \$500<sup>00</sup>

OK DWM

ORDINANCE NO. 53865

AN ORDINANCE Relating to the improvement of the Duwamish Waterway, as contemplated by Ordinance No. 52309, authorizing and directing the Board of Public Works to execute a bond on behalf of the City of Seattle in favor of the Federal authorities, guaranteeing compliance with the requirements of the River and Harbor Act, relating to Seattle Harbor - Duwamish Waterway - adopted March 3rd, 1925; and making an appropriation from the "Seattle General Municipal Improvement Bonds 1926 Construction Fund" to pay the expense of providing said bond.

WHEREAS The River and Harbor Act approved March 3rd, 1925, provided for and adopted the project of improving the Duwamish Waterway, between the West Waterway and 14th Avenue South, and appropriated the sum of Three Hundred Sixty-five Thousand Dollars (\$365,000.00) for such purpose, "provided that local interests shall contribute fifty per cent (50%) of the cost of the work, furnish bulkheaded areas for deposit of dredged material, and assume the cost of all over-haul to points more than two thousand (2000) feet from the dredging"; said act providing further that the "Secretary of War is hereby authorized to allow credit to local interests for such work as they may have done upon this project subsequent to June 27th, 1922, insofar as the same shall be approved by the Chief of Engineers, and found to be done in accordance with the project hereby adopted"; and

WHEREAS It appears of record that local interests have removed approximately 411,621 cubic yards of material in accordance with said adopted project and upon their request, the War Department under date of March 26th, 1926, decided that credit might be given for such work on the basis of the yardage removed rather than upon the cost thereof, and that the United States might do an equal amount of dredging, namely, 411,621 cubic yards at its own expense, (subject to requirement that local interests furnish bulkheaded areas for depositing the dredged material and assume the cost of all over-haul to points more than two thousand (2000) feet from the dredging); and

WHEREAS To complete the above project approximately 278,124 cubic yards in addition to that considered in the preceding paragraph must be removed jointly at the expense of the United States and local interests in accordance with the terms of the said act above quoted; and

WHEREAS The estimated cost of the removal of said 278,124 cubic yards is approximately Ninety Thousand Dollars (\$90,000.00), fifty per cent (50%) of which is Forty-five Thousand Dollars (\$45,000.00), to be paid by local interests; and

WHEREAS Ordinance No. 53120 approved June 8th, 1927, has been duly passed, appropriating the sum of Forty-five Thousand Dollars (\$45,000.00), and the City Comptroller was there- by authorized to draw and deliver and the City Treasurer to honor and pay the warrant or warrants against the "Seattle General Municipal Improvement Bonds 1926 Construction Fund" in the sum of Forty-five Thousand Dollars (\$45,000.00), payable to the order of "Disbursing Officer, United States Engineer Office, Seattle, for deposit"; and

WHEREAS Certain areas have been indicated by the City of Seattle, for the information of the United States Engineer Officer within which dredged material could be deposited within the limit of free haul along said Duwamish Waterway for which local improvement districts have not yet been formed but are contemplated in the near future; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Board of Public Works be and it is hereby authorized and directed to execute a bond on behalf of the City of Seattle in favor of the Disbursing Officer, United States Engineer Office, Seattle, Washington, in the sum of *fifty thousand dollars* (\$50,000.00), as a guarantee that local interests will meet the terms of cooperation re- quired by law for the completion of Duwamish Waterway, as provided by Congress, in the River and Harbor Act of March 3rd, 1925, and will provide bulkheaded areas for the deposit of all the material to be removed from the channel to complete the project which is estimated to be 687,745 cubic yards, and assume the cost of over-haul to points more than two thousand (2000) feet distant from the dredging, when such over-haul is necessary to reach any dumping grounds provided.

Section 2. That the sum of Seven Hundred Fifty Dollars (\$750.00), or so much thereof as may be necessary, is hereby appropriated from the Seattle General Municipal Improvement Bonds 1926 Construction Fund to pay the cost and expense of providing the bond mentioned in Section 1 hereof.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed the city council this

~~Passed the City County the~~ 7 day of October 1927

and signed by me in open session in authentication of its passage this 7 day of

October, 1927 JOHN E. CARROLL

President of the City Council.

Approved by me this 8 day of October, 1927

BERTHA K. LANDES  
Mayor.

Filed by me this 8 day of October, 1927

Attest: H.W. CARROLL  
City Comptroller and Ex-Officio City Clerk.

(SEAL)

By E.M. STREET  
Deputy Clerk.

Published Oct 15, 1927

H.W. CARROLL  
City Comptroller and Ex-Officio City Clerk.

By E.M. STREET  
Deputy Clerk.

Dredging Duwamish  
Waterway

*This letter supersedes letter of Mar 1 - 28*

March 5, 1928

Major John S. Butler,  
United States District Engineer,  
602 Burke Building,  
Seattle, Washington.

Dear Sir:

Referring to the proposed dredging of the Duwamish Waterway as authorized by the Acts of Congress of March 2, 1919, as to maintenance and the Act of March 3, 1925, as to the completion of the project, and also referring to your letter of the 4th ultimo, and your statement that "your attention is invited to the necessity of furnishing additional places of deposit of dredging material due to the shoaling that has taken place in the Duwamish during the period since the last survey". I note that in accordance with the information furnished upon the prints sent to me, showing the amount of material to be removed to complete the project, that the estimated total amount is now approximately 1,106,000 cubic yards.

The City has duly passed Resolution No. 8734 providing for the improvement by filling of

1. Kenyon Street, from 3th Avenue South to Detroit Avenue (County Road);  
1st Avenue South, from Kenyon Street to Duwamish Waterway;  
Peninsular Place, from 1st Avenue South to Michigan Street; and  
Michigan Street, from West Marginal Way to 1st Avenue South;

comprising a total fill of approximately 106,000 cubic yards.

COURT ENGINEER,  
City Engineers Office

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March 5, 1928

2. Resolution No. 9278, West Myrtle Street, et al., including:  
West Myrtle Street, from Duwamish Waterway to  
West Marginal Way;  
2nd Avenue Southwest, 3rd Avenue Southwest and  
4th Avenue Southwest, each from the south line  
of McLaughlin's Waterfront Addition to Michigan  
Street;  
comprising a total fill of approximately 70,000 cubic yards.

3. Resolution No. 9280, declaring the intention of the City  
Council to order the improvement of  
16th Avenue Southwest, from West Lander Street to  
Klickitat Avenue;  
13th Avenue Southwest, from West Hanford Street to  
Klickitat Avenue;  
11th Avenue Southwest, from West Hanford Street to  
Spokane Street; and  
West Hanford Street, from 16th Avenue Southwest to  
11th Avenue Southwest;  
comprising a total fill of approximately 110,000 cubic yards.

4. Resolution No. 9283, Duwamish Sanitary Fill No. 6, including:  
The area in the southwest corner of Sec. 28, Township  
24 North, Range 4 East, W.M., lying immediately  
southwesterly of the southwesterly margin of East  
Marginal Way;  
comprising a total fill of approximately 15,000 cubic yards.

5. Resolution No. 9289, 8th Avenue Southwest, et al, by filling,  
including:  
8th Avenue Southwest, from West Dakota Street to  
West Oregon Street; and  
West Oregon Street, from 8th Avenue Southwest to  
Duwamish Waterway;  
comprising a total fill of approximately 30,000 cubic yards.

6. Resolution No. 9350, Airport Sanitary Fill, including:

A tract of land in Sections 28, 29 and 33, Township 24 North, Range 4 East, W. M., etc.

comprising a total fill within the 2000 foot limit of 320,000 cubic yards.

7. Resolution No. 9481, Duwamish Sanitary Fill No. 8, including:

Portion of Government Lots 8 and 16, in Section 29, Township 24 North, Range 4 East, W.M., etc.

comprising a total fill within the 2000 foot limit of 88,000 cubic yards.

8. Resolution No. 9482, declaring the intention of the City Council to order the improvement of

5th Avenue South, 7th Avenue South and 2nd Avenue South, each from Kenyon Street to Duwamish Waterway;  
3rd Avenue South and 4th Avenue South, each from Webster Street to Duwamish Waterway;  
Occidental Avenue, from Orchard Street to the south line of Block 7, Portland and Puget Sound Railway Addition;  
Orchard Street, from Duwamish Waterway to the west line of Block 7, Portland and Puget Sound Railway Addition;  
Fontanelle Street, Webster Street, Portland Street and Chicago Street, each from 2nd Avenue South to Duwamish Waterway;  
Austin Street and Holden Street, each from 2nd Avenue South to Riverside Avenue; and  
Riverside Avenue, as platted in River Park Addition;

comprising a total fill of approximately 157,000 cubic yards.

9. Resolution No. 9502, declaring the intention of the City Council to order the improvement of

Occidental Avenue, from River Street to East Marginal Way;  
1st Avenue South, from River Street to Michigan Street;  
2nd Avenue South, 3rd Avenue South, 4th Avenue South, and 5th Avenue South, each from River Street to Front Street;  
6th Avenue South, from River Street to Michigan Street;  
River Street, from Duwamish Waterway to Maynard Avenue;  
Front Street, from East Marginal Way to 5th Avenue South;

comprising a total fill of approximately 76,000 cubic yards.

10. Resolution No. 9282, declaring the intention of the City Council to order the improvement of

The territory lying between West Marginal Way, Duwamish Waterway, West Raymond Street produced east, and within a point and southerly of a line approximately 300 feet south of and parallel with the south line of Slip No. 1;

comprising a total fill of approximately 350,000 cubic yards.

The above improvements are estimated to take care of approximately 1,322,000 cubic yards of dredged material within the limits of 2,000 feet from the dredge. An additional amount of filling of approximately 216,000 cubic yards will be required to complete the above improvements, portions of which may be filled from dredged material.

The City of Seattle would expect to negotiate directly with the contractor either by the awarding of a contract under competitive bids or otherwise, for such additional payments as might be agreed upon with said contractor, the City to take care of the additional expense of overhaul and placing of material in the streets or sanitary fill district, as the case may be, including the construction of the necessary bulkheads to retain the same, and while such areas within a limit of 2,000 feet have been designated to care for all the material to be excavated, the City desires to reserve the right and option of making such disposition of the dredged material as it may at the time of deposit see fit, it being understood, of course, that if any material is to be placed in any improvement at a distance greater than 2,000 feet from the channel to be dredged, agreement would have to be reached with the contractor for proper compensation for such

COURT ENGINEER,

City Engineers Office

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Major John S. Butler.

Page 5.

March 5, 1928

overhaul and that bulkheaded area would either be furnished to receive the material or contract entered into with the dredging contractor, to build such bulkhead, as a part of the local improvement work.

Ordinance No. 53865 was duly passed by the City Council and approved under date of October 7, 1927, authorizing and directing the Board of Public Works to execute a bond on behalf of the City of Seattle in favor of "The Disbursing Officer, United States Engineer Office, Seattle, Washington", in the sum of \$50,000.00 as a guarantee that local interests would meet the terms of cooperation required by law, for the completion of the above Duwamish Waterway, as provided by Congress in said River and Harbor Act of March 3, 1925, i.e., guaranteeing the providing of bulkheaded areas for the deposit of all the materials to be removed from the channel to complete the project which is now estimated to be 1,106,000 cubic yards, and assume the cost of overhaul to points more than 2,000 feet distant from the dredge when such overhaul is necessary to reach any dumping grounds provided.

I am enclosing a general map of the Duwamish Waterway, same being a copy of Sheets 1, 2 and 3 of the map prepared by your department in connection with the proposed specifications for dredging Duwamish Waterway, your file E/12/2/25, upon which is indicated at fixed intervals the approximate quantities to be dredged from the Duwamish Waterway within the limits of the proposed improvement, said quantities being determined by you from soundings taken November, 1927, by your department. Upon this map I have indicated the location and designation of the different improvements contemplated by said before mentioned resolutions and have also indicated the amount of fill for each of said

... areas of some considerable extent, areas

Major John S. Butler.

Page 6.

March 5, 1928

and quantities have been segregated, as indicated; the average elevation of the filled area has been marked on each of said improvements.

I am also enclosing herewith copy of Ordinance No. 53865, which said ordinance took effect on November 8, 1927.

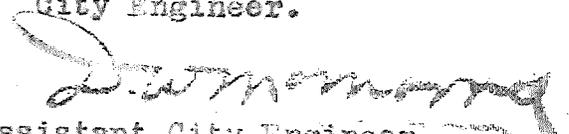
I am also enclosing herewith certified copy of Ordinance No. 53120, approved June 8, 1927, duly appropriating the sum of \$45,000.00, which has been made payable to the order of the Disbursing Officer, United States Engineering Office, Seattle; also a suggested form of bond to be given by the City as authorized by said Ordinance No. 53865; also copy of Resolution No. 2750 passed by the County Commissioners February 2, 1928, providing for the appropriation of \$20,000.00, said sum to be made available when necessary to complete payment upon the part of local interests for their portion of the cost and expense of the improvement of Duwamish Waterway as provided by the Acts of Congress heretofore mentioned. A duly signed original of said resolution was sent to you with my letter of December 27, 1927.

I shall be glad to furnish additional copies of any papers you may desire.

The necessary bond will be furnished when required. I would like, however, to have the form approved or such changes noted as may be required, at as early a date as practicable.

Yours very truly,

W. C. MORSE,  
City Engineer.

By   
Assistant City Engineer

DWM:LP  
COURT ENGINEER,

THE CITY OF SEATTLE  
LAW DEPARTMENT

June 3, 1927.

Mr. William Hickman Moore,  
City Councilman,  
Seattle, Wash.

Dear Sir:

Pursuant to your oral request, and in collaboration with you, we have prepared and herewith transmit, proposed ordinance making an appropriation of \$45,000.00, with the view to the prosecution of the work of improving the Duwamish Waterway by the Federal authorities.

Yours very truly,

THOMAS J. L. KENNEDY,  
Corporation Counsel.

By John E. Sanders

JOHN SANDERS.

JS:O  
Encl.

CITY ENGINEER,  
City Engineers Office

Tabulation of Original and New Cross Sections  
DUWAMISH WATERWAY

<u>Old</u>		<u>New</u>		<u>Old</u>		<u>New</u>	
0+00 - 5+00	752		277		434178		455837
<del>10+00</del>	<del>19778</del>		<del>27930</del>		<del>23692</del>		<del>49863</del>
10+00	20530		28207	135+00	457870		505700
	39640		42231		60000		7496
15+00	60170		70438	145+00	517870		12348
	32109		26555		0		525544
20+00	92279		96993	150+00	517870		15069
	11098		05077		0		540613
25+00	103377		102070	155+00	517870		90012
	158		264		0		630625
30+00	103535		102334	160+00	517870		111250
	4767		9486		0		741875
35+00	108302		111820	165+00	517870		40452
	1890		361		0		782327
40+00	110192		112181	170+00	517870		53570
	238		147		10037		835897
45+00	110430		112328	175+00	527907		57070
	4311		431		28581		892967
50+00	114741		112759	180+00	556438		38167
	0		230		34780		931134
55+00	114741		112989	185+00	591268		40150
	193		333		31604		971284
60+00	114934		113322	190+00	622872		43195
	681		671		33066		1014479
65+00	115615		113993	195+00	655938		47362
	772		1123		31101		1061841
70+00	116387		115118	200+00	687039		44121
	3094		11930				1105962
75+00	119481		127046				687039
	289		383				418923
80+00	119770		127429				
	230		325				
85+00	120000		127754				
	214		1223				
90+00	120214		128979				
	6696		9215				
95+00	126910		138192				
	19455		25217				
100+00	146365		163409				
	20295		23748				
105+00	166660		187157				
	40383		41880				
110+00	207043		229037				
	44898		50900				
115+00	251941		279937				
	51217		60994				
120+00	303158		341931				
	52358		50808				
125+00	355516		391739				
	78662		64098				
130+00	434178		455837				

1106000.  
105962  
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038

INM:G

PORT ENGINEER,  
City Engineers Office

- overhead - In 2000'

+ 8734x - v	32000	106 000
+ 9278x - v		70 000
+ 9280x - v		110 000
- 9283x - v		15 000
+ 9289x - v		30 000
9350x - v	35000	320 000
9481x - v	25000	88 000
9482x - v		157 000
9502x - v		76 000

11	32000	972 000
350 000		+ 32
25 000		<u>1 004 000</u>
409 000		43 75
		<u>1 379 000</u>
445	117 500	117 500
		<u>1 496 500</u>

Dredging Duwamish  
Waterway

March 1, 1928

Major John S. Butler,  
United States District Engineer,  
602 Burke Building,  
Seattle, Washington.

Dear Sir:

Referring to the proposed dredging of the Duwamish Waterway as authorized by the Acts of Congress of March 2, 1919, as to maintenance and the Act of March 3, 1925, as to the completion of the project, and also referring to your letter of the 4th inst., and your statement that "your attention is invited to the necessity of furnishing additional places of deposit of dredging material due to the shoaling that has taken place in the Duwamish during the period since the last survey". I note that in accordance with the information furnished upon the prints sent to me, showing the amount of material to be removed to complete the project, that the estimated total amount is now approximately 1,105,962 cubic yards. 1106000

The City has duly passed Resolution No. 8734 providing for the improvement by filling of

1. Kenyon Street, from 8th Avenue South to Detroit Avenue (County Road);  
1st Avenue South, from Kenyon Street to Duwamish Waterway;  
Peninsular Place, from 1st Avenue South to Michigan Street; and  
Michigan Street, from West Marginal Way to 1st Avenue South;

comprising a total fill of approximately 106,000 cubic yards.

2. Resolution No. 9278, West Myrtle Street, et al., including:  
West Myrtle Street, from Duwamish Waterway to West Marginal Way;  
2nd Avenue Southwest, 3rd Avenue Southwest and 4th Avenue Southwest, each from the south line of McLaughlin's Waterfront Addition to Michigan Street;
- comprising a total fill of approximately 70,000 cubic yards.

3. Resolution No. 9280, declaring the intention of the City Council to order the improvement of  
16th Avenue Southwest, from West Lander Street to Klickitat Avenue;  
13th Avenue Southwest, from West Hanford Street to Klickitat Avenue;  
11th Avenue Southwest, from West Hanford Street to Spokane Street; and  
West Hanford Street, from 16th Avenue Southwest to 11th Avenue Southwest;
- comprising a total fill of approximately 110,000 cubic yards.

4. Resolution No. 9283, Duwamish Sanitary Mill No. 6, including:  
The area in the southwest corner of Sec. 28, Township 24 North, Range 4 East, W.M., lying immediately southwesterly of the southwesterly margin of East Marginal Way;
- comprising a total fill of approximately 15,000 cubic yards.

5. Resolution No. 9289, 8th Avenue Southwest, et al., by filling, including:  
8th Avenue Southwest, from West Dakota Street to West Oregon Street; and  
West Oregon Street, from 8th Avenue Southwest to Duwamish Waterway;
- comprising a total fill of approximately 30,000 cubic yards.

6. Resolution No. 9350, Airport Sanitary Fill, including:

A tract of land in Sections 28, 29 and 33, Township 24 North, Range 4 East, W.M., etc.

comprising a total fill within the 2000 foot limit of 320,000 cubic yards.

7. Resolution No. 9481, Duwamish Sanitary Fill No. 8, including: Portion of Government Lots 8 and 16, in Section 29, Township 24 North, Range 4 East, W.M., etc.

comprising a total fill within the 2000 foot limit of 88,000 cubic yards.

8. Resolution No. 9482, declaring the intention of the City Council to order the improvement of

5th Avenue South, 7th Avenue South and 2nd Avenue South, each from Kenyon Street to Duwamish Waterway;

3rd Avenue South and 4th Avenue South, each from Webster Street to Duwamish Waterway;

Occidental Avenue, from Orchard Street to the south line of Block 7, Portland and Puget Sound Railway Addition;

Orchard Street, from Duwamish Waterway to the west line of Block 7, Portland and Puget Sound Railway Addition;

Fontanelle Street, Webster Street, Portland Street and Chicago Street, each from 2nd Avenue South to Duwamish Waterway;

Austin Street and Holden Street, each from 2nd Avenue South to Riverside Avenue; and

Riverside Avenue, as platted in River Park Addition;

comprising a total fill of approximately 157,000 cubic yards.

9. Resolution No. 9502, declaring the intention of the City Council to order the improvement of

Occidental Avenue, from River Street to East Marginal Way;

1st Avenue South, from River Street to Michigan Street;

2nd Avenue South, 3rd Avenue South, 4th Avenue South, and 5th Avenue South, each from River Street to Front Street;

6th Avenue South, from River Street to Michigan Street;

River Street, from Duwamish Waterway to Maynard Avenue;

Front Street, from East Marginal Way to 5th Avenue South;

comprising a total fill of approximately 76,000 cubic yards.

1322,000  
21  
The above improvements are estimated to take care of approximately 972,000 cubic yards of dredged material within the limits of 2,000 feet from the dredge. An additional amount of filling of approximately 407,000 cubic yards will be required to complete the above improvements, portions of which may be filled from dredged material.

The City of Seattle would expect to negotiate directly with the contractor either by the awarding of a contract under competitive bids or otherwise for such additional payments as might be agreed upon with said contractor, the City to take care of the additional expense of overhaul and placing of material in the streets or sanitary fill district, as the case may be, including the construction of the necessary bulkheads to retain the same, and while such areas within a limit of 2,000 feet have been designated to care for (nearly) all the material to be excavated, the City desires to reserve the right and option of making such disposition of the dredged material as it may at the time of deposit see fit, it being understood, of course, that if any material is to be placed in any improvement at a distance greater than 2,000 feet from the channel to be dredged, agreement would have to be reached with the contractor for proper compensation for such overhaul and that bulkheaded area would either be furnished to receive the material or contract entered into with the dredging contractor, to build such bulkhead, as a part of the local improvement work.

Ordinance No. 53865 was duly passed by the City Council

March 1, 1928

and approved under date of October 7, 1927, authorizing and directing the Board of Public Works to execute a bond on behalf of the City of Seattle in favor of "The Disbursing Officer, United States Engineer Office, Seattle, Washington", in the sum of \$50,000. as a guarantee that local interests would meet the terms of cooperation required by law, for the completion of the above Duwamish Waterway, as provided by Congress in said River and Harbor Act of March 3, 1925; i.e., guaranteeing the providing of bulkheaded areas for the deposit of all the materials to be removed from the channel to complete the project which is now estimated to be 1,105,962 cubic yards, and assume the cost of overhaul to points more than 2,000 feet distant from the dredge when such overhaul is necessary to reach any dumping grounds provided.

I am enclosing a general map of the Duwamish Waterway, same being a copy of Sheets 1, 2 and 3 of the map prepared by your department in connection with the proposed specifications for dredging Duwamish Waterway, your file E/12/2/25, upon which is indicated at fixed intervals the approximate quantities to be dredged from the Duwamish Waterway within the limits of the proposed improvement, said quantities being determined by you from soundings taken November, 1927, by your department. Upon this map I have indicated the location and designation of the different improvements contemplated by said before mentioned resolutions and have also indicated the amount of fill for each of said districts, and where districts are of some considerable extent, areas and quantities have been segregated, as indicated; the average elevation of the filled area has been marked on each of said improvements.

COURT ENGINEER,

March 1, 1928

I am also enclosing herewith copy of Ordinance No. 53865, which said ordinance took effect on November 8, 1927.

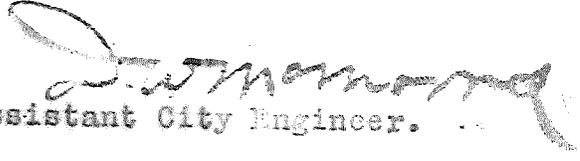
I am also enclosing herewith certified copy of Ordinance No. 53120, approved June 8, 1927, duly appropriating the sum of \$45,000, which has been made payable to the order of the Disbursing Officer, United States Engineering Office, Seattle; also a suggested form of bond to be given by the City as authorized by said Ordinance No. 53865; also copy of Resolution No. 2750 passed by the County Commissioners February 2, 1928, providing for the appropriation of \$20,000, said sum to be made available when necessary to complete payment upon the part of local interests for their portion of the cost and expense of the improvement of Duwamish Waterway as provided by the Acts of Congress heretofore mentioned. A duly signed original of said resolution was sent to you with my letter of December 27, 1927.

I shall be glad to furnish additional copies of any papers you may desire.

The necessary bond will be furnished when required. I would like, however, to have the form approved or such changes noted as may be required, at as early a date as practicable.

Yours very truly,

W. C. MORSE,  
City Engineer.

By   
Assistant City Engineer.

DWM:LP

Enc.

CITY ENGINEER,

COPY  
L

RESOLUTION NO. 9280

Be It Resolved by the City Council of the City of Seattle:

- (1) That it is the intention of the City Council to order the improvement of
- 16th AVENUE SOUTHWEST, from West Lander Street to Klickitat Avenue;
- WEST HANFORD STREET, from 16th Avenue Southwest to 11th Avenue Southwest;
- 13th AVENUE SOUTHWEST, from West Hanford Street to Klickitat Avenue; and
- 11th AVENUE SOUTHWEST, from West Hanford Street to West Spokane Street;
- by filling the same; by constructing bulkheads,

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

- (2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at.....o'clock .....m., on the.....day of.....192....., which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

- (3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

- (4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of.....192.....

.....  
President.....of the City Council

Filed by me this.....day of....., 192.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

Date of first publication.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

(Resolution of Intention.)

COPY  
L

RESOLUTION NO. 9289

Be It Resolved by the City Council of the City of Seattle:

(1) That it is the intention of the City Council to order the improvement of

8th AVENUE SOUTHWEST, from West Dakota Street to West Oregon Street; and

WEST OREGON STREET, from 8th Avenue Southwest to Duwamish Waterway;

by filling the same; by constructing bulkheads,

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

(2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at.....o'clock .....m., on the.....day of.....192....., which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

(3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

(4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of.....192.....

.....  
President.....of the City Council

Filed by me this.....day of....., 192.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

Date of first publication.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

RESOLUTION NO. 9282

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

That, WHEREAS, heretofore the City of Seattle established the grade of the streets upon which the property hereinafter described abuts at a higher elevation than the said abutting private property, thereby rendering the drainage of said private property impracticable without the raising of the surface of said private property; and

WHEREAS, the surface of the said private property is so low as to make sanitary drainage thereof impracticable,

NOW, THEREFORE, it is hereby determined that a fill of said private property is necessary as a sanitary measure.

That said private property is that certain real property situated in the City of Seattle, County of King, State of Washington, particularly described as follows, to-wit:

The territory lying between WEST MARGINAL WAY, DUWAMISH WATERWAY, WEST RAYMOND STREET PRODUCED, and within a point approximately 300-feet south from and parallel with the south line of Slip #1;

RESOLVED, further, That the Board of Public Works be, and it is hereby directed to make the necessary surveys of said district to be improved, and the necessary plans and specifications for such improvement, and to submit, within twenty days after the first publication of this resolution, a report to the City Council, to be filed with the City Clerk, giving a description of the property proposed to be improved by such fill, the grade to which it is necessary to fill the same and the estimated cost thereof.

(Resolution of Intention.)

RESOLUTION NO. 3502

Be It Resolved by the City Council of the City of Seattle:

(1) That it is the intention of the City Council to order the improvement of

OCCIDENTAL AVENUE, from River Street to East Marginal Way;
1st AVENUE SOUTH, from River Street to Michigan Street;
2nd AVENUE SOUTH, 3rd AVENUE SOUTH, 4th AVENUE SOUTH and 5th AVENUE SOUTH, each from River Street to Front Street;
6th AVENUE SOUTH, from River Street to Michigan Street;
RIVER STREET, from Duwamish Waterway to Maynard Avenue;
FRONT STREET, from East Marginal Way to 5th Avenue South;

by filling; by grading and graveling the same; constructing temporary wood walks; providing for the necessary surface drainage;

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

(2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at.....o'clock.....m., on the.....day of.....192....., which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

(3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

(4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of....., 192.....

President.....of the City Council

Filed by me this.....day of....., 192.....

City Comptroller and Ex-Officio City Clerk.

By..... Deputy Clerk.

Date of first publication.....

City Comptroller and Ex-Officio City Clerk.

By..... Deputy Clerk.

(Resolution of Intention.)

COPY  
L

RESOLUTION NO. 9278

Be It Resolved by the City Council of the City of Seattle:

(1) That it is the intention of the City Council to order the improvement of

WEST MYRTLE STREET, from Duwamish Waterway to West Marginal Way;  
2nd AVENUE SOUTHWEST, 3rd AVENUE SOUTHWEST and 4th AVENUE SOUTH-  
WEST, each from the south line of McLaughlin's Water Front  
Addition to Michigan Street;

by filling the same; by constructing bulkheads,

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

(2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at.....o'clock .....m., on the.....day of.....192....., which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

(3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

(4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of.....192.....

.....  
President.....of the City Council

Filed by me this.....day of....., 192.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

Date of first publication.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

CITY ENGINEER,  
City Engineers Office

COPY  
L

RESOLUTION NO. 8734

Be It Resolved by the City Council of the City of Seattle:

(1) That it is the intention of the City Council to order the improvement of  
KENYON STREET, from 8th Avenue South to Detroit Avenue (County Road);  
1st AVENUE SOUTH, from Kenyon Street to Duwamish Waterway;  
PENINSULA PLACE, from 1st Avenue South to Michigan Street; and  
MICHIGAN STREET, from West Marginal Way to 1st Avenue South;  
by filling and graveling the same; providing for the necessary  
surface drainage; constructing temporary wood walks,

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

(2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at 2 o'clock p.m., on the 18<sup>th</sup> day of April 1927, which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

(3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

(4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this 28 day of March 1927, and signed by me in open session in authentication of its passage this 28 day of March 1927.

W<sup>m</sup> HICKMAN MOORE

President of the City Council

Filed by me this 28 day of March, 1927.

H. W. CARROLL  
City Comptroller and Ex-Officio City Clerk.

By E. M. STREET  
Deputy Clerk.

Date of first publication MAR 29 1927

H. W. CARROLL  
City Comptroller and Ex-Officio City Clerk.

By E. M. STREET  
Deputy Clerk.

## RESOLUTION NO. 9481

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

(1) That, Whereas public convenience and necessity and the public health, peace and welfare demand that the permanent grade of the streets adjoining that certain area hereinafter described, be established at an elevation of not less than six (6) feet above City datum, and at such levels above said elevation as shall be considered necessary for the proper drainage and use of such streets; and

(2) That, Whereas, the general elevation of said certain area is at present so low as to make sanitary drainage thereof impractical and an adequate and efficient drainage and sewer system for said district impracticable; and

(3) That, Whereas earth from the dredging of the Duwamish Waterway may be available for the filling of said certain area at a low cost; NOW, THEREFORE,

It is hereby determined that a fill of the private property within said certain area, together with the bulkheading thereof, or the filling of the street abutting upon said private property with earth to serve as a bulkheading for the fill upon such private property, is necessary as a sanitary measure.

The said certain area is that real property situated in the City of Seattle, County of King and State of Washington, bounded and described as follows, to-wit:

Portion of Government Lots 8 and 16, in Section 29, Township 24 North, Range 4 East, W.M., bounded on the south by Kenyon Street, on the north by a line described as follows: Beginning at a point on the west line of the southeast one-quarter (SE $\frac{1}{4}$ ) of

Section 30, Township 24 North, Range 4 East, W.M., which is 899.58 feet north of the southwest corner thereof; thence north 73° east 1403.16-feet; thence north 67°30' east to an intersection with the west line of Government Lot 8, and the true point of beginning; thence continuing on said course to the west line of the Portland & Puget Sound Railway Addition on the west by 1st Avenue South and on the east by Portland & Puget Sound Railway Addition and River Park Addition.

RESOLVED Further that the improvement herein contemplated shall be officially designated as the "Duwamish Sanitary Fill No.8".

RESOLVED Further that the Board of Public Works, be, and it is hereby directed to make the necessary surveys of said district to be improved, and the necessary plans and specifications for such improvement, and to submit, within twenty days after the first publication of this resolution, a report to the City Council, to be filed with the City Clerk, giving a description of the property proposed to be improved by such fill, the grade to which it is necessary to fill the same and the estimated cost thereof.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of.....192.....

.....  
President.....of the City Council

Filed by me this.....day of....., 192.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

Date of first publication.....

.....  
City Comptroller and Ex-Officio City Clerk.

By.....  
Deputy Clerk.

.....  
City Engineers Office

RESOLUTION NO. 9482

Be It Resolved by the City Council of the City of Seattle;

(1) That it is the intention of the City Council to order the improvement of

5th AVENUE SOUTH, 7th AVENUE SOUTH and 2nd AVENUE SOUTH, each from Kenyon Street to Duwamish Waterway; 3rd AVENUE SOUTH and 4th AVENUE SOUTH, each from Webster Street to Duwamish Waterway; OCCIDENTAL AVENUE, from Orchard Street to the south line of Block 7, Portland and Puget Sound Railway Addition; ORCHARD STREET, from Duwamish Waterway to the west line of Block 7, Portland and Puget Sound Railway Addition; FONTANELLE STREET, WEBSTER STREET, PORTLAND STREET and CHICAGO STREET, each from 2nd Avenue South to Duwamish Waterway; AUSTIN STREET and HOLDEN STREET, each from 2nd Avenue South to Riverside Avenue; and RIVERSIDE AVENUE, as platted in River Park Addition;

by filling, grading and graveling the same; providing for the necessary surface drainage;

and doing such other work as may be necessary in connection therewith, all in accordance with plans to be prepared by the City Engineer.

(2) That all persons who may desire to object thereto are hereby notified to appear and present such objections at a meeting of the City Council to be held in the Council Chamber in the County & City

Building in the City of Seattle at.....o'clock.....m., on the.....day of.....192....., which time and place is hereby fixed for hearing all matters relating to said proposed improvement, and all objections thereto, and for determining the method of payment for said improvement.

(3) That the Board of Public Works shall submit to the City Council, at or prior to said date, all data and information required by law to be submitted.

(4) That the cost and expense of said improvement shall be borne by and assessed against the property liable therefor, as provided by law.

Passed the City Council this.....day of.....192....., and signed by me in open session in authentication of its passage this.....day of.....192.....

..... President.....of the City Council

Filed by me this.....day of....., 192.....

..... City Comptroller and Ex-Officio City Clerk.

By..... Deputy Clerk.

Date of first publication.....

..... City Comptroller and Ex-Officio City Clerk.

By..... Deputy Clerk.

COPY/HK  
2-29-28

RESOLUTION NO. 9350.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

(1) That, Whereas public convenience and necessity and the public health, peace and welfare demand that the permanent grade of the streets adjoining that certain area hereinafter described, be established at an elevation of not less than six (6) feet above City datum, and at such levels above said elevation as shall be considered necessary for the proper drainage and use of such streets; and

(2) That, Whereas the general elevation of said certain area is at present so low as to make sanitary drainage thereof impractical and an adequate and efficient drainage and sewer system for said district impracticable; and

(3) That Whereas earth from the dredging of the Duwamish Waterway may be available for the filling of said certain area at a low cost; NOW, THEREFORE,

It is hereby determined that a fill of the private property within said certain area, together with the bulkheading thereof, or the filling of the street abutting upon said private property with earth to serve as a bulkheading for the fill upon such private property, is necessary as a sanitary measure,

The said certain area is that real property situated in the City of Seattle, County of King and State of Washington, bounded and described as follows, to-wit:

A tract of land in Sections 28, 29 and 33, Township 24 North, Range 4 East, W.M., lying within the following described boundary line: Beginning at a point which is the intersection of the east margin of

East Marginal Way and the east margin of Ellis Avenue; thence northeasterly along the east margin of Ellis Avenue 920 feet more or less to a point which is the intersection of the east margin of Ellis Avenue and the south line of Tracts A, B, C, and D, of Queen Addition Supplemental, produced southwesterly; thence north  $63^{\circ} 39'$  east 1816.82 feet coinciding in part with the south line of said Tracts A, B, C and D, to a point on the east line of Tract H of said Queen Addition Supplemental, produced south, said point being 83.03 feet south of the southeast corner of said Tract H; thence easterly 450 feet more or less to a stone monument on the south line of the City of Seattle's street railway property; thence northeasterly along the south line of said street railway property 357.4 feet more or less to a stone monument which is on the west margin of Duwamish Avenue; thence southeasterly along the west margin of Duwamish Avenue 3225 feet more or less to a point which is 905 feet north and 625.27 feet west of the southeast corner of S. A. Maples Donation Claim #49; thence southwesterly along the north line of property now owned by the Oregon-Washington Railroad Company to the east bank of the old Duwamish River channel (now filled in) this point being the northwest corner of said Oregon-Washington Railroad Company's property; thence southeasterly along the east bank of the old Duwamish River channel, this line being the westerly boundary of said Oregon-Washington Railroad Company's property to a point on the line between the S. A. Maples Donation Claim #49, and the H. Van Asselt Donation Claim #50; thence southeasterly following said east bank of the old Duwamish River channel 300 feet more or less; thence southeasterly 550 feet more or less to a point on the north line of property now owned by the Bridget Sherlock Estate, 380 feet westerly from the northeast corner thereof; thence southeasterly 360 feet more or less to a point on the south line of said property of Bridget Sherlock Estate, 280 feet westerly from the southeast corner thereof; thence southeasterly 1050 feet more or less to a point on the westerly line of County Road, known as Duwamish Avenue; thence southeasterly along the west line of Duwamish Avenue 1900 feet more or less to a point on the east and west center line of Section 33, Township 24 North, Range 4 East, W. M., which line constitutes a part of the City limits of Seattle in said Section 33; thence westerly along said City limits a distance of 1490 feet more or less; thence northwesterly parallel with the center line of County Road No. 1004, also known as East Marginal Way and 420 feet easterly therefrom, measured at right angles, 70 feet more or less to a point on the right bank of the old Duwamish River channel; thence in a northwesterly direction a distance of 85 feet more or less to a point on the center line of the old Duwamish River channel; thence northerly along the center line of said old Duwamish River channel, which line constitutes a portion of the southerly boundary of the City limits of the City of Seattle, to a point on the south line of Section 28, Township 24 North, Range 4 East, W.M.; thence westerly along the south line of said Section 28, a distance of 425 feet more or less to a point on the east margin of East Marginal Way; thence northwesterly along the east margin of East Marginal Way to the place of beginning.

ENGINEER,

City Engineers Office

RESOLVED Further that the improvement herein contemplated shall be officially designated as the "Airport Sanitary Fill".

RESOLVED Further that the Board of Public Works, be and it is hereby directed to make the necessary surveys of said district to be improved, and the necessary plans and specifications for such improvement, and to submit, within twenty days after the first publication of this resolution, a report to the City Council, to be filed with the City Clerk, giving a description of the property proposed to be improved by such fill, the grade to which it is necessary to fill the same and the estimated cost thereof.

Passed the City Council this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
President \_\_\_\_\_ of the City  
Council.

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
City Comptroller and Ex-Officio  
City Clerk.

By \_\_\_\_\_  
Deputy Clerk.

Day of first publication

\_\_\_\_\_  
City Comptroller and Ex-Officio  
City Clerk

By \_\_\_\_\_  
Deputy Clerk.

RESOLUTION NO. 9283

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

That, WHEREAS, heretofore the City of Seattle established the grade of the streets upon which the property hereinafter described abuts at a higher elevation than the said abutting private property, thereby rendering the drainage of said private property impracticable without the raising of the surface of said private property; and

WHEREAS, the surface of the said private property is so low as to make sanitary drainage thereof impracticable,

NOW, THEREFORE, it is hereby determined that a fill of said private property is necessary as a sanitary measure.

That said private property is that certain real property situated in the City of Seattle, County of King, State of Washington, particularly described as follows; to-wit:

All that portion of Section 28 Township 24 North Range 4 East W.M. lying southwesterly of East Marginal Way;

RESOLVED, further, That the Board of Public Works be, and it is hereby directed to make the necessary surveys of said district to be improved, and the necessary plans and specifications for such improvement, and to submit, within twenty days after the first publication of this resolution, a report to the City Council, to be filed with the City Clerk, giving a description of the property proposed to be improved by such fill, the grade to which it is necessary to fill the same and the estimated cost thereof.

OFFICE OF CITY ENGINEER

S E A T T L E

In Re: Dredging of  
Duwamish Waterway.

February 24th, 1928.

Mr. I. W. Embury  
District Engineer.

Dear Sir:

Please show the various improvement districts covered by resolutions in connection with the dredging of the Duwamish Waterway, within a limit of 2000 feet free haul of the channel, marking the same upon the set of prints furnished by the United States Engineers, showing the resolution number, district name, and the amount of yardage to be placed in said district.

Please furnish me a list of all of the above resolutions together with duplicate copies of any new resolutions that may have been passed subsequent to October 26th, 1927. Also please carefully check the names of all streets lying within the area covered by the various resolutions and correct the same upon the map so that they will correspond with the proper names of said streets, and avenues, at this time, and be consistent with the names mentioned in the various resolutions. Also indicate the approximate elevation of the various fills in pencil upon said sheets.

At a conference with Mr. Baker of the U. S. Engineers, held yesterday in this office, the manner of presenting information to them was discussed and I hope to be able to present all data necessary as soon as the final resolution to be passed on Monday next, has been duly acted upon, and inasmuch as it appears

Tabulation of Original and New Cross Sections  
DUWAMISH WATERWAY

N End  
500'  
Station

<u>Old</u>	<u>New</u>	<u>Old</u>	<u>New</u>
752	277	434178	455837
19778	27930	23692	49863
20530	28207	457870	505700
39640	42231	60000	7496
60170	70438	517870	12348
32109	26555	0	525544
92279	96993	517870	15069
11098	05077	0	540613
103377	102070	517870	90012
158	264	0	630625
103535	102334	517870	111250
4767	9486	0	741875
108302	111820	517870	40452
1890	361	0	782327
110192	112181	517870	53570
238	147	10037	835897
110430	112328	527907	57070
4311	431	28581	892967
114741	112759	556488	38167
0	230	34780	931134
114741	112989	591268	40150
193	333	31604	971284
114934	113322	622872	43195
681	671	33066	1014479
115615	113993	655938	47362
772	1123	31101	1061841
116387	115118	687039	44121
3094	11930		1105962
119481	127046		687039
289	383		418923
119770	127429		
230	325		
120000	127754		
214	1223		
120214	128979		
6696	9215		
126910	138192		
19455	25217		
146365	163409		
20295	23748		
166660	187157		
40383	41880		
207043	229037		
44898	50900		
251941	279937		
51217	60994		
303158	341931		
52358	50808		
355516	391739		
78662	64098		
434178	455837		

IWA:G



Duwamish Waterway

February 3, 1928

Major John S. Butler,  
United States District Engineer,  
602 Burke Building,  
Seattle, Washington

Dear Sir:

Referring to my previous letter under date of December 27, 1927, transmitting duplicate copies of Resolution No. 2705, which was passed December 27, 1927, agreeing to appropriate \$10,000. for dredging Duwamish Waterway, I am transmitting herewith Resolution No. 2749 of County Commissioners passed on the 2nd day of February, 1928, rescinding Resolution No. 2705.

I am including herewith in duplicate, Resolution No. 2750, passed by the County Commissioners on February 2, 1928, which is substantially a reenactment of former Resolution No. 2705, providing, however, for the appropriation of \$20,000. instead of \$10,000, said additional sum being made necessary, possibly, by reason of the changed location of the turning basin in the Duwamish Waterway, causing an increase in the excavation of some 80,000 cubic yards.

My understanding is that the County Commissioners stand ready to make up the deficiency in appropriations necessary to complete the work in accordance with the latest soundings and in accordance with the modified location of the turning basin

C. E. NEER,  
City Engineers Office

to the extent of said \$20,000 if it becomes necessary so to do, but the question of the City or County paying for the entire increased cost of turning basin has not yet been fully determined.

Trusting that the above action of the Commissioners will expedite the matter of dredging the Waterway, I am

Yours very truly,

W. C. MORSE,  
City Engineer.



Assistant City Engineer.

By

DWM/H

RESOLUTION NO. 2750

WHEREAS The River & Harbor Act, approved March 23rd, 1925, provided for and adopted the project of improving the Duwamish Waterway between West Waterway and 14th Avenue South, and appropriated the sum of Three Hundred Sixty-five Thousand Dollars (\$365,000.00) for such purpose, "provided that local interests shall contribute fifty per cent of the cost of the work, furnish bulkheaded areas for deposit of dredged material and assume the cost of all overhaul to points more than two thousand (2,000) feet from the dredging"; and

WHEREAS it appears that local interests have removed or paid for the removal of approximately 411,621 cubic yards of materials in accordance with said adopted project and upon their request, the War Department on March 26th, 1926, decided that credit might be given for such work on the basis of the yardage removed rather than upon the cost thereof, and that the United States might do an equal amount of dredging, namely 411,621 cubic yards, at its own expense (subject to the requirement of local interests furnish bulkheaded areas for depositing the dredged material and assume the cost of all overhaul to points more than two thousand (2000) feet from the dredging; and

WHEREAS to complete the above project approximately 450,579 cubic yards in addition to that considered in the preceding paragraph must be removed jointly at the expense of the United States and local interests in accordance with the terms of said act above quoted; and

WHEREAS Ordinance No. 53120 of the City of Seattle, approved June 8, 1927, appropriates the sum of Forty-five Thousand Dollars (\$45,000.00) to pay the cost and expense of local interests' proportion of said dredging, and

WHEREAS Final surveys recently made demonstrate the fact that a considerable amount of additional yardage will need to be excavated and local interests therefore, will be required to provide additional funds to pay the cost and expense of their portion of such additional dredging in a sum not in excess of Twenty Thousand Dollars (\$20,000.00); NOW, THEREFORE,

Be it Resolved by the Board of County Commissioners, County of King, Washington:

That said Board will duly appropriate such sum as may be required to make up such deficiency (not in excess, however, of the sum of Twenty Thousand Dollars (\$20,000.00), whenever a contract shall have been awarded and the exact amount of said deficiency determined; provided, however, that all of such excess

(On February 7th, 1928, the Board of County Commissioners passed a motion directing the Clerk to change 3rd WHEREAS of this Resolution to read 450,579 cubic yards instead of 278,124 cubic yards.)

material in the immediate vicinity of the proposed air-port shall be reserved for the purpose of filling the same, so far as practicable.

Passed this 2nd day of February, 1928.

J. M. Spaulderson

Wm Brown

Frank H Paul

Board of County Commissioners  
King County, Washington

ATTEST:

GEORGE A. GRANT, Clerk of Board

By

C. F. Guy  
Deputy

RESOLUTION NO. 2749

BE IT RESOLVED by the Board of County Commissioners that Resolution No. 2705, passed December 27, 1927, agreeing to appropriate Ten Thousand (\$10,000.00) Dollars for dredging the Duwamish Water Way, be and the same is hereby rescinded.

PASSED this 2nd day of February, 1928.

L. M. Parkerson  
Frank H. Paul

W. H. Brown  
Board of County Commissioners  
King County, Washington.

ATTEST:

GEORGE A. GRANT, Clerk of Board

By R. F. Gage  
Deputy