

ORDINANCE No. 118221

COUNCIL BILL No. 111320

mc

Law Department

INDEXED

The City of Seattle--Legislative

AN ORDINANCE granting the Port of Seattle permission to construct, maintain and operate a vehicular overpass connecting with the West Seattle Low-Level Bridge at the north side of Southwest Spokane Street, and extending over and across West Marginal Way Southwest, and Chelan Avenue Southwest for a fifty (50) year term, specifying the conditions under which this permit is granted, and providing for acceptance of the permit and conditions.

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____ report that we have considered the same and respectfully recommend

COMPTROLLER FILE No. _____

Introduced: JUL 1 1996	By: MANNING
Referred: JUL 1 1996	To: TRANSPORTATION
Referred:	To:
Referred:	To:
Reported: 7-22-96	Second Reading: 7-22-96
Third Reading: 7-22-96	Signed: 7-22-96
Presented to Mayor: 7-23-96	Approved: JUL 30 1996
Returned to City Clerk: JUL 30 1996	Published: full 9/22/96
Vetoed by Mayor:	Veto Published: 
Passed over Veto:	Veto Sustained:

passed

70 vote 9-0

Committee Chair

 WPS

ORDINANCE 118221

1 AN ORDINANCE granting the Port of Seattle permission to
2 construct, maintain and operate a vehicular overpass
3 connecting with the West Seattle Low-Level Bridge at the north
4 side of Southwest Spokane Street, and extending over and
5 across West Marginal Way Southwest, and Chelan Avenue
6 Southwest for a fifty (50) year term, specifying the
7 conditions under which this permit is granted, and providing
8 for acceptance of the permit and conditions.

9 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

10 Section 1. Subject to terms and conditions of this
11 ordinance, permission is hereby granted to the Port of Seattle
12 its successors and assigns ("Permittee") to construct,
13 maintain, and operate a vehicular overpass connecting with the
14 West Seattle Low-Level Bridge at the north side of Southwest
15 Spokane Street, and extending over and across West Marginal
16 Way Southwest, and Chelan Avenue Southwest to near 26th Avenue
17 Southwest, in conjunction with the Port of Seattle's Southwest
18 Harbor Project to expand Terminal 5. The overpass is forty
19 (40) feet wide for two-way traffic, and located approximately
20 sixteen and one-half feet above street grade.

21 Section 2. The permission herein granted to the
22 Permittee, its successors and assigns shall be for a term of
23 fifty (50) years, commencing on the effective date of this
24 ordinance and terminating at 11:59 p.m. on the last day of the
25 fiftieth year, and within ninety (90) days thereafter, the
26 permittee shall remove said vehicular overpass and shall place
27 all portions of the street right-of-way which may have been
28 disturbed by said vehicular overpass, in as good condition in
all respects as the abutting portions, unless the permittee
makes written application and the City Council grants a new
ordinance for continued use and maintenance of the vehicular
overpass.

Section 3. The permission is hereby subject to the
following conditions:

- a) that any protection, support or relocation of existing

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1 utilities, deemed necessary by a utility company, shall be
2 done at the Permittee's expense, and the Permittee shall be
3 responsible for any subsequent damage to the utilities due to
4 construction or settlement;

5 b) an alternate route for oversize loads up to twenty
6 feet high and twenty-four feet wide shall be provided by the
7 Port; and

8 c) a maintenance agreement shall be completed between the
9 Port and the City detailing maintenance responsibilities of
10 the overpass.

11 Section 4. The permit granted hereby is subject to
12 primary and secondary use by the public for travel and utility
13 purposes, and The City of Seattle ("City") expressly reserves
14 the right to require the Permittee to remove the vehicular
15 overpass at Permittee's sole cost and expense in the event
16 that:

17 a) The City Council determines, by ordinance, that the
18 space occupied by the vehicular overpass is necessary for any
19 primary or secondary public use or benefit or that the
20 vehicular overpass interferes with any primary or secondary
21 public use or benefit; or

22 b) The Director of Engineering ("Director") determines
23 that any term or condition of this ordinance has been
24 violated, and such violation has not been corrected, after
25 notice of violation having been given by the Director.

26 A City Council determination that the space is necessary
27 for a primary or secondary public use or benefit shall be
28 conclusive and final.

Section 5. In the event that the permission hereby
granted extends to its termination in fifty (50) years, or the
City orders removal of the vehicular overpass pursuant to the
terms of this ordinance, then within ninety (90) days after
such expiration, termination or order of removal, or prior to
the date stated in an "Order to Remove", as the case may be,
the Permittee shall remove the vehicular overpass and shall

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place all portions of the street that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and in at least as good condition in all respects as the abutting portions thereof. Whereupon, the Director shall issue a certificate discharging the Permittee from responsibility under this ordinance for occurrences after the date of such discharge.

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5 Section 6. The Permittee shall not commence
6 reconstruction, relocation, readjustment or repair of the
7 vehicular overpass except under the supervision of, and in
8 strict accordance with plans and specifications approved by
9 the Director. The Director in his/her judgment may order such
10 reconstruction, relocation, readjustment or repair of the
11 vehicular overpass at the Permittee's own cost and expense
12 because of the deterioration or unsafe condition of the
13 vehicular overpass, grade separations, or the installation,
14 construction, reconstruction, maintenance, operation or repair
15 of any and all municipally owned public utilities, or for any
16 other cause.

17 Section 7. After notice to the Permittee, the Director
18 may order the vehicular overpass closed if the Director deems
19 that it has become unsafe or creates a risk of injury to the
20 public. In a situation in which there is an immediate threat
21 to the health or safety of the public, notice is not required.

22 Section 8. Notwithstanding termination or expiration of
23 the permission granted, or closure or removal of the vehicular
24 overpass, the Permittee shall remain bound by its obligation
25 under this ordinance until: (a) the vehicular overpass and
26 all its equipment and property are removed from the street;
27 (b) the area is cleared and restored in a manner and to a
28 condition satisfactory to the Director; and (c) the Director
certifies that the Permittee has discharged its obligation
herein. Provided, that upon prior notice to the Permittee and
entry of written findings that such is in the public interest,^{CS1/2}

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1 place all portions of the street that may have been disturbed
2 for any part of the structure, in as good condition for public
3 use as they were prior to construction, and in at least as
4 good condition in all respects as the abutting portions
5 thereof. Whereupon, the Director shall issue a certificate
6 discharging the Permittee from responsibility under this
7 ordinance for occurrences after the date of such discharge.

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9 Section 6. The Permittee shall not commence
10 reconstruction, relocation, readjustment or repair of the
11 vehicular overpass except under the supervision of, and in
12 strict accordance with plans and specifications approved by
13 the Director. The Director in his/her judgment may order such
14 reconstruction, relocation, readjustment or repair of the
15 vehicular overpass at the Permittee's own cost and expense
16 because of the deterioration or unsafe condition of the
17 vehicular overpass, grade separations, or the installation,
18 construction, reconstruction, maintenance, operation or repair
19 of any and all municipally owned public utilities, or for any
20 other cause.

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22 Section 7. After notice to the Permittee, the Director
23 may order the vehicular overpass closed if the Director deems
24 that it has become unsafe or creates a risk of injury to the
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26 to the health or safety of the public, notice is not required.

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condition satisfactory to the Director; and (c) the Director
certifies that the Permittee has discharged its obligation
herein. Provided, that upon prior notice to the Permittee and
entry of written findings that such is in the public interest.

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1 the Director may, in his/her sole discretion, excuse the
2 Permittee, conditionally or absolutely, from compliance with
3 all or any of the Permittee's obligation to remove the
4 vehicular overpass and its property and restore disturbed
5 areas.

6 Section 9. The vehicular overpass shall remain the
7 exclusive responsibility of the Permittee. The Permittee, by
8 its acceptance of this ordinance and the permission hereby
9 granted, does release the City from any and all claims
10 resulting from damage or loss to its own property and does
11 covenant and agree for itself, its successors and assigns,
12 with The City of Seattle to at all times protect and save
13 harmless The City of Seattle from all claims, actions, suits,
14 liability, loss, costs, expense or damages of every kind and
15 description (excepting only such damages that may result from
16 the sole negligence of the City), which may accrue to, or be
17 suffered by, any person or persons and/or property or
18 properties, including without limitation, damage or injury to
19 the Permittee, its officers, agents, employees, contractors,
20 invitees, tenants and tenants' invitees, licensees or their
21 successors and assigns, by reason of the maintenance,
22 operation or use of said City street, alley or any portion
23 thereof, or by reason of anything that has been done, or may
24 at any time be done, by the Permittee, its successors or
25 assigns, by reason of this ordinance, or by reason of the
26 Permittee, its successors or assign, failing or refusing to
27 strictly comply with each and every provision of this
28 ordinance; and if any such suit, action or claim shall be
filed, instituted or begun against the City, the Permittee,
its successors or assigns, shall, upon notice thereof from the
City, defend the same at its or their sole cost and expense,
and in case judgment shall be rendered against the City in any
suit or action, the Permittee, its successors or assigns,
shall fully satisfy said judgment within 90 days after such
action or suit shall have been finally determined, if
determined adversely to the City. Provided that if it is

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determined by a court of competent jurisdiction that RCW 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of: (a) the City, its agents, contractors, or employees; and, (b) the Permittee, its agents, contractors, employees or its successors or assigns, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or Permittee's agents, contractors, employees or its successors or assigns.

Section 10. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the vehicular overpass is entirely removed from its location as described in Section 1 or until discharge by order of the Director of Engineering as provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which fully protect the City from any and all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time, in conjunction with: (a) construction, reconstruction, operation, maintenance, use, or existence of the vehicular overpass permitted by this ordinance and of any and all portions of the vehicular overpass; (b) Permittee's activity upon or the use or occupation of the areas described in Section 1 of this ordinance, as well as; (c) any and all claims and risks in connection with any activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an

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alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period. Coverage shall specifically name the vehicular overpass exposure. Liability coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part of the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. The City will not accept a certificate of insurance as evidence of current coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.

Section 11. The Port of Seattle shall require that any and all of its contractors performing construction work on the premises as contemplated by this permit, name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all contract documents a provision extending construction indemnities and warranties granted to The Port of Seattle to the City as well.

Section 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the City Council by resolution. If permission is granted, the assignee or

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transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

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Section 13. The Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said vehicular overpass during construction, reconstruction, repair, annual structural inspections, and at other times under the direction of the Director of Engineering.

Section 14. The Permittee shall not discriminate against any employee or applicant for employment in connection with the design, architectural or structural engineering work or the repair, or maintenance of the vehicular overpass permitted to be erected pursuant to this ordinance, on the basis of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, age, national origin, or the presence of any sensory, mental or physical handicap unless based upon bona fide occupational qualification. The foregoing commitment shall be implemented as follows:

a. The Permittee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, sex, national origin or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. The Permittee shall post in conspicuous places available to such employees and applicants for such employment, notices setting forth the provisions of this non-discrimination clause.

c. The Permittee shall furnish to the Director of Human

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1 Rights or a successor official, upon his or her request and on
2 such forms as may be provided, a report of the affirmative
3 action taken in implementing this provision and will permit
4 reasonable access to its records for the purposes of
5 determining compliance with this Section. If, upon
6 investigation, the Director of Human Rights finds probable
7 cause to believe that the Permittee has failed to comply with
8 any of the terms of this Section, the Permittee and the Street
9 Use Appeals Board (Board) will be so notified in writing. The
10 Board shall give the Permittee at least ten (10) days notice
11 and a hearing thereon. If the Board finds that there has been
12 a violation of this Section, the Board may suspend the
13 permission conferred pending full compliance with the terms of
14 this Section.

15 Failure to comply with any of the terms of this provision
16 shall be a material violation of this ordinance.

17 The foregoing paragraphs shall be inserted in any
18 subcontracts for work undertaken pursuant to this ordinance in
19 connection with the design, architectural or structural
20 engineering work or the repair, or maintenance of the
21 vehicular overpass permitted to be maintained hereunder,
22 unless the Director of Human Rights authorizes the use of
23 another equality of employment opportunity provision.

24 Section 15. The Permittee shall deliver its written
25 acceptance of the permission conferred by this ordinance and
26 its terms and conditions to the Director of Engineering within
27 sixty (60) days after the effective date of this ordinance.
28 The acceptance shall be filed with the City Clerk. If no such
acceptance is received by then, the privileges provided by
this ordinance shall be deemed declined or abandoned; and the
permission extended, contingent upon its acceptance, deemed
lapsed and forfeited.

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Section 16. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of July 1996, and signed by me in open session in authentication of its passage this 22nd day of July, 1996.

Jean Drage
President _____ of the City Council

Approved by me this 30 day of July 1996.
Howard B. Rice
Mayor

Filed by me this 30 day of July 1996.
Margaret Carter
Clerk

(SEAL)

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Port of Seattle

August 7, 1996

Mr. Cyril Juanitas
Acting Director
Seattle Engineering Department
600 Fourth Avenue
Municipal Building, Room 600
Seattle, WA 98104

FILED
CITY OF SEATTLE
95 AUG 12 PM 4:36
CITY CLERK

Dear Mr. Juanitas,

Per Section 15 of Ordinance 118221 (Skybridge Permit for Terminal 5 Overpass), the Port of Seattle hereby accepts the permission, terms, and conditions conferred by the Ordinance.

Sincerely,

Larry Lanier, PE
Sr. Program Manager

P.O. Box 1209
Seattle, WA 98111 U.S.A.
(206) 728-3000
TELEX 703433
FAX (206) 728-3252



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Seattle
Engineering Department



John D. Okamoto, Director
Norman B. Rice, Mayor

June 19, 1996

RECEIVED OMP

JUN 24 1996

The Honorable Jan Drago, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

VIA: Mayor Norman B. Rice

Attention: Tom Tierney, Director
Office of Management and Planning

Subject: Port of Seattle Vehicular Overpass Application -
Southwest Spokane Street

Honorable Members:

The Port of Seattle was granted conceptual approval for the construction of a vehicular overpass connecting with the West Seattle Low-Level Bridge at the north side of Southwest Spokane Street, and extending over and across West Marginal Way Southwest, and Chelan Avenue Southwest to near 26th Avenue Southwest, by City Council Resolution 29182. The overpass will be forty (40) feet wide, for two-way vehicular traffic, and located approximately sixteen and one-half feet above the street grade. The overpass, which will be the main entrance and exit from Terminal 5, will also provide access to several other businesses along West Marginal Way Southwest. It will also separate most of the truck traffic from vehicular and train traffic at the intersection of Southwest Spokane Street, West Marginal Way Southwest, and Delridge Way Southwest.

Per conditions of Resolution 29182, a maintenance agreement has now been completed and signed by the City and the Port, and an alternate route for oversize loads up to twenty feet high and twenty-four feet wide will be provided by the Port. The protection, support, or relocation of any existing utility deemed necessary and/or required, because of the overpass construction project, will be done at the Port's expense. There remains one outstanding issue relating to the gate mechanism for traffic at the west end of the low-level bridge.

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Seattle Engineering Department, Room 400, Seattle Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104-1879 (206) 684-5000 VTDD (206) 233-1088

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The Honorable Jan Drago
June 19, 1996
Page 2

The Port guarantees the Seattle Engineering Department satisfaction on this issue, and will install a complete new mechanism if it is deemed necessary. Since this is such a minor issue we believe it should not delay the application process.

Construction plans, submitted in substantial conformance with the preliminary design, have been reviewed and approved by City staff, with the exception of the above noted issue.

I recommend that the enclosed draft ordinance, granting the Port of Seattle permission to construct and maintain a vehicular overpass connecting with the West Seattle Low-Level Bridge and extending over and across West Marginal Way Southwest and Chelan Avenue Southwest, be approved by the City Council.

Respectfully Submitted,


John D. Okamoto, Director
Seattle Engineering Department

JDO/KTJ:rha

Enclosures

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From: Phil Harrison
To: SEDTRANS.ET1.RALLWIN
Date: 6/13/96 4:19pm
Subject: Port's Terminal 5 Overpass Ramp

The Port has achieved plans approval sufficient to allow proceeding with the City's ordinance to allow a skybridge permit. The remaining issue concerned a satisfactory gate mechanism for traffic at the west end of the low level bridge. I have received a letter from the Port guaranteeing SED satisfaction on this issue prior to their proceeding with this element of the project. The Port will install a totally new gate mechanism, if deemed necessary after additional upcoming discussions with Richard Miller. Thanks.

CC: SEDTRANS.ET1.RMILL

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May 22, 1996

Mr. Phil Harrison
Project Manager
Seattle Engineering Department
600 Fourth Avenue
Municipal Building, Room 600
Seattle, WA 98104

Re: Terminal 5 Overpass

Dear Phil,

Enclosed are two originals of the Overpass Maintenance Agreement, both signed by Mic Dinsmore, the Port Executive Director. Please route these to the appropriate City member for counter signature. To my knowledge, the only remaining issues are the technical review comments we reviewed two weeks ago. It is my understanding that we are near resolution on the joint size issue, and we have requested the gate mechanism information from the manufacturer. The remaining technical issues involved drawing details which we are changing.

If possible, given the relatively minor outstanding issues, I would like to get on the City Council calendar for the final ordinance as soon as possible. We need to begin on-site construction as soon as the skybridge permit is issued, as the Overpass is on the critical path for project completion, and we have significant liquidated damages. Thanks for all your help Phil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Lanier'.

Larry Lanier, P.E.
Senior Project Manager

cc: Ray Allwine (SED) - less enclosures
Melody McCutcheon - " " "

P.O. Box 1209
Seattle, WA 98111 U.S.A.
(206) 728-3000
TELEX 703433
FAX (206) 728-3252



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RESOLUTION 29182

A RESOLUTION approving in concept the application of the Port of Seattle for a vehicular overpass over and across Southwest Spokane Street, West Marginal Way Southwest and Chelan Avenue Southwest.

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WHEREAS, the Port of Seattle has submitted a preliminary application for conceptual approval of a vehicular overpass pursuant to Ordinance 110422; and

WHEREAS, the application has been reviewed by various City Departments and the Street Use Appeals Board has recommended approval of the overpass; Now, Therefore,

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

As recommended by the Street Use Appeals Board and the Mayor in the attachments hereto, the preliminary application of the Port of Seattle for a vehicular overpass, forty feet in width, over and across Southwest Spokane Street, West Marginal Way Southwest and Chelan Avenue Southwest, connecting with the West Seattle Low-Level Bridge and extending westerly into Terminal 5, near 26th Avenue Southwest, at approximately sixteen and one-half feet above street grade, is hereby approved in concept, and the applicant is authorized to submit construction plans in substantial conformance with the design herein approved within one year after the date of approval, to the Director of Engineering for final review and recommendation. In addition to such terms and conditions as the Council will impose by ordinance pursuant to SMC 15.04.090, the conceptual approval herein granted shall be subject to the following conditions: (a) any protection, support or relocation of existing utilities shall be done at the Port's expense; (b) an alternate route for oversize loads up to twenty feet high and twenty-four feet wide shall be provided by the Port; and (c) a maintenance agreement shall be completed between the Port and the City detailing maintenance responsibilities of the overpass.

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Handwritten notes:
9-21-95
copy to [unclear]
[unclear] [unclear]

BE IT FURTHER RESOLVED that the City Council hereby finds that the foregoing vehicular overpass is in the public interest and that no reasonable alternative to the overpass exists.

1 Passed by the City Council the 11 day of Sept., 1995,
2 and sign by me in open session in authentication of its
3 passage this 11 day of Sept., 1995.

4 [Signature]
President of the City Council

5 Filed by me this 19th, day of Sept, 1995.

6 [Signature]
Clerk

7 THE MAYOR CONCURRING:

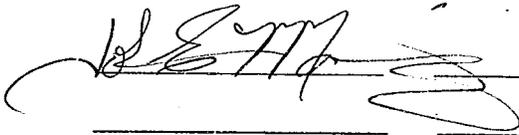
8 [Signature]
Mayor

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TIME AND DATE STAMP

SPONSORSHIP

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



FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

June 24, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Engineering Department

SUBJECT: AN ORDINANCE granting the Port of Seattle permission to construct, maintain and operate a vehicular overpass connecting with the West Seattle Low-Level Bridge at the north side of Southwest Spokane Street, and extending over and across West Marginal Way Southwest, and Chelan Avenue Southwest for a fifty (50) year term, specifying the conditions under which this permit is granted, and providing for acceptance of the permit and conditions.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Kwan Wong at 684-8083.

Sincerely,

Norman B. Rice
Mayor

by


TOM TIERNEY
Director

h:\admin\legis\law\trswong14

Enclosure

96-200



OK
9/23
6-25-96

COPY FORWARDED
06 JUN 25 AM 9:06
FILE CITY ATTORNEY

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STATE OF WASHINGTON - KING COUNTY

70947
City of Seattle, City Clerk

-ss.

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1981, approved as a legal newspaper by the Superior Court of King County.

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

CT:ORD 118221

was published on

08/08/96

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

Subscribed and sworn to before me on

08/08/96
[Signature]

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.