



# SEATTLE CITY COUNCIL

## Transportation Committee

### Agenda

Tuesday, March 5, 2024

9:30 AM

Council Chamber, City Hall

600 Fourth Avenue

Seattle, WA 98104

Rob Saka, Chair

Joy Hollingsworth, Vice-Chair

Robert Kettle, Member

Dan Strauss, Member

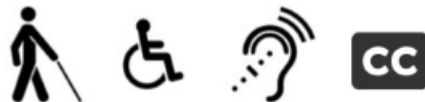
Tanya Woo, Member

Chair Info: 206-684-8801; [Rob.Saka@seattle.gov](mailto:Rob.Saka@seattle.gov)

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## Transportation Committee

### Agenda

#### March 5, 2024 - 9:30 AM

#### Meeting Location:

Council Chamber, City Hall, 600 Fourth Avenue, Seattle, WA 98104

#### Committee Website:

<https://www.seattle.gov/council/committees/transportation-x154110>

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This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

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*Please Note: Times listed are estimated*

**A. Call To Order****B. Approval of the Agenda****C. Public Comment****D. Items of Business****1. Seattle Transportation Plan**

Supporting Documents:

[Presentation - Seattle Transportation Plan Briefing](#)

**Briefing and Discussion** (40 minutes)

**Presenters:** Greg Spotts, Director, Francisca Stefan, Joanna Valencia, and Jonathan Lewis, Seattle Department of Transportation

**2. State of the Bridges**

Supporting Documents:

[2020 Bridge Audit](#)

[State of the Bridges Presentation](#)

**Briefing and Discussion** (40 minutes)

**Presenters:** Liz Sheldon and Angel Garcia, Seattle Department of Transportation

3. [CB 120726](#) **AN ORDINANCE** relating to the Seattle Department of Transportation; authorizing and directing the Director of the Seattle Department of Transportation to execute interlocal agreements with the Suquamish (suq̓ʷabš) Tribe and Muckleshoot (bəqəlšuʔ) Tribe; and ratifying and confirming certain prior acts.

Attachments: [Att 1 - Interlocal Agreement Between The City of Seattle and the Suquamish Tribe](#)  
[Att 2 - Interlocal Agreement Between The City of Seattle and the Muckleshoot Tribe](#)

Supporting Documents:

[Summary and Fiscal Note](#)  
[Central Staff Memo](#)  
[Presentation - Fautleroy Expressway Tribal Art Ordinance](#)

**Briefing, Discussion, and Possible Vote** (20 minutes)

**Presenters:** Stefan Winkler, Seattle Department of Transportation; Tim Reynon, Office of Intergovernmental Relations

## E. Adjournment



Legislation Text

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**File #:** Inf 2413, **Version:** 1

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Seattle Transportation Plan

# Seattle Transportation Plan

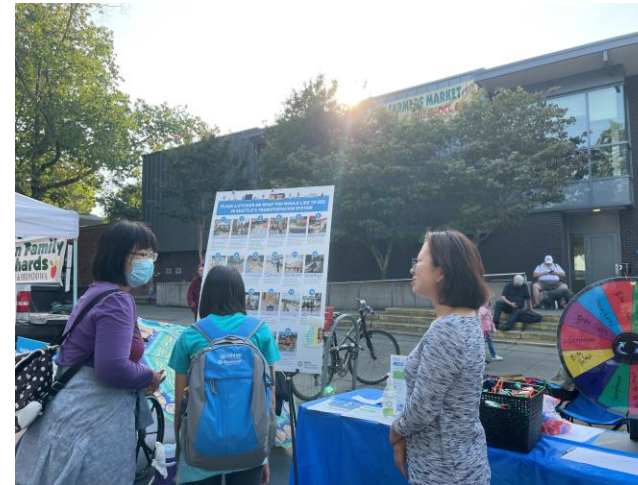
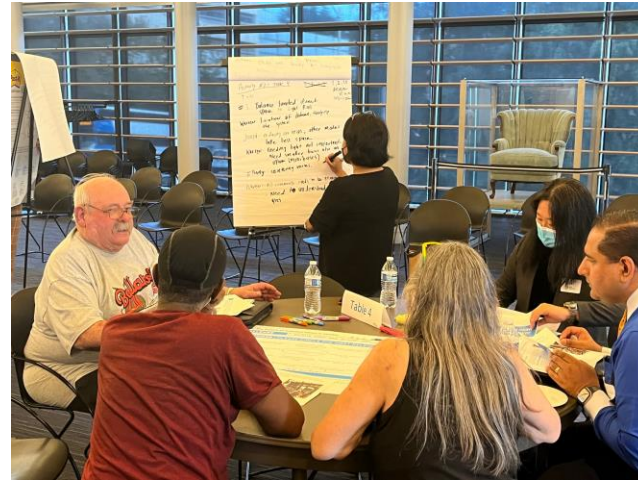
A Vision for the Future of Transportation in Seattle

Transportation Committee

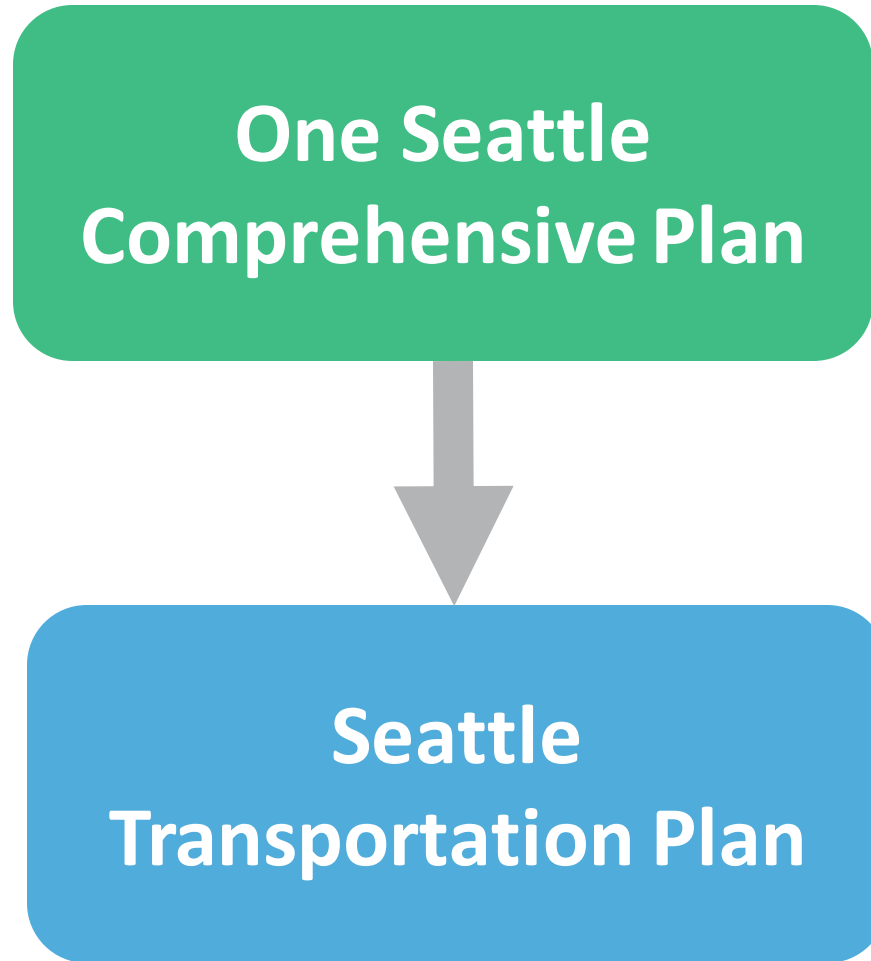
March 5, 2024

# Agenda

- STP background
- Community outreach and engagement
- Plan overview
- Discussion and questions



# One Seattle Comprehensive Plan and STP Relationship



## Vision and Policies

- Land use and growth strategy
- Transportation chapter charting policy direction
- Economic Development and Container Port chapters

## Policy Implementation and Strategy

- Goals, key moves, and performance measures to support Comp Plan direction
- Strategies and actions to implement Comp Plan policy direction
- Transportation investments to support growth strategy



# Why Does Seattle Need This Plan Now?



**Protect people**



**Invest in equity**



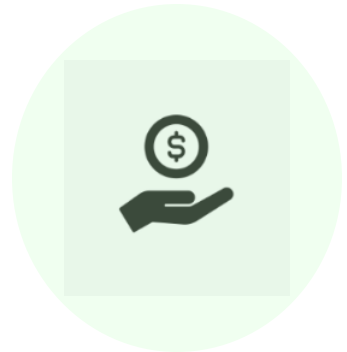
**Cultivate green transportation**



**Integrate land use and transportation strategies**



**Inform future transportation funding**



**Support economic vitality**



**Expand affordable access**

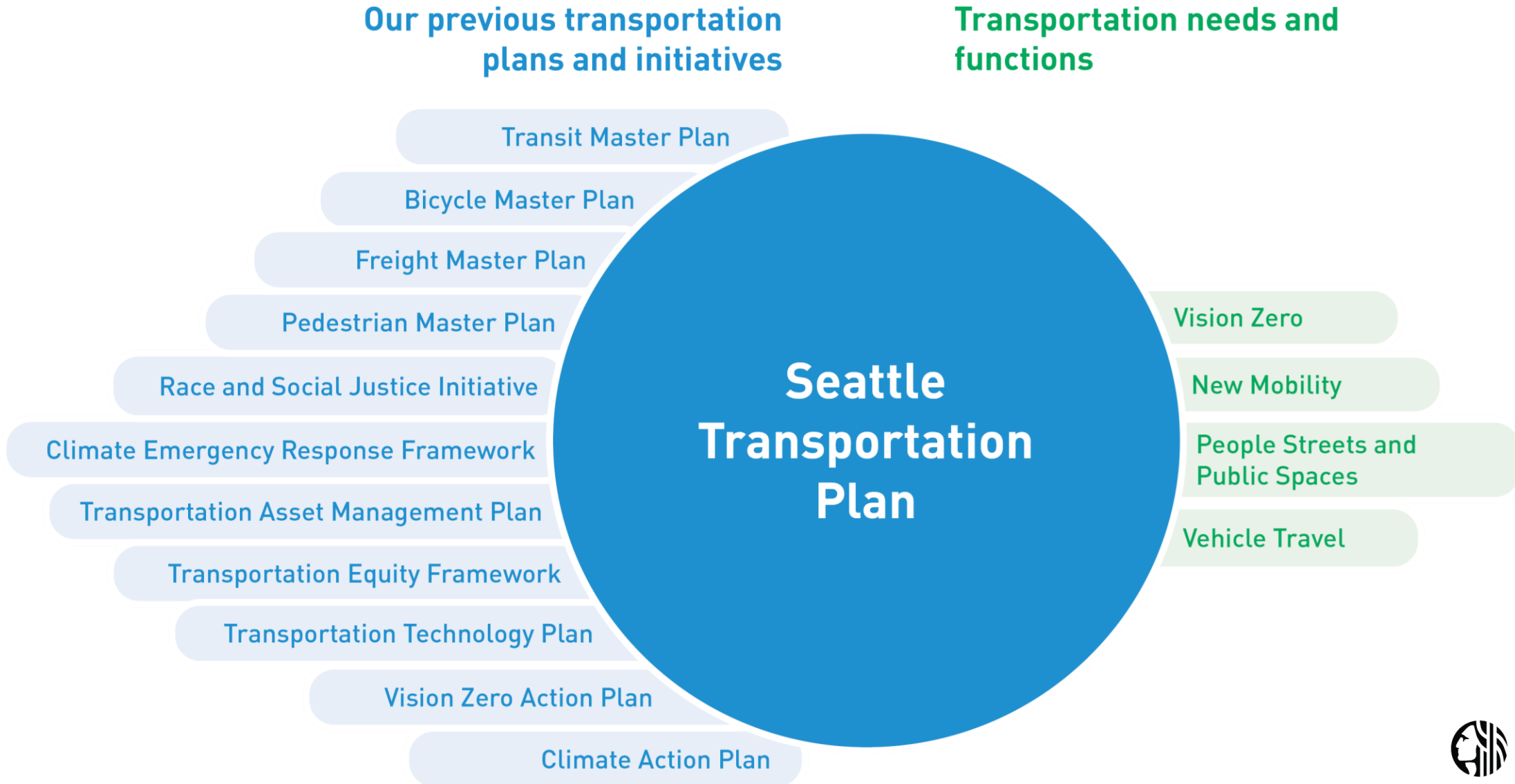


**Evolve and innovate with emerging trends**



**Reflect community priorities**

# What Is the Seattle Transportation Plan?



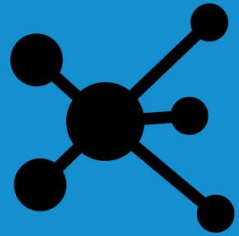
# Creating This Plan With Community

The STP launched in May 2022 and had three phases of engagement. This engagement helped us **co-create** the plan with community.



# Engagement Snapshot

## Seattle Transportation Plan Engagement



**78K+**

Total data points collected



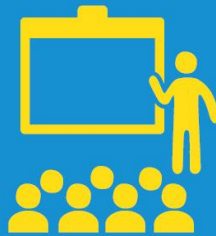
**60K+**

Total visits to the STP online engagement hub



**8K+**

Comments on interactive maps



**9K+**

People engaged at outreach events



**9K+**

Responses to surveys



**100+**

Social media posts



**131**

Community events



**115**

Meetings and briefings

# Engagement

- Community-based organizations:
  - Asian Pacific American Labor Alliance\*
  - Central Area Collaborative
  - Duwamish Valley Sustainability Association\*
  - Estelita's Library\*
  - Khmer Community of Seattle King County\*
  - Legacy of Equality Leadership and Organizing
  - Smash the Box
- Community Liaisons
- Focused outreach
  - Native and Indigenous Community
  - South Seattle Parents and Caretakers

\* = also contracted to work with OPCD on the One Seattle Comprehensive Plan



Estelita's Library held events and created an impact report



Celebration event with Khmer elders and youth



Smash the Box tabling at community festivals



Focus group with the senior and disabled community



DVSA developed walk in South Park

# What We Heard: Plan Components

- STP is headed in right direction
- Be bold, be actionable, be fast!
- Elevate safety, equity (including accessibility) and sustainability goals, in particular
- Elevate freight and economic vitality concerns
- Unpack implementation in further detail
- Finalize the performance metrics



Outreach with multi-lingual options



Community conversations at True Hope Village

# What We Heard: Projects and Programs

## Top Projects

- Rainier Valley RapidRide Coordination
- SW Alaska Street Link Light Rail Station multimodal and other station access
- Aurora Ave N Multimodal Improvements

## Program Concepts

- Safety – such as Vision Zero, Safe Routes to School, improved lighting and public safety at transit stops and stations
- Maintenance and Modernization – support for leveraging maintenance dollars
- Equity – such as rider incentives and subsidies, neighborhood-focused programs
- Sustainability – such as urban tree canopy, electric charging infrastructure
- Mobility and Economic Vitality – such as Transit and freight reliability, Healthy Streets, curb and parking management
- Livability - people streets, public spaces



Enhanced pedestrian crossing location and protected bike facility along Linden Ave



Seattle Bike Bus event helps kids get to school on a neighborhood greenway.



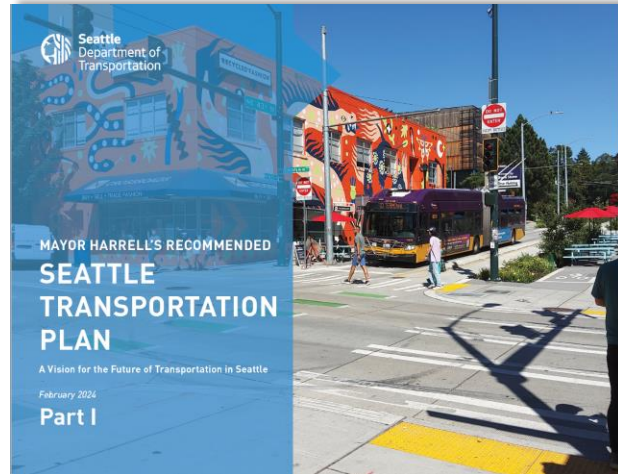
SDOT's Pothole Rangers are well-equipped to maintain streets in every neighborhood.

# How We've Responded

- Developed **implementation** chapter
- **New key moves** to address safety and equity
- Created **new implementing actions** and revised others to respond to major comment themes
- Revised goal to Mobility and **Economic Vitality**; expanded discussion throughout plan
- Expanded link to Comprehensive Plan's **growth strategy** and Economic Development and Port Container chapters
- Listed **STP potential projects** with priority level; identified **program activities**



# STP Framework Components



Vision Statement

6 Goals

26 Key Moves

Implementation Strategy

8 Functional Elements

# STP Vision

Seattle is an equitable, vibrant, and diverse city in which moving around is safe, sustainable, and just. All people and businesses can access their daily needs and feel connected to their community.

The STP Vision Statement is a result of a yearlong conversation with people throughout Seattle.

# STP Goals



## Safety

Prioritize safety for travelers in Seattle, with no serious injury or fatal crashes



## Mobility & Economic Vitality

Provide reliable and affordable travel options that help people and goods get where they need to go



## Equity

Co-create with community and implement restorative practices to address transportation-related inequities



## Livability

Reimagine city streets as inviting places to linger and play



## Sustainability

Respond to climate change through innovation and a lens of climate justice



## Maintenance & Modernization

Improve city transportation infrastructure and ready it for the future

# The Key Moves

- Strategies that help us achieve the STP Vision and Goals
- Known methods that work, and new ways to make change happen faster
- Rooted in what communities want to see in our transportation future

- Safety
- Equity
- Sustainability
- Mobility & Economic Vitality
- Livability
- Maintenance & Modernization



## SAFETY

# Lead with Safety

*Goal: Prioritize safety for travelers in Seattle, with no serious injury or fatal crashes*

- **S1:** Reduce vehicle speeding to increase safety
- **S2:** Concentrate safety investments where fatal and serious injury collisions occur most or are at a higher risk of occurring
- **S3:** Make all journeys safer, from departure to destination, especially for people traveling outside the protection of a vehicle
- **S4:** Provide safer routes to schools, parks, transit, community gathering spaces, and other common destinations
- **S5:** Support public safety through maintenance of critical access routes and planning for a climate resilient network



## EQUITY

# Transportation Justice is Central

*Goal: Co-create with community and implement restorative practices to address transportation-related inequities*

- **TJ1:** Center the voices of communities of color and underrepresented groups in planning and decision-making processes
- **TJ2:** Address inequities in the transportation system by prioritizing investments for impacted communities
- **TJ3:** Remove cost as a barrier so everyone can take the trips they need to make
- **TJ4:** Support shifts toward non-punitive transportation enforcement approaches that reduce harm and enhance public





## SUSTAINABILITY

# Climate Action

*Goal: Respond to climate change through innovation and a lens of climate justice*

- **CA1:** Improve neighborhood air quality and health outcomes by promoting clean, sustainable travel options
- **CA2:** Green city streets with landscaping and street trees to better handle changing climate
- **CA3:** Foster neighborhood vitality and improved community health
- **CA4:** Support the transition from fossil fuel to electric vehicles for personal, commercial, and delivery trips
- **CA5:** Advance mobility management strategies to encourage walking, biking, and transit trips



**MOBILITY &  
ECONOMIC VITALITY**

# Connect People and Goods

*Goal: Provide reliable and affordable travel options that help people and goods get where they need to go*

- **PG1:** Create seamless travel connections
- **PG2:** Make walking, biking, and rolling more convenient and enjoyable travel choices, especially for short trips
- **PG3:** Create world-class access to transit and support making service more frequent and reliable
- **PG4:** Support access to jobs, freight movement, and growth in deliveries
- **PG5:** Manage curbspace to reflect city goals and priorities





## LIVABILITY

# Streets for People, Places We Love

*Goal: Reimagine city streets as inviting places to linger and play*

- **PP1:** Reallocate street space to prioritize people, creating enjoyable places that also facilitate goods delivery and mobility
- **PP2:** Create welcoming community and mobility hubs
- **PP3:** Co-create and enhance public spaces for playing and gathering to improve community health
- **PP4:** Activate and maintain public spaces to create a welcoming and age-friendly public realm



## MAINTENANCE & MODERNIZATION

# Streets that Work, Today and in the Future

*Goal: Improve city transportation infrastructure and ready it for the future*

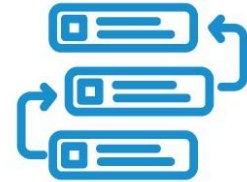
- **MM1:** Maintain our streets, sidewalks, and bridges and incorporate planned safety and network improvements with maintenance work
- **MM2:** Reduce neighborhood disparities in the quality of streets, sidewalks, public spaces, and bridges
- **MM3:** Ready city streets for new travel options and emerging trends and technologies

# STP Implementation Strategy



## Program and Project Identification

Programs and projects to improve the transportation system



## Prioritization Framework

Method to identify project and program investments that best advance the STP vision, goals, and key moves



## Potential Funding Opportunities

Assessment of a variety of funding opportunities



## Performance Measures

Targets that track progress

# STP Projects and Programs

## Projects

- Updated capital project list
- All are large capital, > \$10M

## Programs

- Both capital and service programs
- New and existing program actions

# Part 2: Eight Elements



**TRANSIT ELEMENT**



**FREIGHT AND URBAN GOODS  
MOVEMENT ELEMENT**



**BICYCLE AND E-MOBILITY  
ELEMENT**



**PEDESTRIAN ELEMENT**



**PEOPLE STREETS AND  
PUBLIC SPACES ELEMENT**



**VEHICLE ELEMENT**



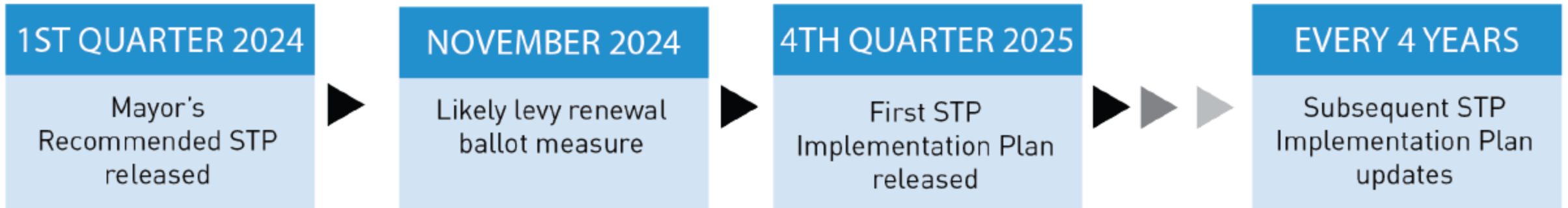
**CURBSIDE MANAGEMENT  
ELEMENT**



**NEW AND EMERGING  
MOBILITY ELEMENT**



# Next Steps

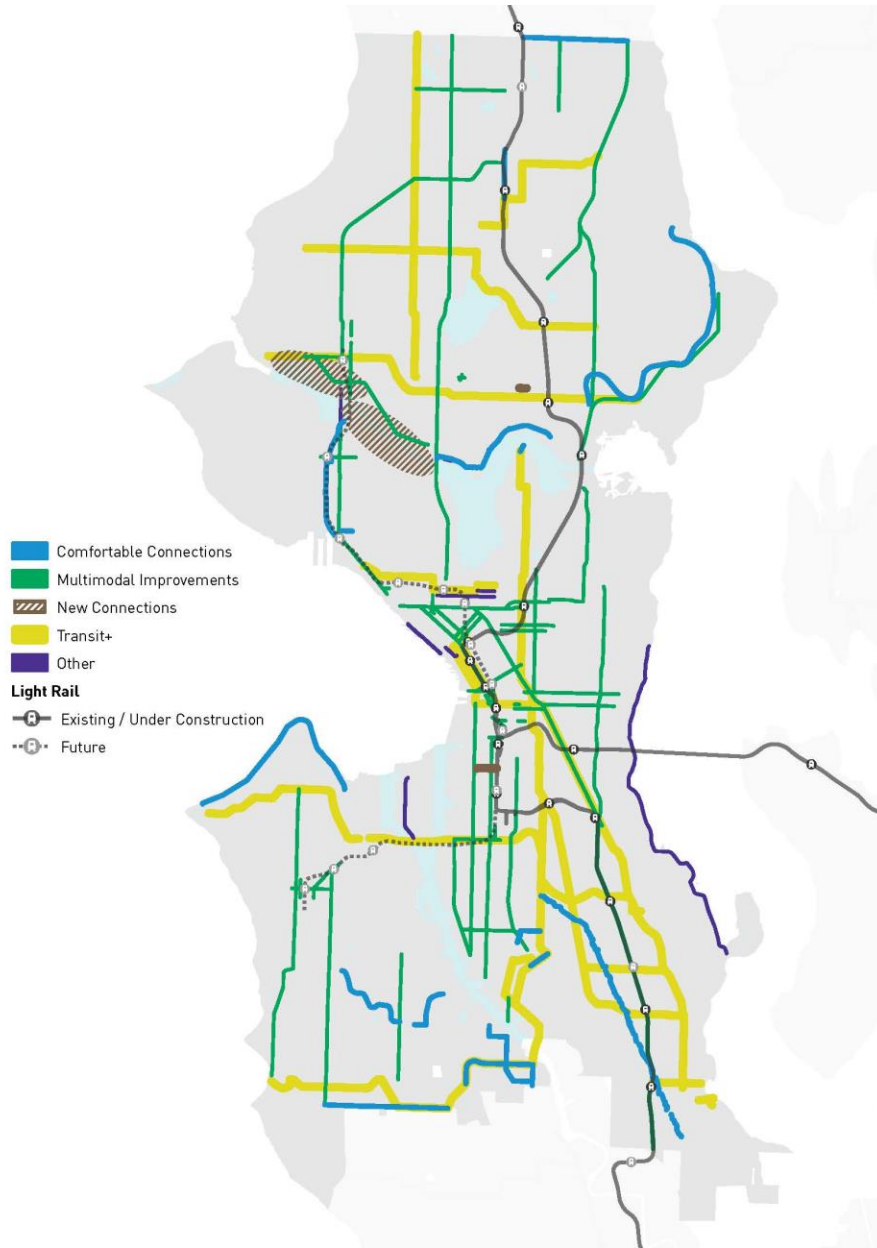


# Discussion

- Questions or comments

 [seattle.gov/transportation/seattletransportationplan](https://seattle.gov/transportation/seattletransportationplan)

# STP Large Capital Project List



- 81 projects
- Aspirational Large Capital Project List
- Greater than \$10M
- Includes new bridges, but not bridge maintenance and repair
- Inputs:
  - Priority investment networks
  - Pavement needs
  - Safety priorities
  - Link Expansion
  - Metro bus route improvements
  - Community input
  - Prior plans and studies



# Performance Measures

Performance Measure	Target
Number of traffic-related deaths	Zero traffic-related fatalities by 2030
Number of traffic-related serious injuries	Zero traffic-related serious injuries by 2030
Greenhouse gas emissions from vehicle trips	Net-zero by 2050
Vehicle miles traveled (VMT)	37% reduction in VMT by 2044
Percent of people walking, biking, or riding transit	63% of all trips by walk, bike, transit by 2044
Percent of households within a 10-minute walk via sidewalks or 5-minute ride via AAA bikeways of frequent transit	68% of households by 2044
Percentage of household income dedicated to transportation	Below 15% through 2044
Key infrastructure in state of good repair—good to fair condition	Asset-based targets for streets, sidewalks, bridges, etc.



Legislation Text

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**File #:** Inf 2414, **Version:** 1

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State of the Bridges

# Seattle Department of Transportation: Strategic Approach to Vehicle Bridge Maintenance is Warranted

September 11, 2020

Sean DeBlieck, Deputy City Auditor

David G. Jones, City Auditor



Seattle Office of City Auditor



# Seattle Department of Transportation: Strategic Approach to Vehicle Bridge Maintenance is Warranted

## Report Highlights

### Background

In this audit we analyzed 77 vehicle bridges that are owned and maintained by the Seattle Department of Transportation (SDOT). SDOT is also responsible for several non-vehicle bridges, and shares maintenance responsibilities on bridges owned by other entities, such as the state of Washington. Over the past 14 years, the average amount SDOT spent on bridge maintenance was \$6.6 million annually.

### What We Found

The City of Seattle (City) recognizes the need for more investment in bridge maintenance, but is not spending enough on the upkeep and preservation of its bridges, and risks becoming out of compliance with federal regulations. National data show that most Seattle vehicle bridges are in fair condition (using the federal rating system of good, fair, and poor), and the condition of the City's bridges has worsened over the last ten years. We also found legacy practices that affect the use of SDOT's current maintenance funding.

### Recommendations

We identified ways in which the City could better use its current bridge maintenance resources and remain in compliance with federal standards. However, to address the issue of aging bridge infrastructure, SDOT should develop a strategic bridge preservation program to make the most efficient use of current resources and to develop more effective plans for future needs.

### Department Response

In their response to our report, SDOT stated that they generally concurred with the report findings (see Appendices A and B).



#### WHY WE DID THIS AUDIT

The unexpected closure of the West Seattle High Bridge in March of 2020 raises questions about the adequacy of the City's oversight of its bridge portfolio. Seattle City Councilmember Alex Pedersen requested this audit to assess the physical condition of and maintenance investments in vehicle bridges in Seattle.

#### HOW WE DID THIS AUDIT

To accomplish the audit's objectives, we reviewed requirements from the Federal Highway Administration, analyzed National Bridge Inspection (NBI) data and City of Seattle financial data, interviewed knowledgeable SDOT, state, and federal employees, and observed SDOT bridge inspections.

*West Seattle High Bridge (left) and Low Bridge (right)*



**Seattle Office of City Auditor**  
David G. Jones, City Auditor  
[www.seattle.gov/cityauditor](http://www.seattle.gov/cityauditor)

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## INTRODUCTION

### Audit Overview

The unexpected closure of the [West Seattle High Bridge](#) in March of 2020 affects the lives and livelihoods of many Seattle residents. This case raises questions about the City's oversight and upkeep of its bridge portfolio. To better understand the current inventory, spending, and practices for maintaining vehicle bridges, Seattle City Councilmember Alex Pedersen, chair of the City Council's Transportation and Utilities Committee, asked us to do an audit of bridges owned and maintained by the Seattle Department of Transportation (see Appendix C for the audit request letter).

In their response to our report, the Seattle Department of Transportation (SDOT) stated that they generally concurred with the report findings (see Appendix A). We thank SDOT's Roadway Structures Division and SDOT's Finance and Administration Division for their cooperation on this audit. We also appreciate the assistance we received from the Washington State Department of Transportation and the Federal Highway Administration. The audit team for this project included Melissa Alderson, Luiza Barbato Montesanti, Sean DeBlicek, and Jane Dunkel.

### Background

**Like many jurisdictions, the City of Seattle is facing a critical stage in the lifecycle of its transportation infrastructure.** Many bridges throughout the United States are nearing the end of their useful lives, and the consequences of delayed maintenance have left many jurisdictions with considerable unfunded bridge maintenance needs. There are 614,000 public bridges in the United States, and the Federal Highway Administration estimates an annual investment of \$24.6 billion (in 2012 dollars) is needed to eliminate the backlog of bridge maintenance by the year 2032.<sup>1</sup>

**SDOT is responsible for the upkeep and maintenance of a large and diverse portfolio of bridges.** We analyzed 77 vehicle bridges<sup>2</sup> that SDOT owns and maintains in Seattle (see Exhibit 1). SDOT is also responsible for several non-vehicle bridges, and shares maintenance responsibilities on bridges owned by other entities, such as the state

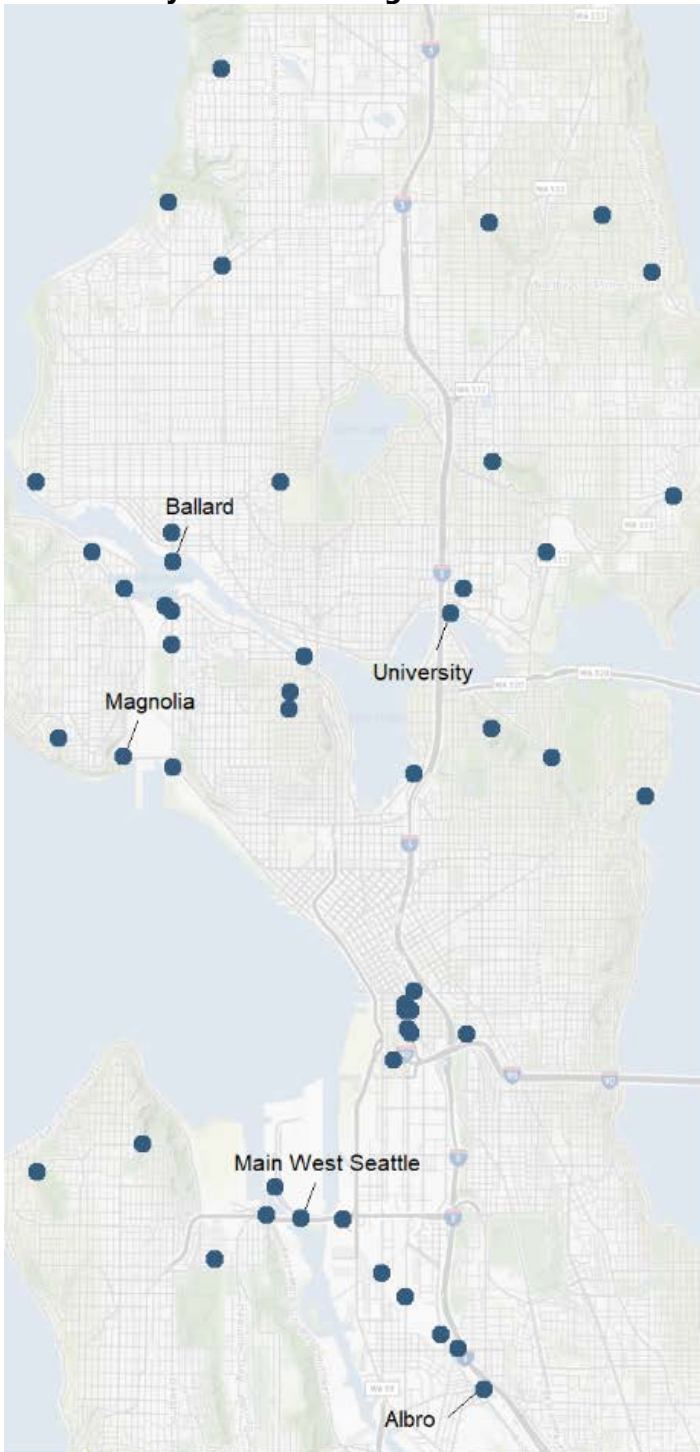
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<sup>1</sup> In Appendix E we discuss some promising approaches other jurisdictions are using to incrementally reduce their infrastructure maintenance backlog.

<sup>2</sup> The bridges we analyzed in this audit included all vehicle bridges longer than 20 feet for which SDOT has sole ownership and maintenance responsibility. Some bridges in Seattle are made up of many parts that are considered separate bridges from an engineering perspective, and are inspected and rated on their own. The 77 bridges we refer to in this report uses the engineering definition of a bridge; for example, the West Seattle High Bridge counts for seven bridges within the 77.

of Washington. SDOT is also responsible for transportation assets such as paved streets, sidewalks, areaways, and retaining walls.

**Exhibit 1: Major vehicle bridges that SDOT owns and maintains**



*Notes: Our analysis includes 77 individual vehicle bridges identified as being owned and maintained by SDOT. In some instances, we combined what SDOT classifies as individual bridges into one bridge complex. For instance, SDOT divides the West Seattle High Bridge into seven individual bridges, but we combined these and counted them as one bridge complex. The result is the 51 bridges shown on the map (though some may appear overlapping).*

Source: Office of City Auditor analysis of 2019 Federal Highway Administration National Bridge Inventory data.

**Keeping up with maintenance on bridges is important for controlling costs, connecting communities, and protecting life.** If an entity is not keeping up with maintenance with the intent of preservation its bridges will deteriorate earlier than expected and can significantly increase the bridges' planned lifecycle costs. The West Seattle High Bridge emergency closure provides an example of the strain imposed on the transportation network and reduced reliable transportation options for the public. Bridge failure can also pose significant risk to public safety. As shown with the Skagit Bridge collapse in 2013 and Minnesota's I-35W Bridge collapse in 2007, many people can be injured or killed when these critical pieces of infrastructure fail.

**SDOT is required to follow federal bridge inspection standards.** The Federal Highway Administration (FHWA) sets standards for bridge inspection through National Bridge Inspection Standards (NBIS). SDOT rates the condition of the City's bridges using these standards and reports this data to FHWA for an inventory of national bridge condition data. FHWA then rates bridges as either poor, fair, or good, using a nine-point scale. In general, bridges under NBIS must be inspected at least every two years.



## SEATTLE BRIDGE CONDITIONS AND BRIDGE MAINTENANCE SPENDING

### Section Summary

We analyzed 77 vehicle traffic bridges that are owned and maintained by SDOT. These bridges have a median age of 70 years. According to 2019 Federal Highway Administration pavement and bridge condition performance measures, although Seattle has a high number of poor and fair bridges (based on the federal rating system of good, fair, and poor), this is comparable with peer cities around the country. Nevertheless, even bridges in fair condition, like the West Seattle High Bridge, can require major, unexpected closures. Over the last decade, a larger percentage of Seattle’s bridges have gotten worse compared to those that have gotten better. Over the past 14 years, the average amount SDOT spent on bridge maintenance was \$6.6 million annually.<sup>3</sup> However, according to knowledgeable SDOT officials, the City is not spending enough to keep its bridges in good condition and avoid costly future repairs.

### The Current Condition of Seattle Bridges

**Most of Seattle’s bridges are in fair condition, but many of these bridges carry a lot of traffic and could require significant maintenance investments to remain in operation.** We analyzed SDOT’s 77 vehicle bridges and found that, in 2019, 29 percent were in good condition, 65 percent were in fair condition, and six percent were in poor condition (see Exhibit 2 and 3). The median age of these 77 SDOT bridges is 70 years.

### Exhibit 2: FHWA’s Bridge Condition Rating System

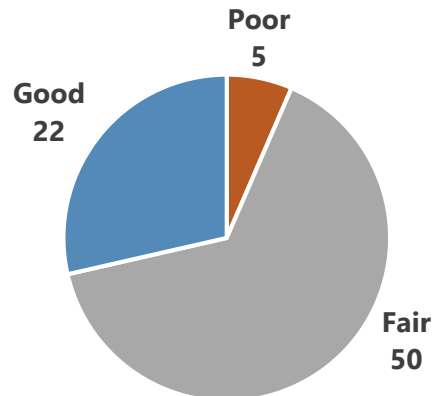
The Federal Highway Administration rates bridges as poor, fair, or good using a [nine-point scale](#) that considers the bridge’s deck, superstructure, substructure, or culvert. A bridge condition rating is one look at the overall condition of a bridge; **however, given the many complex parts of a bridge, the condition rating alone does not necessarily mean a bridge is safe or unsafe.**

Poor	Fair	Good
The lowest rating of any of the four bridge elements is four or less.	The lowest rating of any of the four bridge elements is a five or a six.	The rating of all four bridge elements is a seven or above.

Source: Federal Highway Administration.

<sup>3</sup> In this report, we consider costs related to bridge loading, bridge painting, structures engineering and structures maintenance as routine maintenance costs. Per discussions with SDOT officials, we do not consider capital improvements, such as seismic upgrades or bridge replacement projects, part of routine maintenance costs.

**Exhibit 3: Most of SDOT’s 77 vehicle bridges are in fair condition**



Source: Office of City Auditor analysis of National Bridge Inspection data from 2019.

SDOT bridge inspectors use federal guidelines to assign a condition rating to the parts of a bridge, and the Federal Highway Administration uses this data to calculate the total bridge condition value for inclusion in the National Bridge Inventory (see Exhibit 2). An FHWA engineer will periodically review a sample of bridge ratings during an onsite audit of SDOT’s bridge maintenance program to ensure that they are accurate. A bridge rated as poor is considered structurally deficient, but it is not necessarily considered so unsafe that a closure is needed. Conversely, a bridge rated as fair is not immune to failure. For example, the Washington I-5 Skagit River Bridge was in fair condition in 2012 but collapsed a year later when a semitruck struck a critical piece of the bridge’s superstructure.

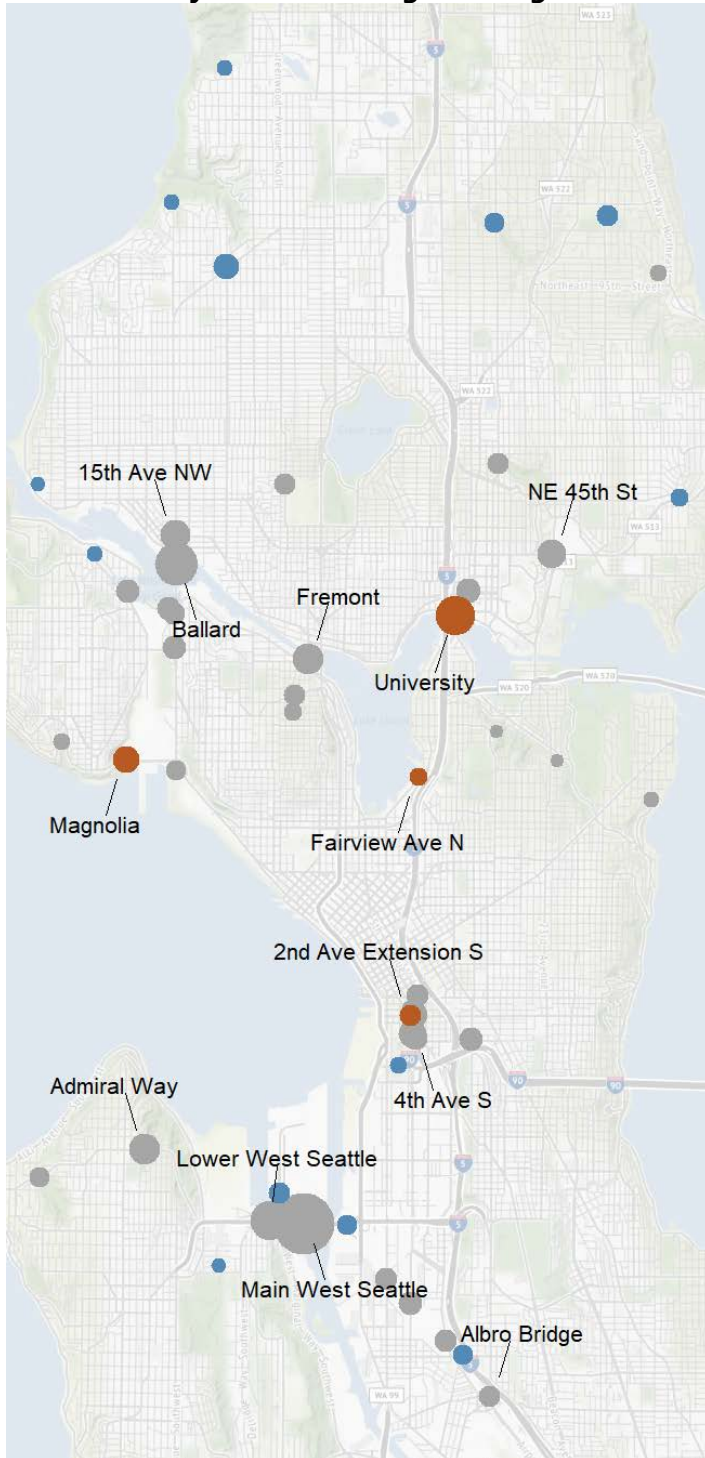
**The number of Seattle’s bridges that are in poor or fair condition is concerning for two reasons.** First, several of the largest and busiest bridges that connect communities across Seattle are not in good condition, which means they are at an elevated risk of unexpected closures that could affect thousands of people. For example: the University Bridge on average carries 36,000 vehicles daily and is rated poor; the Magnolia Bridge on average carries 20,000 vehicles daily and is rated poor; and before it was closed this year, the West Seattle High Bridge on average carried 108,179 vehicles daily and was in fair condition. Exhibit 4 shows the location, condition, and relative size of each SDOT bridge by deck area.

Second, a rating of either poor or fair does not mean that current SDOT maintenance levels will keep these important bridges in working condition. According to SDOT, some of the City’s bridges are nearing the end of their expected lifespan (which range from 50-75 years), and are in need of more costly repairs or will need to be replaced. SDOT predicts that if maintenance needs are not met on

these aging bridges, this could accelerate the bridges' deterioration, and lead to bridge closures or failures.

See Appendix D for the full list of the 77 bridges shown on the map below.

**Exhibit 4: Many of SDOT's largest bridges are in fair or poor condition**



**Condition**

- Good
- Fair
- Poor

**Deck area in square meters**

- 100000
- 200000
- 300000
- 400000

*Notes: Our analysis includes 77 individual vehicle bridges identified as being owned and maintained by SDOT. In some instances, we combined what SDOT classifies as individual bridges into one bridge complex. For instance, SDOT divides the West Seattle High Bridge into seven individual bridges, but we combined these and counted them as one bridge complex. The result is the 51 bridges shown on the map (some may appear overlapping). The condition of the bridge complex corresponds to the poorest condition of each of its individual bridges. As of 2019, SDOT has five vehicle bridges in poor condition: Magnolia, University (counted as two bridges), 2<sup>nd</sup> Ave Ext S, and Fairview Ave N (which is in the process of being replaced).*

Source: Office of City Auditor analysis of 2019 Federal Highway Administration National Bridge Inventory data.

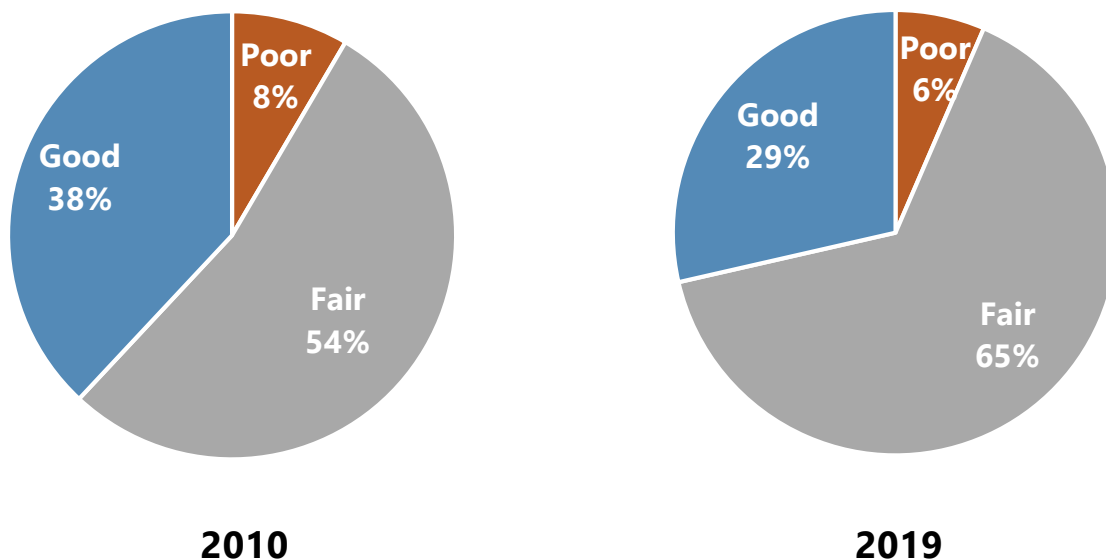
**Most of SDOT’s bridges are in fair condition but, over time, the condition of the overall bridge portfolio has gotten worse.**

During this time, the percent of total bridges in good condition has declined from 38 percent to 29 percent (see Exhibit 5). According to [federal guidance](#), SDOT should be working to preserve good bridges in good condition to maintain the structural reliability of bridges and avoid future costly repairs. SDOT is not meeting this goal and only 22 out of its 77 bridges are in good condition.

Twenty-one bridges changed condition between 2010 and 2019:

- six bridges improved (three from poor to fair, one from fair to good, two from poor to good)
- 15 bridges worsened (12 from good to fair, three from fair to poor)

**Exhibit 5: The overall condition of SDOT’s 2019 vehicle bridge portfolio has declined since 2010**



Note: There were 77 vehicle bridges longer than 20 feet owned and maintained by SDOT in 2019, and 71 of these bridges were in the National Bridge Inventory in 2010.

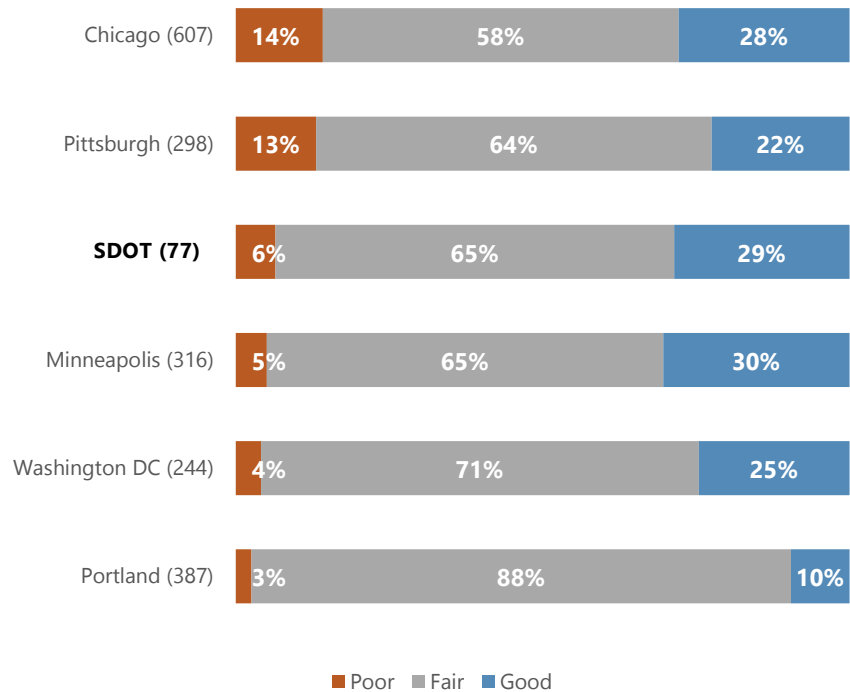
Source: Office of City Auditor analysis of Federal Highway Administration National Bridge Inventory.

**Other Jurisdictions Have Similar Bridge Condition Data**

**Like Seattle, major cities across the country have a high share of bridges in poor and fair condition.** We compared the condition of Seattle’s bridges to the bridges to a sample of five cities that have a similar bridge inventory to Seattle. For all these cities, including Seattle, the majority of bridges are in poor or fair condition (see Exhibit 6). With 29 percent of its bridges in good condition, Seattle is similar to Chicago (28 percent good) and Minneapolis (30 percent good). The similarity of bridge conditions across these cities makes sense for two reasons. First, funding for bridge maintenance and upkeep is a challenge at all levels of government, and particularly for

local governments. According to SDOT, state departments of transportation get funding from FHWA, and then disperse this funding to local jurisdictions through a competitive process. As a result, cities must compete for FHWA funding or seek funding from other sources. Second, about forty percent of U.S. bridges were built more than 50 years ago, which means that many of the bridges in the country are aging out at the same time.

**Exhibit 6. SDOT and peer cities’ number of bridges by condition, 2019**



Note: Data labels indicate the absolute number of bridges in each condition category. These figures are based on reported data. There are an additional 364 bridges in Portland, 431 bridges in Pittsburgh, 259 bridges in Washington, DC, 646 bridges in Chicago, and 346 bridges in Minneapolis with missing condition values. Note that this graph compares a list of bridges specifically identified as being owned and maintained by SDOT with bridges located in peer cities, without accounting for the agency that owns or maintains each of them. This analysis excludes bridges that were labeled as “pedestrian-bicycle.”

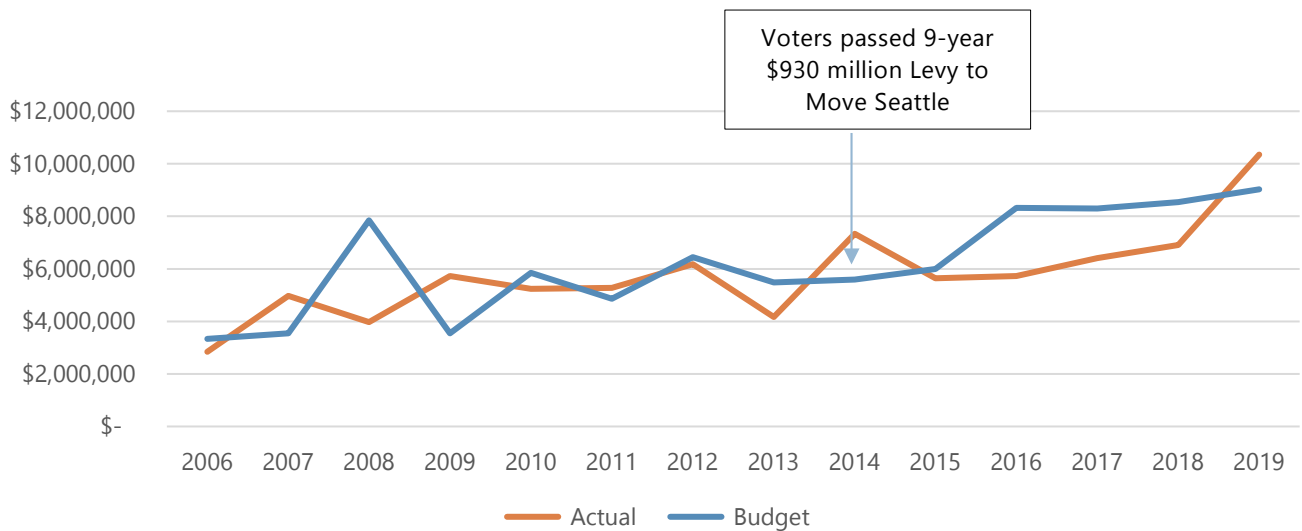
Source: Office of City Auditor analysis of Federal Highway Administration National Bridge Inventory.

**Seattle Budgeted \$98.5 Million for Bridge Maintenance and Spent \$91.9 Million Since 2006**

**Since 2006, SDOT has spent 93 percent of its budget for bridge maintenance.** From 2006 to 2019, Seattle budgeted \$98.5 million for bridge maintenance and spent \$91.9 million (see Exhibit 7, dollar amounts have been adjusted for inflation). As Exhibit 7 shows, the budget did not always align with actual expenditures on a year-by-year basis. Some of this is to be expected. For example, in 2008 SDOT underspent their bridge maintenance budget because they were

saving funds for a large bridge painting project. This large painting project, the University Bridge, was completed in 2009. This use of funds that carryover from one year to the next occurs when the funding for these projects comes from the City’s Capital Improvement Program budget. SDOT officials told us the reason for the underspend between 2016 and 2018 was primarily because they did not have enough staff to perform planned maintenance activities.

**Exhibit 7: SDOT bridge maintenance budget and actual spending 2006-2019 (adjusted for inflation)**



Note: This chart includes budget and actual expenditure data for SDOT bridge maintenance projects. The projects used in our analysis capture the majority of SDOT’s bridge maintenance spending. Based on input from SDOT, we include costs charged to the following project codes as bridge maintenance: bridge loading, bridge painting, structures engineering and structures maintenance. We do not include costs related to bridge replacement, bridge seismic work, retaining walls, or the Elliott Bay Seawall, as these costs are related to preservation work, not routine maintenance or are not directly related to bridges.

Source: Office of City Auditor analysis of City of Seattle financial data.

**SDOT Estimates its Annual Spending is Far Below What is Needed to Maintain its Bridges**

**SDOT estimates its annual spending is tens of millions of dollars less than what is needed to maintain its bridges.** SDOT’s interim Roadway Structures Division Director told us that, based on 1) the rate at which the condition of Seattle’s bridges deteriorate, 2) the age of the bridges, and 3) the bridge’s current replacement value, SDOT estimates the City’s annual budget is far below what is needed to maintain all bridges in a state of good repair.<sup>4</sup> According to SDOT’s [Capital Projects and Roadway Structures 2018 Annual Report](#), the total replacement value for all bridges over 60 years old serviced

<sup>4</sup> A capital asset is in a state of good repair if it is in a condition sufficient for the asset to operate at a full level of performance. 49 CFR § 625.17

by Roadway Structures is \$3.4 billion.<sup>5</sup> SDOT estimates annual maintenance expenditures should be equivalent to one to three percent of the total replacement cost for the fixed assets being maintained, or, for bridges over 60 years old, a minimum of \$34 million per year. SDOT notes that, ideally, bridges that are nearing the end of their anticipated design life should receive increased maintenance funding, and bridges that have exceeded their anticipated design life should be scheduled for capital replacement.

According to our analysis, SDOT spent on average \$6.6 million per year on bridge maintenance since 2006. This is far below SDOT's most conservative estimate of what is needed - \$34 million. Clearly, the City is not spending enough to maintain all bridges in a state of good repair. However, to accurately estimate bridge maintenance needs and strategically prioritize work, SDOT needs better data on the condition of its bridges. This would require a detailed assessment of the condition data of each bridge's individual components, which SDOT does not currently have. On page 17 of this report, we recommend that SDOT undertake this work.

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<sup>5</sup> These figures include bridges in addition to the 77 bridges that we focus on in this report.

## OPPORTUNITIES TO IMPROVE SDOT'S MANAGEMENT OF BRIDGES

### Section Summary

SDOT has been working to transition from a reactive to a more strategic and proactive approach to bridge maintenance and preservation since 2018. However, some legacy practices and information gaps hinder its ability to properly keep the bridge portfolio in a state of good repair. SDOT lacks critical information for developing a strategic bridge preservation program, including an assessment of the level and mix of staffing resources needed to maintain their bridges. The City should improve their approach to bridge maintenance to slow further deterioration of its bridges, avoid costly fixes and replacements, and to remain in compliance with federal regulations.

### SDOT Recognizes the Need for a More Proactive Approach to Bridge Maintenance

**SDOT officials recognize the need for a more proactive approach to bridge, and other roadway structures infrastructure maintenance, and the department has started to make positive steps to address issues.** SDOT officials informed us that, for several years, the location of inspection and maintenance work within SDOT's organizational structure did not elevate bridge-related issues to the level of attention they deserved. In 2019, SDOT elevated the Roadway Structure group into its own division; this group is responsible for the maintenance and inspection of bridges as well as other major assets. This organizational change was made to elevate the priorities of bridges and other structures within SDOT. Staff in the Roadway Structures Division stated that they believe the division's creation led to improved communication to City leaders about the bridge program's needs.

Creating the Roadway Structures Division was a positive change because it demonstrated a positive tone at the top of the organization, a necessary element of a proactive bridge preservation program.<sup>6</sup> It has also led to proactive and positive efforts to improve the division. For example, to help identify and correct deficiencies in SDOT's bridge program, the Roadway Structures Division invited the FHWA to conduct an informal review of its bridge program in 2019. Additionally, SDOT is implementing two changes in the bridges program that should improve asset management:

1. As a result of the informal 2019 FHWA audit, SDOT will start reporting condition assessments of bridges on a much more

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<sup>6</sup> The [Committee of Sponsoring Organizations of the Treadway Commission \(COSO\)](#) recommends that senior management establish a strong tone at the top in communicating and reinforcing the importance of internal controls.



granular, component-by-component, basis. SDOT officials suggest that component-based replacement has the potential to extend the useful life of bridges more efficiently than the current practices.

2. In 2020 SDOT will create a three-year Strategic Advisor position dedicated to producing a strategic, long-term capital replacement, preservation, and maintenance plan for bridges based on the results of the new component-based condition assessment. Additionally, this position will also assist with addressing administrative bridge inspection processes found during the informal 2019 FHWA audit.

Finally, SDOT is working on its first ever Transportation Asset Management Plan, which they expect to publish later in 2020. Proactive efforts such as these demonstrate SDOT's recognition of the need to improve their asset management program.

The [Federal Highway Administration recommends](#) that entities like SDOT adopt a strategic approach to bridge maintenance called a bridge preservation program. These experts note that governments need to change the way they approach bridge maintenance because bridges have aged, and bridge use has changed over time. For example, vehicles have increased in number and weight, which puts more stress on structures than may have been envisioned by their designers.

### **SDOT Needs to Take Steps to Ensure Compliance with next Federal Review**

**SDOT needs to take steps to ensure compliance with its next formal federal review in 2022.** In late 2019, SDOT invited the Federal Highway Administration (FHWA) to conduct an informal review of SDOT's bridge program. SDOT requested the review because it wanted to ensure that any issues in the City's bridge program would be addressed before the FHWA's next formal review, which is scheduled for 2022.

During the 2019 review, FHWA assessed SDOT's compliance with the [National Bridge Inspection Program's metrics](#). These metrics include things like inspection frequency, inspection procedures, and qualifications of personnel. Passing the formal FHWA review is important as failure can make an entity ineligible for tens of millions of dollars in federal funding and put the agency on a costly and burdensome corrective action plan.

In 2019 the FHWA found that SDOT's bridge program had several items that needed to be corrected before the 2022 review. We spoke with the federal and state officials who conducted the review, and while they told us that detailed results of FHWA's review were still in draft form and not publicly available, they mentioned several areas

that the City needs to rectify before it can pass the next review, such as improving the documentation of bridge condition and inspection data. In July 2020, FHWA provided SDOT with a document summarizing the findings.

## Recommendation 1

**The Seattle Department of Transportation should take immediate steps to resolve all the issues identified in the 2019 Federal Highway Administration review.**

### **Using SDOT's Bridge Maintenance Resources for Reimbursable Activities May Make Maintenance Work on Seattle's Bridges More Costly**

**SDOT is engaged in legacy practices that limit its ability to get bridge maintenance work done with its current resources.** One such practice is using bridge maintenance workers to perform reimbursable work, unrelated to SDOT bridges, for other agencies. SDOT estimates that 20 percent of their bridge maintenance staff capacity is dedicated to performing reimbursable work for other divisions within SDOT, other City departments, or other local governments. This means that two out of every ten hours of SDOT's bridge inspection and maintenance crew work are not being used on the upkeep of Seattle's bridges, but to help supplement the department's budget. SDOT told us they lack the money to fully fund their bridge maintenance staff without the revenue from reimbursable work, which means they would need to make reductions to stay within budget.

According to the SDOT staff we spoke with, this focus on reimbursable work has affected the type of projects that bridge maintenance crews do. For example, instead of taking on a complex, multi-day SDOT bridge maintenance project, the crews may instead choose to focus on only smaller SDOT bridge maintenance projects to reserve capacity to perform reimbursable work. This approach to prioritization could mean that SDOT is missing opportunities to undertake projects that could have a significant impact on the useful life of an SDOT bridge.

Also, according to SDOT officials, the volume of reimbursable work varies from year to year, which may affect SDOT's ability to plan and schedule bridge maintenance work activities. Therefore, since the bridge maintenance crews must find a way to fit the reimbursable work into their work program, the work on SDOT bridge maintenance can sometimes be delayed. This delay of SDOT bridge maintenance work can lead to more costly future repairs.

The SDOT officials we spoke with said that the practice of maintenance staff performing reimbursable work preceded their time with the City and may have been appropriate when SDOT's bridges were younger and in better condition. With the rising need for bridge work in Seattle and recent complications with the West Seattle High

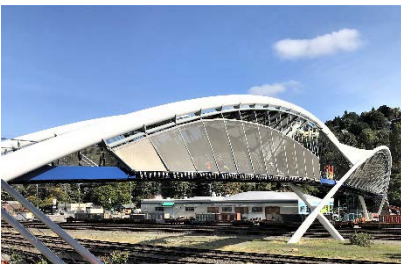
Bridge and the City's movable bridges, SDOT personnel are no longer as available as they were in the past for completing SDOT's work orders as well as the work of other departments. Delaying maintenance on Seattle bridges to get reimbursable work for entities outside of the Roadway Structures Division is likely to result in faster deterioration of bridges and could lead to more expensive emergency repairs.

## Recommendation 2

**The Seattle Department of Transportation (SDOT) should reduce the share of the department's maintenance workload that is currently dedicated to reimbursable projects unrelated to SDOT bridge maintenance. Such a change could be done incrementally.**

### **SDOT Inspections of Private Bridges May Delay Important Work on Public Bridges, Leading to Cost Increases**

**The Helix Pedestrian Bridge is a private bridge inspected by SDOT.**



Source: Seattle Department of Transportation.

**Another long-standing practice that limits SDOT's ability to do more with its current bridge maintenance dollars is safety inspections of private bridges.** While the safety of private bridges is important, SDOT's current practices reduce the already limited capacity of SDOT's bridge inspection crews. A [1968 Seattle Municipal Ordinance](#) requires SDOT to perform a safety inspection of privately owned bridges annually. Some of these privately-owned bridges are pedestrian bridges, such as the Helix Pedestrian Bridge at West Prospect Street in Seattle. Having SDOT inspect private bridges may delay important work on public bridges, leading to future cost increases. SDOT estimates that this work occupies one half of one employee's worth (0.5 FTE)<sup>7</sup> of work per year.

There are ways the City could reclaim this staffing resource for bridge inspections and maintenance. For example, SDOT could conduct desk reviews of the inspection reports completed by private inspectors. SDOT officials told us that a revised approach could still provide a comfortable level of safety assurance, while refocusing SDOT bridge inspection staff on critical City-owned assets.

## Recommendation 3

**The Seattle Department of Transportation should develop draft legislation to replace Ordinance 96715 to address current City of Seattle bridge maintenance priorities and ensure adequate oversight of private bridges.**

## Recommendation 4

**The Seattle Department of Transportation should develop policies and procedures to adequately oversee private bridges**

<sup>7</sup> According to SDOT, as of September 2020, they have a maintenance staff of 51 employees, including the interim Director, supervisors, managers, and administrative staff. In addition to bridges, these employees are responsible for retaining walls, stairways, areaways, review of construction permits that affect transportation assets, and assisting with transportation related emergency response. The Roadway Structures Division also includes 22 bridge operators.

that align with a revised version of Ordinance 96715, as mentioned in Recommendation 3.

### **Misalignment Between Staff and Work Creates Inefficiencies**

**SDOT does not have information on what staffing levels are needed to support essential bridge maintenance, making it difficult to plan for and complete this work.** According to SDOT officials, crew assignments are not consistently aligned with bridge inspector expertise, meaning less experienced staff can be assigned to more complicated work. Additionally, inspection and maintenance crews have in-office administrative responsibilities that take them away from critical work on the assets themselves. Due to technology limitations and issues with file organization and management, some of this work involves duplicative data entry and other inefficiencies. This reduces SDOT's capacity to perform critical bridge maintenance work.

Workforce planning helps ensure that an organization has employees with the necessary skills, in the correct job classification, performing their work efficiently and effectively. SDOT could use guidance from the federal government in their report, [Steps in Analyzing Staffing Requirements](#) to conduct such planning for bridge maintenance work. A strategic approach to workforce planning could also help ensure an efficient mix of the use of internal staff and contracting out work, and help with succession planning.

SDOT's interim Roadway Structures Division Director told us that a staffing analysis is needed, but that since creating the Division in late 2019, other work related to the West Seattle High Bridge has been a higher priority. SDOT also told us that staffing deficiencies resulting from safe work practices around COVID-19 has further reduced staff availability. Staffing needs for bridge inspections and maintenance may have changed over time with the aging of Seattle's bridges, and more inspectors and maintenance staff may be needed. Without a staffing analysis, SDOT lacks sufficient data to achieve the correct staffing level or assign employees to work that correctly matches their skillset.

SDOT should use this opportunity to assess the technology tools the bridge inspectors and maintenance staff use. In interviews, SDOT staff shared examples of how technology improvements could help improve the efficiency of their work. For example, providing laptops for staff could reduce the amount of time they have to travel from bridge inspection sites to City offices downtown. Another issue staff described is that SDOT's internal workorder system is not linked to the Washington state bridge management system that SDOT is required to use. This means that SDOT staff must enter the same bridge information into two different systems. Other jurisdictions

have addressed this issue by applying a technology solution to link both systems, so that data needs to be entered only once. As part of a workforce planning analysis, SDOT should explore opportunities to leverage technology improvements that would make better use of bridge staff resources.

Developing a staffing plan could provide an opportunity for SDOT to help promote the City's [Race and Social Justice Initiative](#) goal of increasing workforce and contracting equity.

**Recommendation 5**

**The Seattle Department of Transportation should conduct a staffing analysis to determine the number and type of staff required for the implementation of a bridge preservation program.**

**Recommendation 6**

**The Seattle Department of Transportation should incorporate the City's Race and Social Justice Initiative values into the staffing analysis of its bridge program.**

**Recommendation 7**

**The Seattle Department of Transportation should conduct a cost benefit analysis of technology upgrades needed to improve staff efficiency as part of their staffing analysis.**

**Estimates for Expected Useful Bridge Lives Are Outdated**

**SDOT does not currently calculate the useful life of its bridges in a precise way, which hinders its ability to efficiently respond to bridge maintenance needs.** Several factors have changed since most of Seattle's bridges were built, such as the size of vehicles, traffic volume, and environmental effects due to climate change. These factors were not foreseen when the bridge life estimates were created at the time of bridge construction, which is why agencies need to periodically update the expected useful life of each bridge.

Historically, SDOT used sufficiency ratings to annually rank bridges and prioritize replacement needs. Sufficiency ratings<sup>8</sup> are calculated for each bridge based on several condition factors and are also weighted with local impact factors to determine the bridge's importance to the overall transportation system. However, the FHWA now considers condition data for each individual bridge component a more useful and accurate way to plan for bridge maintenance work.

SDOT has not conducted a full analysis to determine the current useful lives of their bridges based on component condition data,

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<sup>8</sup> [FHWA](#) describes sufficiency rating as "a method of evaluating highway bridge data by calculating four separate factors to obtain a numeric value which is indicative of bridge sufficiency to remain in service. The result of this method is a percentage in which 100 percent would represent an entirely sufficient bridge and zero percent would represent an entirely insufficient or deficient bridge."

which means SDOT does not have this information to inform and prioritize bridge maintenance activities. However, SDOT indicated that they will start reporting condition assessment on a much more granular, component-by-component basis, which could be helpful in developing a more precise estimate of the useful lives of their bridges.

According to the Government Finance Officers Association, the estimated useful lives for bridges should be periodically reviewed to adjust for changing conditions. For example, if the intended use of the bridge has changed because of increased vehicle load, then the bridge will deteriorate at a faster rate, thus decreasing its useful life. SDOT should consider the costs incurred through a bridge's entire lifecycle and use this information to inform design decisions and prioritize maintenance needs.

Without a precise and nuanced understanding the estimated useful life of its bridges, SDOT cannot develop an effective and well-informed strategic capital preservation program. This means that SDOT will continue to spend money on issues that, if addressed earlier when they were low priority, may have been resolved with less money.

- Recommendation 8**      **The Seattle Department of Transportation should update the estimated useful life of their bridges using the condition data of individual bridge components.**
- Recommendation 9**      **The Seattle Department of Transportation should use the updated useful life estimates of its bridges to plan for preservation work and lifecycle costs.**
- Recommendation 10**      **After the Seattle Department of Transportation (SDOT) has accurate condition data, updated estimated useful life calculations, and lifecycle cost data, SDOT should develop a strategic asset management plan for its bridges and the City should develop and implement strategies to fill the bridge maintenance funding gap.**

## OBJECTIVES, SCOPE, AND METHODOLOGY

### Objectives

Seattle City Councilmember Alex Pedersen, chair of the City Council's Transportation and Utilities Committee, asked us to do an audit of bridges owned and maintained by the Seattle Department of Transportation (SDOT). The audit objectives were to answer the following questions:

- How much money has SDOT budgeted and spent for bridge maintenance?
- To what extent have expenditures on preventive maintenance aligned with national best practices?
- What measures and practices does SDOT use to assess the condition of Seattle's major bridges?
- How have the conditions of Seattle's major bridges changed over time, and which bridges are at highest risk of failure?
- To what extent do the conditions of Seattle's major bridges compare to similar jurisdictions?

### Scope

The scope for the condition analysis included vehicle bridges in Seattle that are owned and maintained by SDOT, that are longer than 20 feet and are included in the National Bridge Inspection (NBI) database. The condition data we obtained was for 2010-2019. The original scope for the budget to actual analysis was from 2000-2019 on bridge maintenance expenses, but adjusted to cover a shorter time frame due to data limitations. We reviewed relevant internal controls by interviewing knowledgeable officials, conducting a data reliability analysis for quantitative data sets, and reviewing federal criteria related to the audit objectives.

### Methodology

To accomplish the audit's objectives, we performed the following:

- Reviewed bridge maintenance requirements from the Federal Highway Administration (FHWA).
- Analyzed National Bridge Inspection (NBI) bridge condition data from 2010 to 2019 for Seattle, in addition to 2019 data for Washington DC, Chicago, Pittsburg, Minneapolis, and Portland. We chose these peer jurisdictions to help understand how Seattle compares to cities with similar populations, bridge issues, and geographic challenges. States submit bridge condition data on an annual basis for inclusion in the NBI database. FHWA conducts quality reviews of the data

before publishing them on its website, including logic and error checks, and also looking back over time for anomalies.

- Analyzed SDOT budget and actual financial data, from 2000 to 2019, for the project codes that SDOT uses for bridge maintenance. We obtained this data from SDOT, who gathered it from a query of the City of Seattle's citywide accounting systems of record. No budget data was available for the year 2000, and no budget or expense data was available for one of the project code cost categories from 2000 – 2005. Accordingly, we limited our analysis of budget and actual financial data to the years 2006 to 2019.
- Researched financial policies from a judgmental sample of jurisdictions, including Pittsburgh, Minneapolis, Portland, Scottsdale, King County, Denver, and Winnipeg. For each of these jurisdictions, we reviewed relevant ordinances, policies and reports, and interviewed city officials.
- Interviewed knowledgeable SDOT, state, and federal employees, and observed SDOT bridge inspections

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.



## APPENDIX A

### Department Response



September 10, 2020

Sean DeBlieck, Deputy City Auditor  
David G. Jones, City Auditor  
Seattle Office of City Auditor  
700 5<sup>th</sup> Avenue, Suite 2410  
Seattle, WA 98104

Dear Messrs. DeBlieck and Jones,

Thank you for conducting this thorough and collaborative audit of the Seattle Department of Transportation's (SDOT) vehicle bridge maintenance program. We appreciate the time you and your staff took to understand the complex engineering and financial aspects of our work, and our important role in supporting safety and mobility for the traveling public, preserving public infrastructure, and stewarding public funds. SDOT is committed to developing an even more comprehensive and proactive bridge asset preservation program that further maximizes the life of our critical infrastructure. As you know, we have already begun this effort, but when it comes to maintaining public safety, we always strive to improve.

One thing we wish to clarify is that while this audit of our bridge maintenance may have been inspired by the emergency closure of the West Seattle High-Rise Bridge on March 23 of this year, the issues that led to the closure of that bridge do not appear to be the result of any deficiency in our bridge maintenance program. In fact and to the contrary, these critical issues were identified and quickly addressed as a result of our existing proactive, thorough bridge inspection program.

As the audit report points out, the lack of funding for infrastructure maintenance is a national problem and not unique to Seattle. In SDOT's opinion, it is the most critical aspect necessary for the further improvement of our bridge inspection program and overall health of our key structural assets. We have been very transparent about this, noting this challenge most recently in our 2019 Capital Projects and Roadway Structures annual report.<sup>1</sup> Federal transportation funding has fallen from 1% of GDP to 0.5% over the last 35 years. Congress has kept the federal gas tax, a primary source of transportation funding, at 18.4 cents per gallon since 1993, resulting in a significant loss of purchasing power while construction costs have continued to go up. As noted, Seattle is not alone. A 2017 report by the American Society of Civil Engineers found that 9.1% of America's bridges are structurally deficient, and that the nationwide backlog of bridge rehabilitation work totaled \$123 billion.

In addition to diminishing federal resources, state resources have been limited in recent years, too, and Washington State has many infrastructure maintenance needs to address across the entire state. The resolution of these issues has been partially offset by the voter-approved Levy to Move Seattle, but we have a long way to go and until we work across all levels of government to find scalable, sustainable solutions, this will continue to be our primary challenge. To aid in this effort, we appreciate the report's Recommendation 10. It calls for a City-wide effort to develop and implement strategies to fill the bridge maintenance funding gap.

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<sup>1</sup> City of Seattle, Seattle Department of Transportation (SDOT), Capital Projects and Roadway Structures, "[2019 Capital Projects and Roadway Structures Annual Report for 2018](#)", 2019, page 36.

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Further, when it comes to funding, there are seemingly contradictory headlines within the audit we wish to clarify. On the one hand, the report notes that SDOT has, on occasion, underspent our bridge maintenance budget. Then, in close proximity, it notes that SDOT's bridge maintenance program requires significant additional resources. The fact is that maintenance program delivery fluctuates based on work accrual and staff capacity. We continue to implement process improvements to help ensure SDOT's actual spending and what's budgeted are more closely aligned.

As we committed to in the report, SDOT will develop a strategic asset management plan for its bridges and the City will work with state, federal and other funding partners to develop and implement strategies to fund bridge maintenance more fully. Because it is such an important investment need, Seattle included funding for bridge work in two recent levies: Bridging the Gap (2006) and the Levy to Move Seattle (2015). As we begin planning for the next transportation levy, bridge maintenance and capital rehabilitation/replacement needs will again be an important consideration in any City-wide effort. SDOT recognizes the fact that we have important work to do in order to better understand what a fully-resourced budget looks like, in terms of total dollars and what it would take to ramp up the internal capacity needed to carry out a maintenance program at that level. We also want to note that even as we are refining our budgets to reflect declining revenues due to the global COVID-19 pandemic, bridge maintenance continues to be a top priority.

As the audit also points out, while the bridges in our inventory that were the subject of the audit are a visible and important part of our transportation infrastructure inventory, SDOT also is responsible for maintaining roadway surfaces, areaways, retaining walls, seawalls, non-vehicular bridges, and other transportation assets valued at more than \$20 billion,<sup>2</sup> each with specific maintenance requirements, funding needs, and critical roles to play in our transportation network.

Appendix B includes our complete responses to the 10 recommendations described in the audit. Safety is our number one priority. When it comes to protecting the public, we will always welcome collaborative efforts to do better. That is why SDOT welcomed this audit and is fully committed to even more process improvement, staffing needs analysis, and specific use of bridge component condition ratings.

We have made an overall commitment to completing responses to the steps identified by this audit no later than the end of 2023, with some recommendations being addressed earlier. As part of this, SDOT will focus on developing a comprehensive workplan for the entire the roadway structures portfolio that includes schedules and cost estimates to guide investment and maintenance for a 30-year period. We will develop a model that can be adjusted by investment levels and modified condition, in order to respond in a transparent and timely manner.

We concur with 9 of the 10 recommendations, and partially concur with Recommendation 2, related to the percent of the time our maintenance and inspections staff perform bridge work versus performing reimbursable work for other entities.

On Recommendation 2, we concur with the goal of adequately staffing and funding bridge maintenance and inspection needs, but disagree that reimbursable work in and of itself represents a problem for our

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<sup>2</sup> City of Seattle, Seattle Department of Transportation (SDOT), Asset & Performance Management, "[Seattle Department of Transportation's \(SDOT\) Asset Status and Condition Report, 3<sup>rd</sup> Edition](#)", December 2015, page 9, Table II.

DeBlicek and Jones, September 10, 2020  
RE: Bridge Audit Report, page 3 of 3

maintenance and inspection needs. We see value in the flexibility that the current method provides by enabling us to staff higher levels than would be possible without reimbursable work; that perspective is punctuated by our consistent expenditure of the maintenance funds available to us. This also enables the department to have, within the existing constraints, a more resilient emergency response, to better manage staff training, development and succession planning, and to have the capacity to complete larger bodies of maintenance work. However, the goal should be to fully fund bridge inspection and maintenance staffing needs, and to manage reimbursable work in way that prioritizes bridges first.

We look forward to addressing these recommendations, sharing updates in the coming years, and continuing to maintain our assets for the safety and mobility of the traveling public in Seattle.

Sincerely,



Sam Zimbabwe (Sep 10, 2020 10:19 PDT)

Sam Zimbabwe  
Director

## APPENDIX B

### List of Recommendations and Department Response

**Recommendation 1: The Seattle Department of Transportation should take immediate steps to resolve all the issues identified in the 2019 Federal Highway Administration review.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** Work towards compliance by the Roadway Structures Bridge Inspection team began in late 2019 by creating more refined work order reporting and assessment to identify maintenance needs by bridge and priority (i.e. low, medium, high). In 2020 SDOT will create a new three-year Out-of-Class Strategic Advisor Level 2 position dedicated to producing a strategic, long-term capital replacement and maintenance needs plan for bridges based on the results of the new component-based condition assessment (and other factors). Additionally, this position will also assist with addressing administrative bridge inspection issues found during the informal 2019 FHWA audit.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2022.

**Recommendation 2: The Seattle Department of Transportation (SDOT) should reduce the share of the department's bridge maintenance workload that is currently dedicated to reimbursable projects unrelated to SDOT bridge maintenance. Such a change could be done incrementally.**

**SDOT Concurrence:** Partially Concur

**SDOT Implementation Plan:** We concur with the desired outcome, which is to have an appropriate level of staffing dedicated to this work, but believe there are multiple ways to achieve this, not all of which require reducing the amount or ratio of reimbursable work. The need for reimbursable work is related to the current funding level for structural inspection and maintenance staff at 0.8 FTE. Our implementation plan is to complete the staffing analysis mentioned elsewhere in this audit and to use it to determine the appropriate staffing and funding levels for the Roadway Structures Division as a whole.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2023.

**Recommendation 3: The Seattle Department of Transportation should develop draft legislation to replace Ordinance 96715 to address current City of Seattle bridge maintenance priorities and ensure adequate oversight of private bridges.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** Work with the SDOT Street Use Division and the City Attorney's Office to draft a reworked ordinance for consideration by City Council.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2023.

**Recommendation 4: The Seattle Department of Transportation should develop policies and procedures to adequately oversee private bridges that align with a revised version of Ordinance 96715, as mentioned in Recommendation 3.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** Roadway Structures will work with the SDOT Street Use Division and the City Attorney's Office to draft a reworked ordinance for consideration by City Council.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2023.

**Recommendation 5: The Seattle Department of Transportation should conduct a staffing analysis to determine the number and type of staff required for the implementation of a bridge preservation program.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will use the federal guidelines recommended in the audit to conduct a staffing analysis based on element level condition data.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2023.

**Recommendation 6: The Seattle Department of Transportation should incorporate the City's Race and Social Justice Initiative values into the staffing analysis of its bridge program.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will conduct a Racial Equity Tool Kit exercise to analyze proposed new methodologies for staffing analysis.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2023.

**Recommendation 7: The Seattle Department of Transportation should conduct a cost benefit analysis of technology upgrades needed to improve staff efficiency as part of their staffing analysis.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will identify technologies needed to conduct inspection and work order execution more efficiently along with associated costs for new technology.

**SDOT Estimated Completion Date:** Estimated completion no later than the end of 2022.

**Recommendation 8: The Seattle Department of Transportation should update the estimated useful life of their bridges using the condition data of individual bridge components.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will develop an implementation plan for this based on available staffing and funding levels.

**SDOT Estimated Completion Date:** Estimated completion of an implementation plan no later than the end of 2023. The actual update is subject to an increase in resource levels.

**Recommendation 9: The Seattle Department of Transportation should use the updated useful life estimates of its bridges to plan for preservation work and lifecycle costs.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will develop an implementation plan for this based on available staffing and funding levels.

**SDOT Estimated Completion Date:** TBD. Estimated completion of an implementation plan no later than the end of 2023. The actual update is subject to an increase in resource levels.

**Recommendation 10: After the Seattle Department of Transportation (SDOT) has accurate condition data, updated estimated useful life calculations, and lifecycle cost data, SDOT should develop a strategic asset management plan for its bridges and the City should develop and implement strategies to fill the bridge maintenance funding gap.**

**SDOT Concurrence:** Concur

**SDOT Implementation Plan:** SDOT will develop a strategic asset management plan for its bridges and the City will work with state, federal and other funding partners to develop and implement strategies to fund bridge maintenance more fully.

**SDOT Estimated Completion Date:** Estimated completion of the strategic asset management plan is no later than the end of 2023. Development and implementation of funding strategies will be ongoing.

## APPENDIX C

### Audit Request Letter



SEATTLE CITY COUNCIL | DISTRICT 4

**COUNCILMEMBER ALEX PEDERSEN**

April 23, 2020

David G. Jones, City Auditor  
Office of City Auditor  
700 Fifth Avenue, Suite 2410  
Seattle, WA 98104

**Re: request for audit assessing physical conditions and maintenance investments for Seattle bridges**

Dear Auditor Jones:

The purpose of this letter is to request, as chair of the City Council's Transportation and Utilities Committee, that the [Office of City Auditor](#) complete an audit report to assess the physical conditions and maintenance investments for the major bridges owned by the Seattle Department of Transportation (SDOT) with the scope of work proposed below.

In a city surrounded by multiple waterways, bridges are a critical component of Seattle's infrastructure for its residents and local economy and vital for transit, freight, and other uses. Bridges require relatively large investments to build and maintain to ensure they remain safe for their expected useful life. The rapid deterioration of the West Seattle Bridge underscores the need for City officials and the general public to have a clear, thorough, and independent understanding of the condition of major bridges throughout Seattle, including preventative maintenance investments and practices.

This requested report is intended to provide the basic oversight we believe the general public expects, especially in light of the unfortunate physical deterioration and closure of the West Seattle Bridge. We appreciate SDOT's recent transparency, responsiveness, and proactive sharing of information regarding the West Seattle Bridge. We want SDOT to continue its focus on the immediate needs of the West Seattle Bridge and can, therefore, be flexible on the final completion date(s) for this more formal review of information regarding the other bridges. We would, however, like the Auditor to provide a brief interim summary of the maintenance investments on bridges by mid-September to inform the City Council's fall budget process.

**Proposed Scope Limitations and Objectives:**

- According to the City of Seattle's adopted 2020 operating budget (p. 411) and SDOT's 2019 Capital Roadway and Structures report (page 19), there are 124 bridges owned and operated by the City of Seattle. The City Auditor's report will focus on SDOT's bridge maintenance program for the major bridges in the City's portfolio and may discuss other non-bridge assets. While SDOT already obtains and monitors much of this underlying information on our City's bridges and the federal government and state government also provide important oversight, I would like your office to methodically gather, summarize, and analyze that information for use by the City Council. It should include the following focus on assessing conditions and quantifying maintenance:

Audit request from Councilmember Pedersen

page 2 of 2

**I. SDOT Preventive Maintenance on Major Bridges**

- a. How much money does SDOT budget for bridge preventive maintenance?
- b. How much of this money has been spent on bridge maintenance?
- c. To what extent have expenditures on preventive maintenance aligned with national best practices?

**II. SDOT Condition Assessments of Major Bridges**

- a. What measures and practices does SDOT use to assess the condition of Seattle's major bridges?
  - b. How have the conditions of Seattle's major bridges changed over time, and which bridges are at highest risk of failure?
  - c. To what extent do the conditions of Seattle's major bridges compare to similar jurisdictions?
- In addition to summarizing key information on all major bridges, the report should include a deeper analysis of a sampling of major bridges across our city including, but not limited to, the Ballard Bridge, Magnolia Bridge, Montlake Bridge, University Bridge, and West Seattle Bridge.
  - The Auditor will discuss the final scope with SDOT, which could include a description of other major non-bridge infrastructure assets owned by the City to provide context for SDOT's broader asset management portfolio.

Please contact my office with any questions about this request.

Thank you.

Regards,



**Alex Pedersen**

City Councilmember and Chair of the Transportation & Utilities Committee

cc:

City Council President Lorena González and Seattle City Councilmembers,  
City Council Central Staff Director Kirstan Arestad,  
SDOT Director Sam Zimbabwe,  
Budget Director Ben Noble



## APPENDIX D

### List of 77 SDOT Vehicle Bridges

Bridge Name	2019 Condition Rating	Year Built
15 Ave W	Fair	1959
15th Ave NE	Good	1949
15th Ave NW	Fair	1957
1st Ave S	Fair	1935
23rd Ave W	Fair	1986
2nd Ave Extension S	Poor	1928
35th Ave NE	Good	2015
45th Ave NE	Fair	1949
4th Ave S - West Half	Fair	1910
4th Ave S - East Half	Fair	1910
4th Ave St	Fair	1933
8th Ave NW	Good	1950
Admiral Way - N	Fair	1927
Admiral Way - S	Good	1949
Airport Way	Fair	1928
Albro Bridge	Fair	1931
Ballard - Bascule	Fair	1917
Ballard - Conc Appr	Fair	1940
Ballard - Steel Appr	Fair	1940
Campus Prkw	Fair	1949
Cowen Park	Fair	1936
E Boston Terrace	Fair	1948
E Interlaken Blvd	Fair	1912
E Marginal Grade	Good	2012
Fairview Ave N	Poor	1948
Fremont - Bascule	Fair	1917
Fremont - Apprs	Good	2009
Holman Rd	Good	1975
Jackson St - W	Fair	1910
Jackson St - E	Fair	1987
Jose Rizal Bridge	Fair	1917
Klickitat Ave SW	Good	2001
Lower West Seattle - E Waterway	Fair	1975
Lower West Seattle - Swing	Fair	1991
Lower West Seattle - Appr	Good	1991
Lower West Seattle - Harbor Ave Lower N	Good	1999
Lower West Seattle - Harbor Ave Lower S	Good	1998
Lower West Seattle - Harbor Ave Upper N	Fair	1999
Lower West Seattle - Harbor Ave Upper S	Good	1999

## Seattle Department of Transportation: Strategic Approach to Vehicle Bridge Maintenance is Warranted

Bridge Name	2019 Condition Rating	Year Built
Lucille St	Good	1981
Magnolia	Poor	1929
Magnolia - Elliott Bay Marina N Ramp	Fair	1991
Magnolia - Elliott Bay Marina S Ramp	Fair	1991
Magnolia Extension	Fair	1957
Main West Seattle - Fauntleroy Expressway	Fair	1963
Main West Seattle - SW Spokane St Viaduct East Bound	Fair	1941
Main West Seattle - E Appr	Fair	1983
Main West Seattle - E Appr Ramp	Fair	1983
Main West Seattle - Mainspan	Fair	1983
Main West Seattle - W Appr	Fair	1983
Main West Seattle - W Appr Ramp	Fair	1983
McGilvra Blvd	Fair	1967
McGraw St	Fair	1935
N Queen Ann Dr	Fair	1935
NE 45th St - E Appr	Good	1976
NE 45th St - Main	Fair	1938
NW 57th St	Good	1986
Phinney Ave	Fair	1900
Princeton Ave NE	Good	2002
Royal Brougham	Good	2010
S Main St	Fair	1982
S Spokane St	Good	2010
Schmitz Park	Fair	1935
Seattle Blvd	Fair	1910
SW Nevada	Good	1988
University - Bascule	Fair	1915
University - N Appr C	Fair	1930
University - N Appr S	Poor	1930
University - S Appr	Poor	1930
W Dravus St	Fair	1959
W Emerson St	Fair	1949
W Fort St	Good	1985
W Galer St	Fair	2000
W Howe St	Fair	1946
Woodbine Way NW	Good	1928
Yesler Way - 4th Ave S	Good	1909
Yesler Way - 5th Ave S	Fair	1912

Source: Federal Highway Administration.

## APPENDIX E

### Results of Financial Policy Survey

In the city of Seattle and throughout the United States, infrastructure maintenance needs frequently compete for funding with more visible capital improvement projects, and are often underfunded. To identify whether other local governments had financial policies that enabled them set aside and preserve annual funding for bridge maintenance, we researched a judgmental sample of seven jurisdictions. The seven jurisdictions we researched included: Pittsburgh, PA; Minneapolis, MN; Portland, OR; Scottsdale, AZ; King County, WA; Denver, CO; and Winnipeg, Canada. We reviewed relevant ordinances, policies and reports, and interviewed knowledgeable officials.

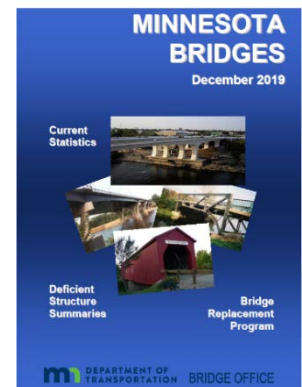
We found that four of the seven jurisdictions had financial policies to help preserve annual funding for infrastructure maintenance, including bridges. These ranged from: 1) entity-wide policy statements that were not enforced, 2) policies that were selectively implemented (based on how well the individual capital improvement project oversight committees worked), and 3) policies that reflected an entity-wide commitment to incrementally closing the deferred maintenance gap. We concluded that the following factors contribute to a jurisdiction’s potential for incrementally closing their infrastructure deferred maintenance funding gap:

1. A financial policy that preserves minimum annual funding for deferred maintenance,
2. Internal controls<sup>9</sup> to ensure that the financial policy is being adhered to,
3. A robust asset management system (i.e., one that relies on regularly updated, sufficiently detailed condition data to set and communicate funding priorities),
4. An entity-wide commitment—including elected officials, managers, and constituents—to the importance of reducing the deferred maintenance backlog, and
5. Involvement from community members with relevant expertise in setting funding priorities and commitment to transparency and making information about the infrastructure plan available to the public.

Three of the most promising approaches we identified included:

#### The City of Minneapolis, Minnesota

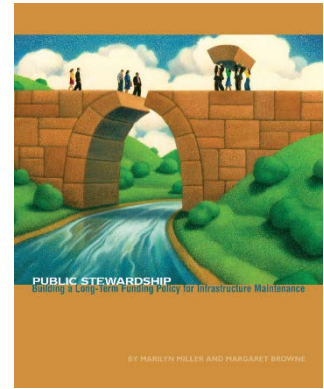
In 2016, the City of Minneapolis passed an ordinance requiring a minimum amount be spent annually for street infrastructure and neighborhood parks capital projects for the next twenty years. Funds may come from levy, cash, or bond proceeds. Minneapolis also has a Capital Long-Range Improvement Committee that developed rating guidelines used to assign point values to each capital budget project. Points are added if the capital improvements would save future maintenance costs and deducted if new projects do not have a source for ongoing maintenance funding.



<sup>9</sup> For example, the City of Minneapolis’ capital budget process tracks unspent funds as a check and balance system to ensure they are complying with their ordinance to spend a minimum annual amount for street infrastructure and neighborhood parks capital projects.

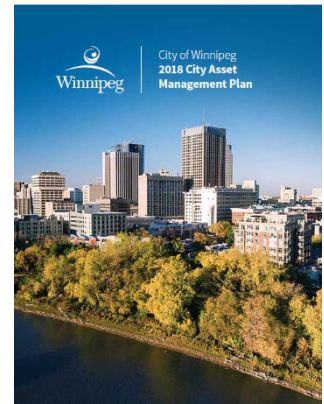
**The City and County of Denver, Colorado**

Recognizing that the existing capital planning and budgeting process was not adequately maintaining the city’s infrastructure, the City and County of Denver created two task forces: 1) to assess the condition of the current infrastructure, develop maintenance standards, and establish criteria for setting priorities, and 2) to develop a capital funding policy to provide a long-term framework based on the results of the first group. Based on the hard data and practical proposals that came out of the two task forces, the City and County of Denver was able to secure voter approval of a property tax increase for capital maintenance and a major capital maintenance bond issue.



**The City of Winnipeg, Manitoba, Canada**

The City of Winnipeg made a commitment to strengthening asset management by approving a policy that made it a core business function, establishing a framework by requiring the development of comprehensive Asset Management Plans (AMPs), and completing its first AMP in 2018. While City officials readily admit that closing their deferred maintenance gap will take a long-term effort and further work to identify and obtain additional sources of revenue, they now have a robust system for tracking and comparing the condition of their assets citywide, calculating the deferred maintenance gap for each asset, and prioritizing projects. This information, along with their organizational structure, puts them in a better position to make the case for the importance of maintaining infrastructure.



## APPENDIX F

### Seattle Office of City Auditor Mission, Background, and Quality Assurance

#### **Our Mission:**

To help the City of Seattle achieve honest, efficient management and full accountability throughout City government. We serve the public interest by providing the City Council, Mayor and City department heads with accurate information, unbiased analysis, and objective recommendations on how best to use public resources in support of the well-being of Seattle residents.

#### **Background:**

Seattle voters established our office by a 1991 amendment to the City Charter. The office is an independent department within the legislative branch of City government. The City Auditor reports to the City Council and has a four-year term to ensure her/his independence in deciding what work the office should perform and reporting the results of this work. The Office of City Auditor conducts performance audits and non-audit projects covering City of Seattle programs, departments, grants, and contracts. The City Auditor's goal is to ensure that the City of Seattle is run as effectively, efficiently, and equitably as possible in compliance with applicable laws and regulations.

#### **How We Ensure Quality:**

The office's work is performed in accordance with the Government Auditing Standards issued by the Comptroller General of the United States. These standards provide guidelines for audit planning, fieldwork, quality control systems, staff training, and reporting of results. In addition, the standards require that external auditors periodically review our office's policies, procedures, and activities to ensure that we adhere to these professional standards.

Seattle Office of City Auditor  
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Seattle WA 98124-4729  
Ph: 206-233-3801  
[www.seattle.gov/cityauditor](http://www.seattle.gov/cityauditor)

# SDOT Roadway Structures



City Council Transportation Committee Briefing  
March 5, 2024

# Our Vision, Mission, Values, & Goals

Seattle is a thriving equitable community powered by dependable transportation. We're on a mission to deliver a transportation system that provides safe and affordable access to places and opportunities.

## Core Values & Goals:

Equity, Safety, Mobility, Sustainability, Livability, and Excellence.

# Agenda

- Roadway Structures Division
  - What we do
  - Organization
- Bridge Strategic Asset Management Plan
- Update Audit Recommendations





# Key Takeaways

- Division Functions
- Division Responsibilities
- Bridge Asset Management
- Status Audit Response



# Roadway Structures Asset Responsibility

- Why number of assets may vary
  - New construction
  - Decommissioning of existing
  - Newly discovered assets
  - Change in ownership
- Misc. Structures
  - Historic bus shelters
  - Aerial siren
  - Seawall



135

Bridges



682

Retaining walls



493

Stairways



208

Areaways



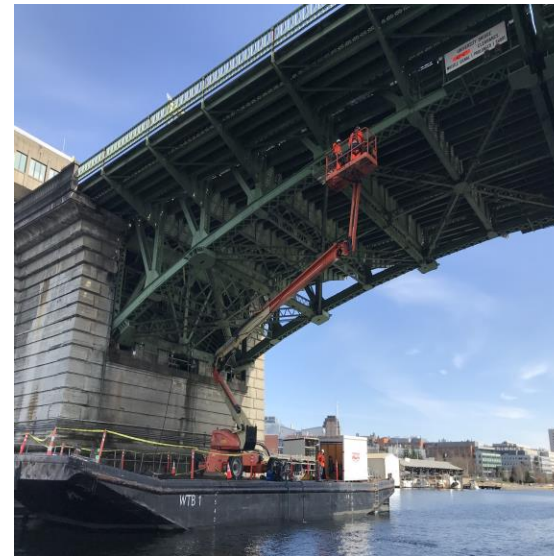
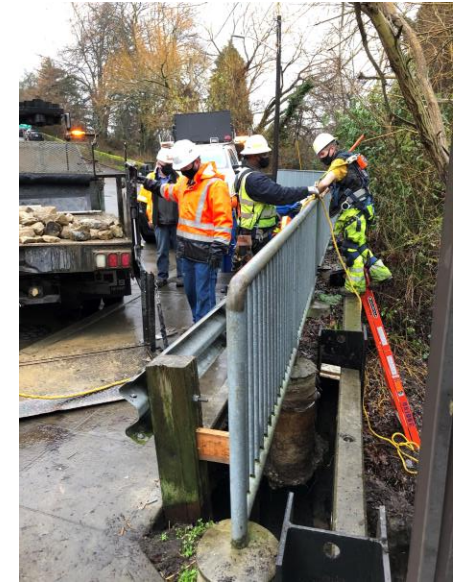
# Roadway Structures - Division Functions

- Key Functional Areas
  - Operation & Maintenance
    - Movable Bridge Operations
    - Routine maintenance
    - Repairs
  - Emergency Response/Incident Management Team
    - 24/7/365 Staffed On-Call Calendar
    - Response to roadway structures related issues for SDOT and as needed for WSDOT
    - Snow & Ice Response
  - Managing/Executing Capital Programs (Levy/Non-levy)
- Asset Management
- Bridge and other asset inspection
- Subject Matter Expert



# Roadway Structure – Groups and Functions

- **Bridge Operators**
  - 24/7 Operations
  - Operation responsibilities:
    - Ship Canal Bridges: University, Fremont and Ballard
    - Spokane Street Swing Bridge
    - South Park Bridge (King Cty)
  - Maintain safety and accessibility of the waterways
- **Structural Maintenance Group**
  - Maintenance
  - Emergency Response
  - Major Rehabilitation
  - Capital Replacement
- **Engineering Group**
  - Certified Bridge Inspectors
  - Bridge Inspection per Code of Federal Regulations
  - Repair Design
  - New Asset Design Review and Intake
  - Subject Matter Experts



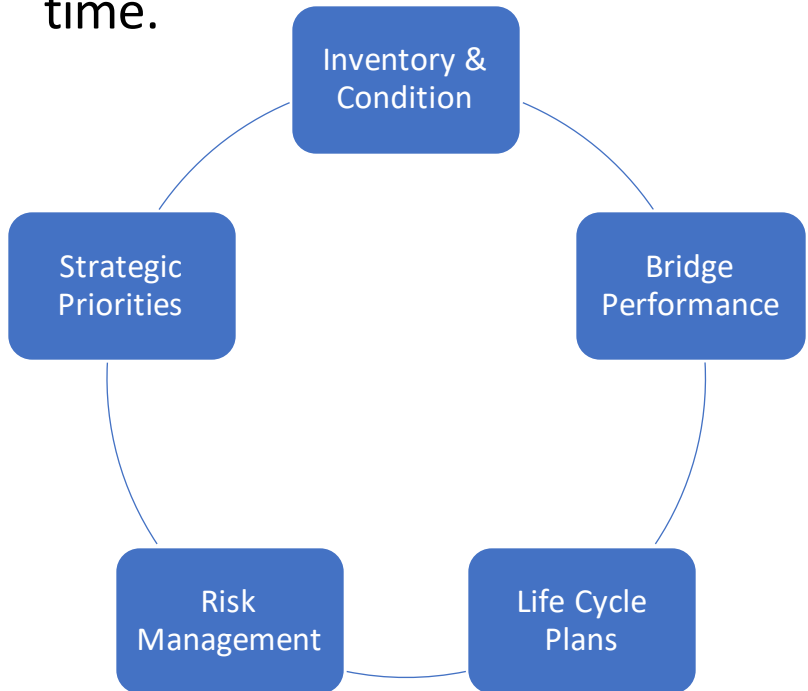
# OCA Audit Recommendations

**Objective:** A strategic shift from a reactive asset maintenance project list to a proactive asset preservation work plan

Rec #	Description	Status
1	Resolve all the issues identified in the 2019 Federal Highway Administration review	Completed
2	Reduce the share of the department's bridge maintenance workload that is currently dedicated to reimbursable projects	Completed
3 & 4	Develop draft legislation to ensure adequate oversight of private bridges. Then develop policies and procedures to adequately align with the revised legislation	Completed
5	Conduct a staffing analysis to determine the number and type of staff required for the implementation of a bridge preservation program. Incorporate the City's Race and Social Justice Initiative values into the staffing analysis.	Pending: Data analysis completed, drafting the report. The RSJI toolkit is in QA/QC.
7	Conduct a cost benefit analysis of technology upgrades needed to improve staff efficiency as part of their staffing analysis	Completed
8 & 9	Update the estimated useful life of their bridges using the condition. Use the updated useful life estimates of its bridges to plan for preservation work and lifecycle costs.	Pending: The life cycle cost analysis report is in QA/QC
10	Development of Bridge Strategic Asset Management Plan (BSAMP)	Pending: Drafting

# Bridge Strategic Asset Management Plan

A holistic, proactive approach to bridge preservation that plans for the right treatment at the right time.



Asset Inventory and Condition Assessment

Enhanced Maintenance Planning

Budget Planning

Risk Mitigation

Long-Term Performance Monitoring

Data-Driven Decision Making

Improved Public Satisfaction

Asset Value Preservation

# Bridge Inspection & Maintenance Program

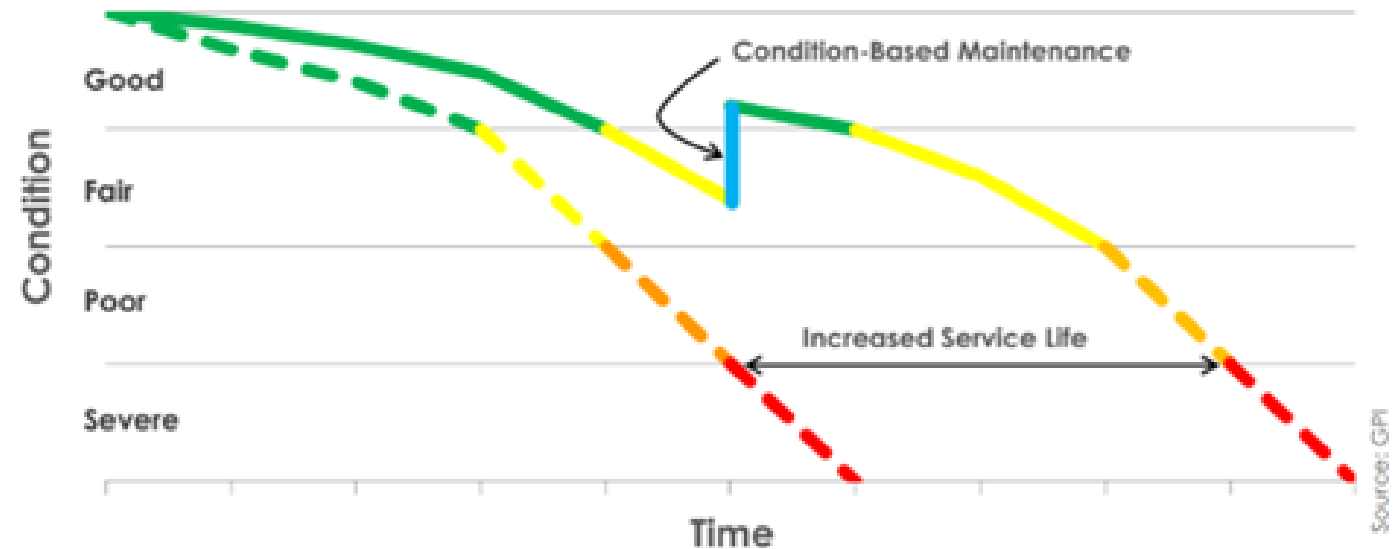
- Average age of bridges in Seattle is 60 years old – with many exceeding their designed life
- Appraise bridge conditions by using a bridge management system and follow guidelines prescribed by FHWA and the Washington State Bridge Inspection Manual
- Inspect elements for each bridge: footings, columns, cross beams, girders, decks, railings, underwater components and movable systems
- Identify corrective measures



# Life Cycle Cost Analysis

- Life cycle cost analysis: *Assess the total cost of maintaining and operating an asset for its entire lifespan determining the most cost-effective way to do so.*
- Building a preservation maintenance program is critical to reducing total life cycle cost.

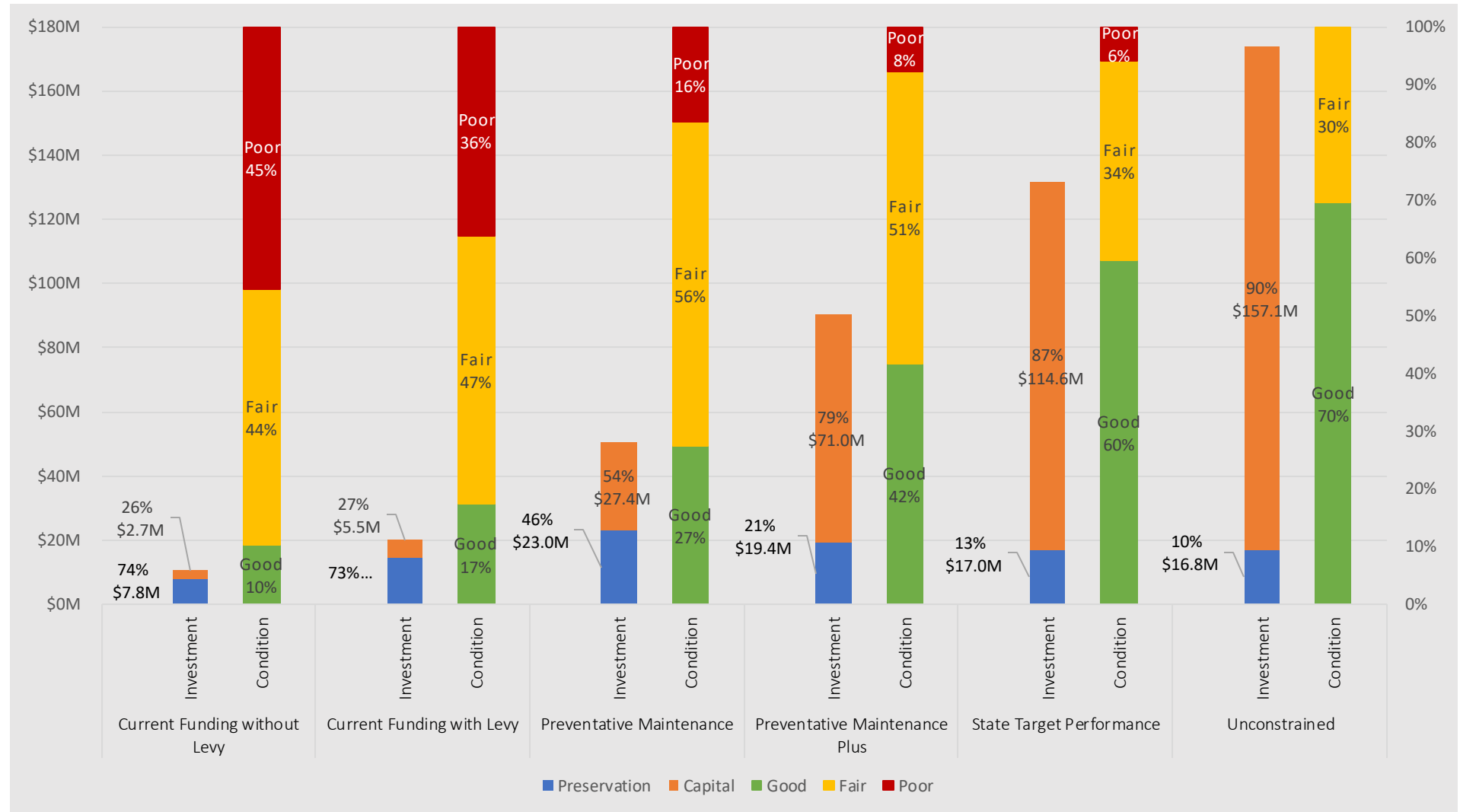
Solid-colored lines = With Preservation (cyclical and condition-based maintenance)  
Dashed-colored lines = Without Preservation





# Investment vs Condition State

- Capital investment changes condition states
- Preservation maintain and prolong existing condition states



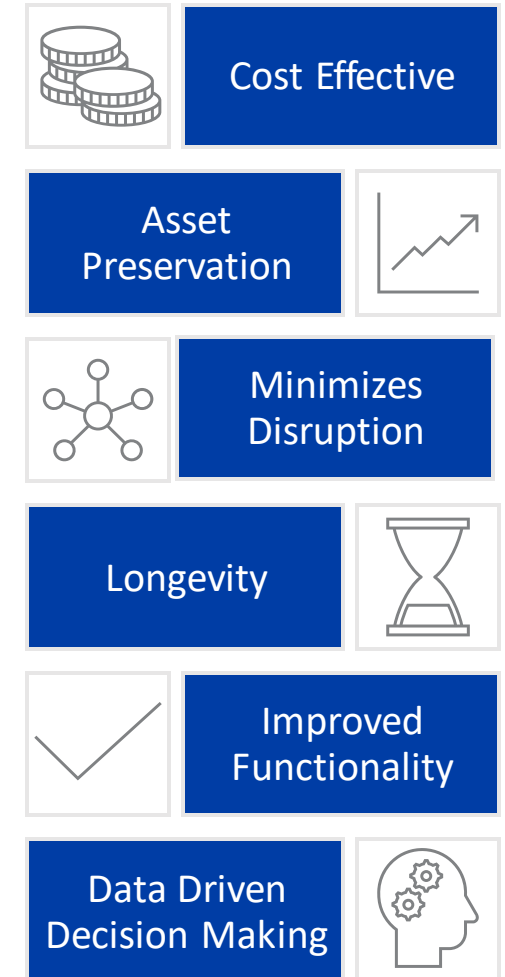
# Preservation Maintenance

## Preventative Maintenance Program:

- Maximize the life of bridge with the “right treatment at the right time”
- Program includes bridge painting, deck replacement and overlays, joint replacement, bridge cleaning and spot repair
- Work would be delivered by Contractors and Roadway Structures crews

## Outcomes:

- Slow deterioration, keeping bridges in their current condition state for as long as possible, notwithstanding unforeseen events
- Bridge cleaning to minimize deterioration of bridge elements from accumulated corrosive substances, reduce spot repair needs, and provide early intervention for latent issues
- Long term outcomes:
  - Stabilize bridge condition over time, reduces the amount of major capital investment over the life of the bridge.
  - Reduce emergent structural repairs on bridges currently in good condition



# Summary

- Division goals:
  - maximize investments in our transportation infrastructure,
  - preserve existing facilities,
  - manage capital improvements,
  - operate assets to provide a safe and reliable transportation system for the traveling public.
- Proactive planning investments in our aging assets
- Importance of preventative maintenance
- SDOT considers many factors before recommending a structure for replacement, including detailed condition assessments, functional improvements, and other local factors.

# Questions?

[Elizabeth.Sheldon@seattle.gov](mailto:Elizabeth.Sheldon@seattle.gov) | (206) 684-7945

[Kit.Loo@seattle.gov](mailto:Kit.Loo@seattle.gov) | (206) 684-3669

[Angel.Garcia@seattle.gov](mailto:Angel.Garcia@seattle.gov) | (206) 733-9136





Legislation Text

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File #: CB 120726, Version: 1

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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

COUNCIL BILL \_\_\_\_\_

AN ORDINANCE relating to the Seattle Department of Transportation; authorizing and directing the Director of the Seattle Department of Transportation to execute interlocal agreements with the Suquamish (suq̓l̓wabs̓) Tribe and Muckleshoot (bəqəl̓šul̓) Tribe; and ratifying and confirming certain prior acts.

WHEREAS, the City is authorized to enter into Interlocal Agreements with the Suquamish (suq̓l̓wabs̓) Tribe and the Muckleshoot (bəqəl̓šul̓) Tribe (the “Tribes”) pursuant to chapter 39.34 of the Revised Code of Washington (the Interlocal Cooperation Act); and

WHEREAS, the Seattle Department of Transportation (SDOT) manages the Fauntleroy Expressway columns located near 47°34'18.9"N 122°21'35.7"W in the County of King, Washington (the “Fauntleroy Expressway columns”); and

WHEREAS, the City agrees to provide the Fauntleroy Expressway columns as the canvas for the Tribes’ collective art (the “Column Murals”); and

WHEREAS, the Parties acknowledge that the location of the Fauntleroy Expressway exists on the lands and near the waters that are the ancestral territory of the Tribe’s Duwamish ancestors - the original stewards of the land; and

WHEREAS, the Parties concur that the Fauntleroy Expressway columns offer a unique canvas for the Tribes’ Art, promoting a deeper sense of connection and belonging to the region while also educating the public about the history and contributions of the Tribe; and

WHEREAS, the Tribes agree to collaborate in the installation of the Column Murals; NOW, THEREFORE,

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

Section 1. The Director of the Seattle Department of Transportation and/or the Director's designee is authorized to execute for and on behalf of The City of Seattle the Interlocal Agreements, substantially in the form attached to this ordinance as Attachments 1 and 2.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Interlocal Agreement Between The City of Seattle and the Suquamish Tribe

Attachment 2 - Interlocal Agreement Between The City of Seattle and the Muckleshoot Tribe

**INTERLOCAL AGREEMENT**  
**THE CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE SUQUAMISH TRIBE**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Seattle, Department of Transportation (hereinafter referred to as the “City”), and the Suquamish (suq̓ʷabš) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Tribe”). The City and the Tribe shall be collectively referred to in this Agreement as the “Parties” and individually as a “Party.”

WHEREAS, the City is authorized to enter into this Agreement with the Tribe pursuant to Revised Code of Washington 39.34 (the Interlocal Cooperation Act); and

WHEREAS, the City Department of Transportation manages the Fautleroy Expressway (“Fautleroy Expressway”) columns located near 47°34'18.9"N 122°21'35.7"W in the County of King, Washington; and

WHEREAS, the City agrees to provide the columns of the Fautleroy Expressway, located near 47°34'18.9"N 122°21'35.7"W, as the canvas for the Tribe’s collective art (the “Column Murals”);

WHEREAS, the Parties acknowledge that the location of the Fautleroy Expressway exists on the lands and near the waters that are the ancestral territory of the Tribe’s Duwamish ancestors—the original stewards of the land; and

WHEREAS, the Parties concur that the Fautleroy Expressway columns offer a unique canvas for the Tribe’s Art, promoting a deeper sense of connection and belonging to the region while also educating the public about the history and contributions of the Tribe; and

WHEREAS, the Tribe agrees to collaborate with the Muckleshoot (bəqəlšut) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Collaborating Tribe”) in the installation of the Column Murals; and

WHEREAS the City shall enter into a separate, Interlocal Agreement with the Collaborating Tribe with the same terms as stated within this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project Description and Location: The City shall provide funding to the Tribe for the creation of the Column Murals on designated columns of the Fautleroy Expressway, located at 47°34'18.9"N 122°21'35.7"W (Appendix A). The objective of this project is to honor the



indigenous peoples whose homeland, hunting, and fishing territories now constitute the City of Seattle. The Tribe shall cooperate with the Collaborating Tribe in the selection of artists and designs, as well as the execution of the Column Murals on the specified columns (Appendix A).

2. **Payment:** In consideration of the Tribe’s responsibilities regarding the Column Murals, which shall be completed within the year 2024, the City agrees to pay a total sum of sixty-six thousand US dollars (\$66,000). The payment structure shall be as follows:
  - a. Twenty-five percent (25%) of the total sum, amounting to sixteen thousand five hundred US dollars (\$16,500), shall be paid upon the execution of this Agreement.
  - b. Forty percent (40%) of the total sum, amounting to twenty-six thousand four hundred US dollars (\$26,400), shall be paid upon the City’s approval of the selected artists and art design.
  - c. The remaining thirty-five percent (35%) of the total sum, amounting to twenty-three thousand one hundred US dollars (\$23,100), shall be paid upon the successful completion of the Column Murals within the year 2024.
3. **Column Selection:** The Tribe and Collaborating Tribe shall equally divide up no more than fourteen (14) and no less than seven (7) of the marked columns highlighted in Appendix A for the collaborative installation of the Column Murals.
4. **Term.** This Agreement shall remain in full force and effect from the date when approved by each party’s legislative body and last signed by an authorized representative of each party (the “Effective Date”) until five (5) years from the Effective Date.
5. **Design Approval Process:** Before commencing the Column Murals, the Tribe shall submit the proposed design and a narrative for each design to the City for review and approval. The City’s design review will focus on ensuring that the Column Murals’ colors do not mimic those used in traffic signage and that the content does not contain offensive material directed toward any group of people. The City shall retain the right to review and provide feedback on the proposed design within thirty (30) days from the date of receipt of the submission. In the event that the City raises any concerns or objections regarding the proposed design, both Parties shall collaborate in good faith to address and resolve such concerns or objections. If the Parties are unable to reach a consensus on a mutually acceptable design, they may engage the services of a third-party mediator to assist in resolving the dispute.
6. **Application Process and Permit:** The Tribe shall adhere to the recommendations provided by the City concerning the Column Murals installation to ensure optimal and long-lasting results, as well as ease of cleaning in the event of graffiti. Recommendations may include, but are not limited to, the following: installation within the dry season of 2024 (e.g. June – August); preparation of columns (e.g. power washing, priming), application of quality exterior latex paint; mural protection (e.g. MuralShield), graffiti protection (e.g. Sherwin-Williams Anti-

Graffiti Coating). The City shall be responsible for obtaining and covering the cost of any necessary permits for the Column Murals. The Tribe shall be responsible for securing traffic control support from a licensed traffic control provider (Appendix B).

7. **Maintenance and Repair of the Column Murals:** The Tribe and the City shall share the responsibility of maintaining and repairing the columns and Column Murals as set forth herein. The City shall be responsible for the columns, while the Tribe shall be responsible for the murals. Both parties shall conduct an annual inspection of the Column Murals for maintenance needs and coordinate an on-site review each year. If any issues are discovered during a period outside of the annual review, either party will notify the other party of the concerns via email. It is recommended that the Tribe set aside a reserve fund for maintenance purposes. This reserve fund will help cover the costs of maintenance and repair of the Column Murals over its expected lifespan and shall be managed by the Tribe. The City shall perform routine maintenance on the columns, as per an agreed-upon schedule, and inspect the Column Murals annually for any damage or issues. The Tribe shall be responsible for the maintenance and repair of the Column Murals on the columns, including removal of graffiti or vandalism, and shall inspect it periodically to ensure its integrity. If either party notices any damage to the Column Murals or the columns, they shall promptly notify the other party. The City may perform alterations or repairs to the structure of the Fauntleroy Expressway as necessary, which may result in damage or removal of the Column Murals; the City shall not be held liable for any such alterations or removal, provided, however, that the City will comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA) in any alteration or repair to the structure of the Fauntleroy Expressway. The Tribe shall communicate with the City and the artist in case maintenance or repairs are needed and seek mutual agreement. In case of disagreement, the dispute resolution process set forth in Section 18 shall be followed. The Tribe shall also be responsible for the removal of the mural per the approved plan and at no cost to the City if the Tribe wishes to remove the Column Murals. The duration of this Agreement shall be five (5) years from the Effective Date of this Agreement, as set forth in Section 4.
8. **Ownership of the Column Murals:** In accordance with the Visual Artists Rights Act (VARA) and other applicable laws that protect artists' works, the Tribe shall retain ownership of the Column Murals installed on the columns. The City shall not acquire any ownership interest in the Column Murals as a result of this agreement.
9. **Compliance with the Visual Artists Rights Act:** The Parties agree to comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, in relation to the Column Murals. The Parties shall take all reasonable steps to protect the rights of the artists involved in the creation of the Column Murals under VARA, including but not limited to providing appropriate notices, obtaining any necessary waivers or consents, and ensuring that any maintenance, repairs, or modifications to the Column Murals are carried out in a manner consistent with the rights of the artists under VARA. In the event of any conflict between the provisions of this Agreement and the requirements of VARA, the Parties agree to comply with

VARA and to negotiate in good faith any necessary amendments to this Agreement in order to ensure compliance with VARA.

10. **Publicity and Recognition:** The City shall acknowledge the contribution of the Tribe to the design and implementation of the Column Murals on the columns through appropriate signage and public recognition. The Tribe shall have the right to use images of the Column Murals in promotional materials and publications, provided that the City is credited as the owner of the columns.
11. **Severability:** In the event that any provision of this Agreement conflicts with existing laws, such provisions shall be severable, and the remaining provisions of this Agreement shall remain in full force and effect.
12. **Compliance with Law:** The parties to this Agreement shall comply with all applicable Federal, Tribal, State, and Local laws and ordinances.
13. **No Joint Undertaking:** Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint venturers, or participants in any joint undertaking whatsoever.
14. **Each Party (the "Indemnifying Party")** agrees to defend, indemnify, and hold harmless the other Party (the "Indemnified Party"), its officers, employees, and agents from and against any and all claims, damages, losses, expenses, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the performance of the obligations under this Agreement, but only to the extent such claims, damages, losses, expenses, and liabilities are caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party, its officers, employees, or agents.
15. In the event that a claim or action is brought against either Party arising from the other Party's performance under this Agreement, that Party shall promptly notify the other Party of such claim or action and cooperate fully in the defense and resolution of said claim or action. Neither Party shall enter into any settlement or assume any liability on behalf of the other Party without the prior written consent of the other Party.
16. **Entire Agreement:** This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.
17. **Execution of Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.
18. **Disputes:** The parties intend to resolve their disputes arising under this Agreement through direct discussion and, if such is not possible, then through a dispute resolution framework established below. All stated time frames for resolving disputes may be lengthened by mutual consent.

- a. Direct Discussions. To initiate dispute resolution under this Section, the complaining party will first submit a written complaint letter to the representative of the party against whom a dispute is lodged, stating therein the nature of the dispute, the requested resolution, and the factual basis supporting the requested resolution. The responding party will, within twenty (20) working days of receiving the complaint letter, provide a written response, stating its agreement or disagreement with the nature of the dispute and the requested resolution. If the responding party disagrees with the complaint or the proposed resolution, the written response must provide at least one alternate resolution and the factual basis supporting such resolution(s). Thereafter, the lead representatives of each party will, for thirty (30) working days, make a good faith attempt to resolve the dispute through one or more direct discussions.
- b. Mediation. If direct discussions between the parties fail to resolve the dispute, any participating party may, within five (5) business days of completing the direct discussion process, make a written request for mediation to be conducted in Washington State. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator.
- c. The Parties shall have no right to seek relief in a court of law until and unless the dispute resolution process outline herein has been exhausted.

19. Notice: Notices should be provided by First Class US mail and email. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a Party shall from time to time direct:

**City of Seattle:**

Stefan Winkler, SDOT  
PO Box 34996  
Seattle, WA 98124-4496  
Tel.: (206) 580-9118  
Email: [Stefan.Winkler@seattle.gov](mailto:Stefan.Winkler@seattle.gov)

**Suquamish Tribe:**

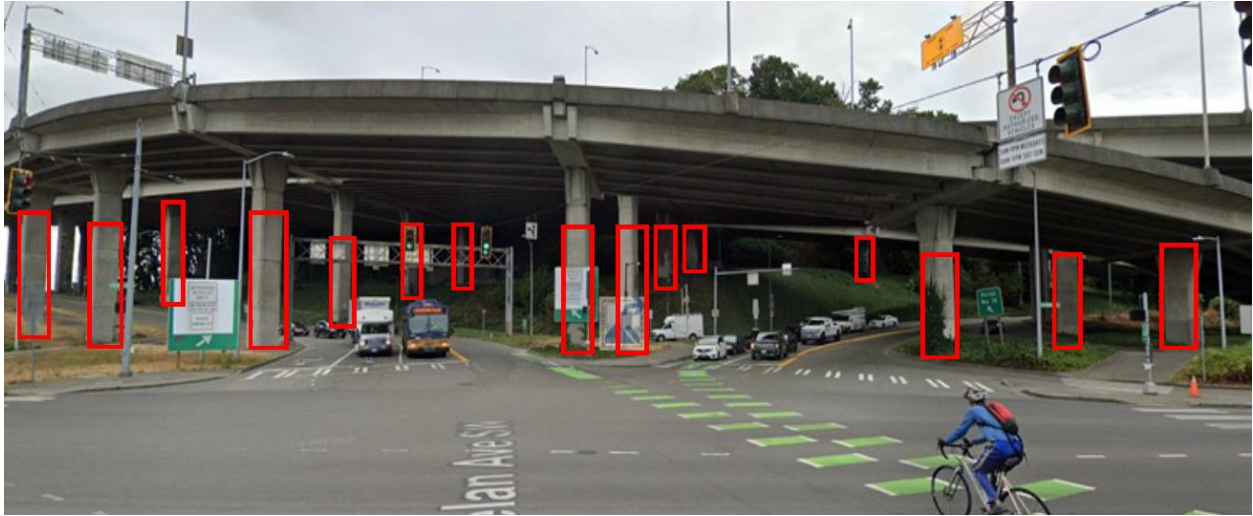
Councilmember Denita Holmes  
Kate Ahvakana, Tribal Culture Director  
The Suquamish Tribe  
PO Box 498  
Suquamish, WA 98392  
Tel.: (360) 394-8455  
Email: [dholmes@suquamish.nsn.us](mailto:dholmes@suquamish.nsn.us)  
[kahvakana@Suquamish.nsn.us](mailto:kahvakana@Suquamish.nsn.us)





**Appendix A: Site Location and Column availability**

47°34'18.9"N 122°21'35.7"W



## Appendix B: Traffic Control Cost Sheet



### Traffic Control Proposal for

Seattle's Finest  
Security & Traffic Control, LLC  
President: Raleigh Evans  
Mobile phone: (253) 225-1056  
E-mail: [rjevans@seafinest.com](mailto:rjevans@seafinest.com)  
Website: [www.seafinest.com](http://www.seafinest.com)

Thank you for reaching out, and for the opportunity to provide Officers for traffic control on your project.

This is an official proposal, with the current rates and terms to provide Uniformed Police Officers (UPO's) for traffic control. Seattle's Finest operates as an employer, with all Officers on our payroll as employees, and covered by L&I, Employment Security, and a \$6,000,000 per occurrence / \$7,000,000 aggregate General Liability Insurance policy.

Our rates are inclusive and cover the Officer's pay and all overhead costs. These rates will be good for the duration of 2022, with the exception of any unforeseen law or regulatory changes that are not cost neutral. Our rates are as follows:

- Base Rate- \$94.00/hour Monday through Friday, 6am-6pm, up to 8 hours.
- Night Differential / Saturday Rate- \$111.00/hour weekdays 6pm-6am, and hours on Saturday- up to 8 total hours. Anything over 8 hours goes to \$145.00/hr.
- Premium rate- \$145.00/hour all Overtime, Sunday, Holiday, and Last Minute or Emergency call-out requests (Less than 24-hour notice).
- Cancellations require 24-hour notice; otherwise, a 4-hour minimum show-up applies at that day's standard rate. A 4-hour minimum show-up applies at all times. Officers are entitled to a 30-minute paid lunch if they work 6 hours or more. If not, 30 minutes will be added to their total hours for the shift.
- There are 11 holidays that require Holiday pay. These holidays are based on the paid holidays recognized by the largest Law Enforcement Agencies in



Washington State. The following 9 holidays are charged a holiday rate of \$145/hour:

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Memorial Day  
Labor Day  
Veteran's Day  
Thanksgiving Day, Day following Thanksgiving Day  
Christmas Day

- The following 2 holidays are charged a holiday rate of \$160/hour:

New Year's Eve  
Independence Day / 4<sup>th</sup> of July

Rates for 2023 and beyond have not been decided yet. Our company philosophy is that we only raise our rates to cover increases in our costs that negatively impact our profitability. The rates for 2022 represent our first change in rates in 3 ½ years. We think it would be wise to build in an annual increase of 10% to cover potential costs increases; but we anticipate rate changes, if any, to be considerably less than this amount.

We bill weekly, and payment is due upon receipt. Payment is expected within 15 business days or a 1% late fee per month will be applied.

Please feel free to call me with any questions you may have. I am always available to you at the above number, and we look forward to the opportunity to serve you.

Sincerely,

Raleigh J Evans  
President / Co-Owner  
Direct: 253-225-1056 Web: [www.sea finest.com](http://www.sea finest.com)



**INTERLOCAL AGREEMENT**  
**THE CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE MUCKLESHOOT TRIBE**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Seattle, Department of Transportation (hereinafter referred to as the “City”), and the Muckleshoot (bəqəlʃuʔ) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Tribe”). The City and the Tribe shall be collectively referred to in this Agreement as the “Parties” and individually as a “Party.”

WHEREAS, the City is authorized to enter into this Agreement with the Tribe pursuant to Revised Code of Washington 39.34 (the Interlocal Cooperation Act); and

WHEREAS, the City Department of Transportation manages the Fautleroy Expressway (“Fautleroy Expressway”) columns located near 47°34'18.9"N 122°21'35.7"W in the County of King, Washington; and

WHEREAS, the City agrees to provide the columns of the Fautleroy Expressway, located near 47°34'18.9"N 122°21'35.7"W, as the canvas for the Tribe’s collective art (the “Column Murals”);

WHEREAS, the Parties acknowledge that the location of the Fautleroy Expressway exists on the lands and near the waters that are the ancestral territory of the Tribe’s Duwamish ancestors—the original stewards of the land; and

WHEREAS, the Parties concur that the Fautleroy Expressway columns offer a unique canvas for the Tribe’s Art, promoting a deeper sense of connection and belonging to the region while also educating the public about the history and contributions of the Tribe; and

WHEREAS, the Tribe agrees to collaborate with The Suquamish (suq̓ʷabš) Tribe, a federally recognized Indian Tribe (hereinafter referred to as the “Collaborating Tribe”) in the installation of the Column Murals; and

WHEREAS the City shall enter into a separate Interlocal Agreement with the Collaborating Tribe with the same terms as stated within this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project Description and Location: The City shall provide funding to the Tribe for the creation of the Column Murals on designated columns of the Fautleroy Expressway, located at 47°34'18.9"N 122°21'35.7"W (Appendix A). The objective of this project is to honor the

indigenous peoples whose homeland, hunting, and fishing territories now constitute the City of Seattle. The Tribe shall cooperate with the Collaborating Tribe in the selection of artists and designs, as well as the execution of the Column Murals on the specified columns (Appendix A).

2. Payment: In consideration of the Tribe's responsibilities regarding the Column Murals, which shall be completed within the year 2024, the City agrees to pay a total sum of sixty-six thousand US dollars (\$66,000). The payment structure shall be as follows:
  - a. Twenty-five percent (25%) of the total sum, amounting to sixteen thousand five hundred US dollars (\$16,500), shall be paid upon the execution of this Agreement.
  - b. Forty percent (40%) of the total sum, amounting to twenty-six thousand four hundred US dollars (\$26,400), shall be paid upon the City's approval of the selected artists and art design.
  - c. The remaining thirty-five percent (35%) of the total sum, amounting to twenty-three thousand one hundred US dollars (\$23,100), shall be paid upon the successful completion of the Column Murals within the year 2024.
3. Column Selection: The Tribe and Collaborating Tribe shall equally divide up no more than fourteen (14) and no less than seven (7) of the marked columns highlighted in Appendix A for the collaborative installation of the Column Murals.
4. Term. This Agreement shall remain in full force and effect from the date when approved by each party's legislative body and last signed by an authorized representative of each party (the "Effective Date") until five (5) years from the Effective Date.
5. Design Approval Process: Before commencing the Column Murals, the Tribe shall submit the proposed design and a narrative for each design to the City for review and approval. The City's design review will focus on ensuring that the Column Murals' colors do not mimic those used in traffic signage and that the content does not contain offensive material directed toward any group of people. The City shall retain the right to review and provide feedback on the proposed design within thirty (30) days from the date of receipt of the submission. In the event that the City raises any concerns or objections regarding the proposed design, both Parties shall collaborate in good faith to address and resolve such concerns or objections. If the Parties are unable to reach a consensus on a mutually acceptable design, they may engage the services of a third-party mediator to assist in resolving the dispute.
6. Application Process and Permit: The Tribe shall adhere to the recommendations provided by the City concerning the Column Murals installation to ensure optimal and long-lasting results, as well as ease of cleaning in the event of graffiti. Recommendations may include, but are not limited to, the following: installation within the dry season of 2024 (e.g. June – August); preparation of columns (e.g. power washing, priming), application of quality exterior latex paint; mural protection (e.g. MuralShield), graffiti protection (e.g. Sherwin-Williams Anti-Graffiti Coating). The City shall be responsible for obtaining and covering the cost of any

necessary permits for the Column Murals. The Tribe shall be responsible for securing traffic control support from a licensed traffic control provider (Appendix B).

7. **Maintenance and Repair of the Column Murals:** The Tribe and the City shall share the responsibility of maintaining and repairing the columns and Column Murals as set forth herein. The City shall be responsible for the columns, while the Tribe shall be responsible for the murals. Both parties shall conduct an annual inspection of the Column Murals for maintenance needs and coordinate an on-site review each year. If any issues are discovered during a period outside of the annual review, either party will notify the other party of the concerns via email. It is recommended that The Tribe set aside a reserve fund for maintenance purposes. This reserve fund will help cover the costs of maintenance and repair of the Column Murals over its expected lifespan and shall be managed by the Tribe. The City shall perform routine maintenance on the columns, as per an agreed-upon schedule, and inspect the Column Murals annually for any damage or issues. The Tribe shall be responsible for the maintenance and repair of the Column Murals on the columns, including removal of graffiti or vandalism, and shall inspect it periodically to ensure its integrity. If either party notices any damage to the Column Murals or the columns, they shall promptly notify the other party. The City may perform alterations or repairs to the structure of the Fauntleroy Expressway as necessary, which may result in damage or removal of the Column Murals; the City shall not be held liable for any such alterations or removal, provided, however, that the City will comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA) in any alteration or repair to the structure of the Fauntleroy Expressway. The Tribe shall communicate with the City and the artist in case maintenance or repairs are needed and seek mutual agreement. In case of disagreement, the dispute resolution process set forth in Section 18 shall be followed. The Tribe shall also be responsible for the removal of the mural per the approved plan and at no cost to the City if the Tribe wishes to remove the Column Murals. The duration of this Agreement shall be five (5) years from the Effective Date of this Agreement, as set forth in Section 4.
8. **Ownership of the Column Murals:** In accordance with the Visual Artists Rights Act (VARA) and other applicable laws that protect artists' works, the Tribe shall retain ownership of the Column Murals installed on the columns. The City shall not acquire any ownership interest in the Column Murals as a result of this agreement.
9. **Compliance with the Visual Artists Rights Act:** The Parties agree to comply with all applicable provisions of the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, in relation to the Column Murals. The Parties shall take all reasonable steps to protect the rights of the artists involved in the creation of the Column Murals under VARA, including but not limited to providing appropriate notices, obtaining any necessary waivers or consents, and ensuring that any maintenance, repairs, or modifications to the Column Murals are carried out in a manner consistent with the rights of the artists under VARA. In the event of any conflict between the provisions of this Agreement and the requirements of VARA, the Parties agree to comply with VARA and to negotiate in good faith any necessary amendments to this Agreement in order to ensure compliance with VARA.

10. **Publicity and Recognition:** The City shall acknowledge the contribution of the Tribe to the design and implementation of the Column Murals on the columns through appropriate signage and public recognition. The Tribe shall have the right to use images of the Column Murals in promotional materials and publications, provided that the City is credited as the owner of the columns.
11. **Severability:** In the event that any provision of this Agreement conflicts with existing laws, such provisions shall be severable, and the remaining provisions of this Agreement shall remain in full force and effect.
12. **Compliance with Law:** The parties to this Agreement shall comply with all applicable Federal, Tribal, State, and Local laws and ordinances.
13. **No Joint Undertaking:** Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint venturers, or participants in any joint undertaking whatsoever.
14. **Each Party (the "Indemnifying Party")** agrees to defend, indemnify, and hold harmless the other Party (the "Indemnified Party"), its officers, employees, and agents from and against any and all claims, damages, losses, expenses, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the performance of the obligations under this Agreement, but only to the extent such claims, damages, losses, expenses, and liabilities are caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party, its officers, employees, or agents.
15. In the event that a claim or action is brought against either Party arising from the other Party's performance under this Agreement, that Party shall promptly notify the other Party of such claim or action and cooperate fully in the defense and resolution of said claim or action. Neither Party shall enter into any settlement or assume any liability on behalf of the other Party without the prior written consent of the other Party.
16. **Entire Agreement:** This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.
17. **Execution of Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.
18. **Disputes:** The parties intend to resolve their disputes arising under this Agreement through direct discussion and, if such is not possible, then through a dispute resolution framework established below. All stated time frames for resolving disputes may be lengthened by mutual consent.
  - a. **Direct Discussions.** To initiate dispute resolution under this Section, the complaining party will first submit a written complaint letter to the representative of the party

against whom a dispute is lodged, stating therein the nature of the dispute, the requested resolution, and the factual basis supporting the requested resolution. The responding party will, within twenty (20) working days of receiving the complaint letter, provide a written response, stating its agreement or disagreement with the nature of the dispute and the requested resolution. If the responding party disagrees with the complaint or the proposed resolution, the written response must provide at least one alternate resolution and the factual basis supporting such resolution(s). Thereafter, the lead representatives of each party will, for thirty (30) working days, make a good faith attempt to resolve the dispute through one or more direct discussions.

- b. Mediation. If direct discussions between the parties fail to resolve the dispute, any participating party may, within five (5) business days of completing the direct discussion process, make a written request for mediation to be conducted in Washington State. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator.
- c. The Parties shall have no right to seek relief in a court of law until and unless the dispute resolution process outline herein has been exhausted.

19. Notice: Notices should be provided by First Class US mail and email. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a Party shall from time to time direct:

**City of Seattle:**

Stefan Winkler, SDOT  
PO Box 34996  
Seattle, WA 98124-4496  
Tel.: (206) 580-9118  
Email: [Stefan.Winkler@seattle.gov](mailto:Stefan.Winkler@seattle.gov)

**Muckleshoot Tribe:**

Stephanie James  
House of Muckleshoot Culture  
38909 172nd Ave SE  
Auburn, WA 98092  
Tel.: (253) 876-3013  
Email: [Stephanie.James@muckleshoot.nsn.us](mailto:Stephanie.James@muckleshoot.nsn.us)

Any Party may from time to time, by written notice given to the other pursuant to the terms of this Section, change the addresses or designees to which notices shall be sent or designate one or more additional Persons to whom notices are to be sent.

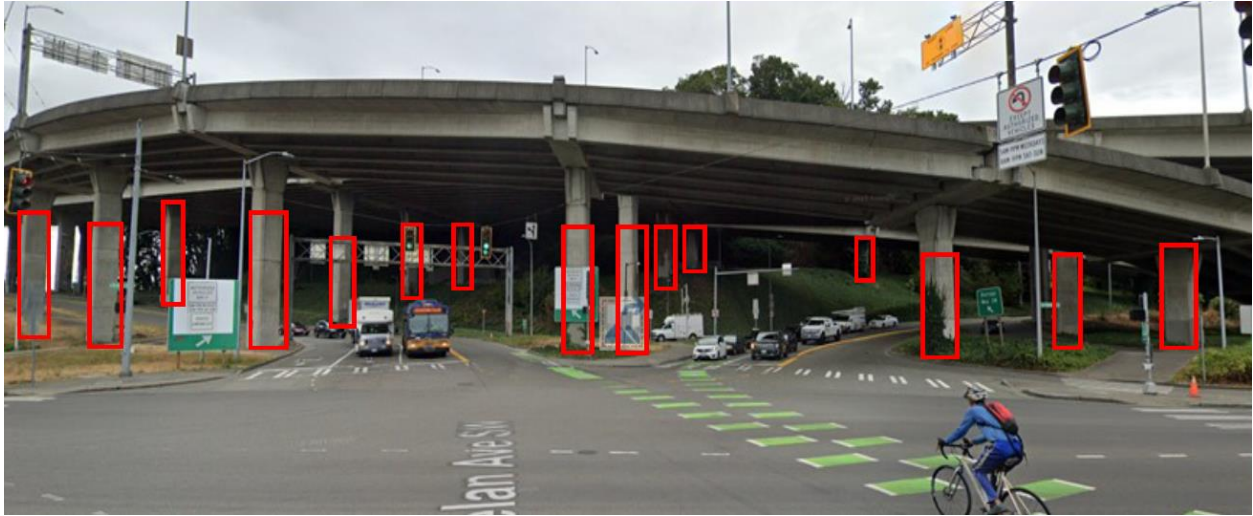






**Appendix A: Site Location and Column availability**

47°34'18.9"N 122°21'35.7"W



## Appendix B: Traffic Control Cost Sheet



### Traffic Control Proposal for

Seattle's Finest  
Security & Traffic Control, LLC  
President: Raleigh Evans  
Mobile phone: (253) 225-1056  
E-mail: [rjevans@seafinest.com](mailto:rjevans@seafinest.com)  
Website: [www.seafinest.com](http://www.seafinest.com)

Thank you for reaching out, and for the opportunity to provide Officers for traffic control on your project.

This is an official proposal, with the current rates and terms to provide Uniformed Police Officers (UPO's) for traffic control. Seattle's Finest operates as an employer, with all Officers on our payroll as employees, and covered by L&I, Employment Security, and a \$6,000,000 per occurrence / \$7,000,000 aggregate General Liability Insurance policy.

Our rates are inclusive and cover the Officer's pay and all overhead costs. These rates will be good for the duration of 2022, with the exception of any unforeseen law or regulatory changes that are not cost neutral. Our rates are as follows:

- Base Rate- \$94.00/hour Monday through Friday, 6am-6pm, up to 8 hours.
- Night Differential / Saturday Rate- \$111.00/hour weekdays 6pm-6am, and hours on Saturday- up to 8 total hours. Anything over 8 hours goes to \$145.00/hr.
- Premium rate- \$145.00/hour all Overtime, Sunday, Holiday, and Last Minute or Emergency call-out requests (Less than 24-hour notice).
- Cancellations require 24-hour notice; otherwise, a 4-hour minimum show-up applies at that day's standard rate. A 4-hour minimum show-up applies at all times. Officers are entitled to a 30-minute paid lunch if they work 6 hours or more. If not, 30 minutes will be added to their total hours for the shift.
- There are 11 holidays that require Holiday pay. These holidays are based on the paid holidays recognized by the largest Law Enforcement Agencies in

Washington State. The following 9 holidays are charged a holiday rate of \$145/hour:

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Memorial Day  
Labor Day  
Veteran's Day  
Thanksgiving Day, Day following Thanksgiving Day  
Christmas Day

- The following 2 holidays are charged a holiday rate of \$160/hour:

New Year's Eve  
Independence Day / 4<sup>th</sup> of July

Rates for 2023 and beyond have not been decided yet. Our company philosophy is that we only raise our rates to cover increases in our costs that negatively impact our profitability. The rates for 2022 represent our first change in rates in 3 ½ years. We think it would be wise to build in an annual increase of 10% to cover potential costs increases; but we anticipate rate changes, if any, to be considerably less than this amount.

We bill weekly, and payment is due upon receipt. Payment is expected within 15 business days or a 1% late fee per month will be applied.

Please feel free to call me with any questions you may have. I am always available to you at the above number, and we look forward to the opportunity to serve you.

Sincerely,

Raleigh J Evans  
President / Co-Owner  
Direct: 253-225-1056 Web: [www.sea finest.com](http://www.sea finest.com)



## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SDOT	Stefan Winkler	Aaron Blumenthal

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

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to the Seattle Department of Transportation; authorizing and directing the Director of the Seattle Department of Transportation to execute Interlocal Agreements with the Suquamish (suq̓ʷabš) Tribe and Muckleshoot (bəqəlšut) Tribe; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This legislation would authorize the SDOT Director to execute interlocal agreements with the Suquamish and Muckleshoot Tribes, funded by \$133,000 in remaining funds from the Reconnect West Seattle program. Reconnect West Seattle is the nearly complete mitigation program within the larger West Seattle Bridge Safety Project (ie., the WSB repair and mitigation program). These funds have been budgeted since early in the project for such a tribal partnership. Terms of the agreements were finalized at the end of July in coordination with OIR’s Tribal Liaison, Tim Reynon.

The agreements compensate the two tribes for painting art murals on the Fauntleroy Expressway columns, near the intersection of W Marginal Way SW and Chelan Ave SW which connects the West Seattle Junction with the West Seattle High Bridge. The purpose of the project is to honor the people whose homeland, hunting, and fishing territories Seattle now inhabits, and to build trust between the City and the federally recognized Muckleshoot and Suquamish tribes. Under the agreement, the murals must be completed in 2024 and each tribe will be compensated up to \$66,000 for their work

### 2. CAPITAL IMPROVEMENT PROGRAM

**Does this legislation create, fund, or amend a CIP Project?**      \_\_\_ Yes X No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

**Does this legislation amend the Adopted Budget?**      \_\_\_ Yes X No

**Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?**  
No

**Are there financial costs or other impacts of *not* implementing the legislation?**  
No

#### 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**  
No, though SDOT has coordinated this effort with OIR’s Tribal Liaison Tim Reynon, as well as with Office of Arts and Culture.
- b. Is a public hearing required for this legislation?**  
No
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- d. Does this legislation affect a piece of property?**  
No
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
The purpose of the project is to honor the people whose homeland, hunting, and fishing territories Seattle now inhabits, and to build trust between the City and the federally recognized Muckleshoot and Suquamish tribes.
- f. Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
N/A
  - 2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
N/A
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**  
N/A

November 21, 2023

**MEMORANDUM**

**To:** Transportation and Seattle Public Utilities Committee  
**From:** Calvin Chow, Analyst  
**Subject:** Suquamish Tribe and Muckleshoot Tribe Fauntleroy Art Project

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On December 5, 2023, the Transportation and Seattle Public Utilities Committee will discuss and possibly vote on [Council Bill \(CB\) 120726](#) that would authorize the Seattle Department of Transportation (SDOT) to execute interlocal agreements with the Suquamish Tribe and the Muckleshoot Indian Tribe for the installation of an art project on the columns of the Fauntleroy Expressway.

This project was developed as part of the West Seattle Bridge Program and includes City funding for a tribal-led art project on seven to 14 of the structural columns of the Fauntleroy Expressway, located near Chellan Ave SW and SW Spokane St. This location (and all of Seattle) is part of the ancestral territory of the Muckleshoot and Suquamish Tribes and offers an opportunity to promote the history and contributions of the Tribes.

The columns eligible to be selected for this project are outlined in the image below in red.

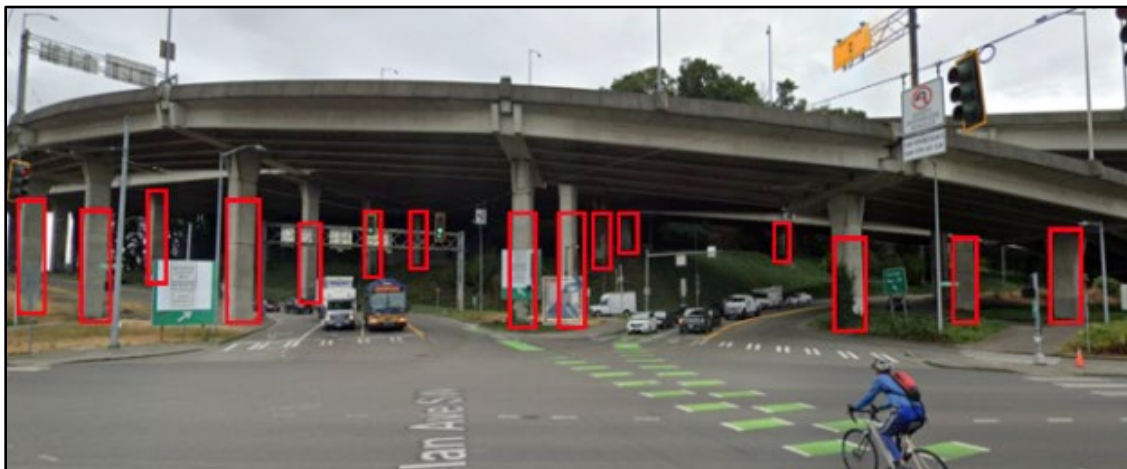


Image Credit, Google Maps

The agreements authorize \$66,000 each for the Suquamish Tribe and for the Muckleshoot Indian Tribe to create murals on the selected columns. While the structural columns will remain SDOT property, the Tribes will retain ownership and maintenance responsibility for the artwork. The agreements were developed in coordination with the Office of Intergovernmental Relations and ensure that the Tribes will have full authority over the project.

Funding for this project is included in the Reconnect West Seattle program budget. Central Staff has reviewed the legislation and has not identified any concerns.

cc: Esther Handy, Director  
Aly Pennucci, Deputy Director  
Brian Goodnight, Lead Analyst

# Fauntleroy Expressway Tribal Art Ordinance

- Seattle Department of Transportation (SDOT)
- Seattle Office of Intergovernmental Relations (OIR)

February 23, 2024



# Agenda

- Council Bill 120726
- Acknowledgement
- Community-Driven Planning
- Duwamish Longhouse Collaboration
- Fauntleroy Expressway Art Project
- Interlocal Agreement Highlights
- Engagement Process
- Q&A

# Council Bill 120726

*Authorizes SDOT to execute an interlocal agreement with the Muckleshoot Indian Tribe and Suquamish Tribe to deliver the Fauntleroy Columns art projects*

*Includes a ratify and confirm clause to allow agreements to move forward upon full Council passage and Mayor's signature*

# Acknowledgment

We acknowledge that we are on the ancestral lands and waters of the Coast Salish and dx<sup>w</sup>dəwʔabš (Duwamish) people, whose descendants include but are not limited to the federally recognized bəqəlšut (Muckleshoot Indian Tribe) and the suq<sup>w</sup>abš (Suquamish Tribe). We further acknowledge that these descendants are the original, present, and future stewards of these lands and waters.

We recognize and honor the sovereignty of the region's Tribes and acknowledge and respect the government-to-government relationship that the City has with the Tribes.

It is in the spirit of government-to-government collaboration and doing more than just a land acknowledgement that we are here today.

# The West Seattle Bridge closure and the City's Nuanced Approach to Indigenous Affairs



# Duwamish Longhouse Collaboration



- Signalized pedestrian crossing, ADA ramp, and new sidewalk
  - Status: sidewalk and ADA ramp pending
  - Funding: ~\$2.9M
- Art Project
  - Status: securing artist
  - Funding: ~\$60K

# Muckleshoot and Suquamish Collaboration



- W Marginal Way & Chelan Ave
- Recognizes treaty-adjudicated rights
- Agreement upholds sovereignty
- \$66K per tribe
- Summer 2024 implementation by Tribal artists

# Engagement Process

- **May 2022:** Meeting with Muckleshoot & Suquamish Tribal reps, SDOT, and OIR
- **June 2022—July 2023:** OIR follows up with Tribes; SDOT & LAW develop draft agreement
- **July 2023:** SDOT & OIR agree, discuss project with Tribes
- **Oct 2023:** SDOT & OIR follow-up with Suquamish Tribe
- **Nov 2023:** SDOT & OIR follow-up with Tribes; agreement approved



**Seattle** Office of  
Intergovernmental Relations



**Seattle**  
Department of  
Transportation



# Thank You

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