

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council

Municipal Building Council Chambers

**** This meeting will be held electronically only ****

**February 22, 2021
6:00 PM**

PRELIMINARY AGENDA

[Packet Materials](#) / [Watch Meeting](#)

- 1. Call to Order**
- 2. Executive Session**
 - a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) (30 minutes) (Discussion)
- 3. Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Parks and Recreation Committee (Discussion)
 - c. Planning Committee (Discussion)
- 4. Public Comment**
- 5. Consent Agenda**
 - a. Minutes of February 16, 2021 (Action)
 - b. Approval of claims in the amount of \$787,925.18 (Action)
 - c. Resolution 3019: Waiving the State Competitive Bidding Requirements for the Purchase of CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system, for the City's gigabit passive optical network ("GPON") (Action)
- 6. Other Business**
 - a. * Request from Thompson Family to Return the Donated Tommy Thompson Train (Discussion/Possible Action)

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- b. * Commercial Avenue Complete Streets Project Phase 1 - 11th Street to 13th Street Alternatives (Discussion/Possible Action)

7. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Anacortes City Council Minutes - February 16, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of February 16, 2021 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath and Carolyn Moulton all participated in the meeting in absentia via video conference. Councilmembers Bruce McDougall and Matt Miller were absent.

Ms. Moulton moved, seconded by Mr. Young, to excuse the absences of Mr. McDougall and Mr. Miller. The motion carried unanimously by voice vote.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere shared current case statistics and trends for Anacortes, Skagit County, Washington State, and the nation. She reported on vaccination progress in Anacortes and Skagit County, noting the dearth of vaccine being distributed to Washington State. The mayor briefly summarized the state's Roadmap to Recovery Phase 2 guidelines.

Finance Committee: Mr. Walters reported from the committee meeting held the previous Wednesday. The topics discussed included several items on the evening's agenda as well as staffing at the water treatment plant, a potential hire in the road department, and budget reporting software options, specifically Socrata.

Personnel Committee: Ms. Cleland-McGrath reported from the committee meeting held the previous week. The topics discussed included water treatment plant operator training and compensation, backfilling street crew positions, and GIS staffing needs.

Public Safety Committee: Mr. Carter reported from the committee meeting held the previous week. The topics discussed included a grant opportunity for the Fire Department to hire up to five new firefighters for three years. He indicated that the proposal would come before full Council for direction very soon. Ms. Cleland-McGrath elaborated on the tight timeline for the grant application and the potential long term financial impacts of applying for and accepting the grant funds.

Mayor Gere invited Assistant Fire Chief Jack Kennedy to address Council on this topic, which he did. Interim Fire Chief Mike Ganz echoed Chief Kennedy's comments and reiterated that the department's current staffing does not meet the State's immanent rescue requirements.

Traffic Safety Committee: Ms. Moulton reported from Traffic Safety Committee meeting earlier in the day. Topics discussed parking in the neighborhood of the Guemes Ferry, Kansas Avenue in the Rock Ridge neighborhood, and tsunami evacuation route signs going up around town.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Mr. Young removed Item 4d, Resolution 3018, from the Consent Agenda.

Mr. Young moved, seconded by Ms. Cleland-McGrath, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of February 8, 2021
- b. Approval of claims in the amount of \$756,724.87
The following vouchers/checks were approved for payment:
 EFT numbers: 99317 through 99365, total \$323,113.03
 Check numbers: 99366 through 99385, total \$292,025.02
 Wire transfer numbers: 279822 through 280212, total \$136,846.46
- c. Ordinance 3084: Repealing and replacing Ordinance 3082 to establishing a \$4,500,000 line of credit with SaviBank to provide resources for the continued build out of the City Access Fiber network
- d. Resolution 3018: Waiving the State Competitive Bidding Requirements for the Purchase of Gutermann Zonescan 820 & Aquascan 620L leak detection equipment

Mr. Young reiterated his objection to waiving competitive bidding without having a set price. He acknowledged that in the specific situation addressed by Resolution 3018, waiving competitive bidding was appropriate.

Mr. Young moved, seconded by Mr. Walters, to approve Consent Agenda Item 4d as presented. Mr. Walters asked staff to explain the need for the item. Water System Manager Brian McDaniel and Water Distribution Manager Terry Nemeth responded to councilmember questions. The motion carried unanimously by voice vote.

OTHER BUSINESS

Anacortes Family Center Agreement

City Attorney Darcy Swetnam requested Council approval of an agreement on the Sales and Use Tax Revenue between the City of Anacortes and the Anacortes Family Center. Ms. Swetnam's slide presentation elucidating the proposed agreement was added to the packet materials for the meeting. She recommended approval of the agreement.

Mr. Young reminded that Council had previously discussed keeping some of the funds in reserve for future suitable projects that might arise. Ms. Swetnam explained that the agreement terms were required by the Anacortes Family Center's funding underwriter.

Ms. Cleland-McGrath said she would abstain from voting on the agreement because she sits on the Board of the Anacortes Family Center.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve the agreement as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON. Abstain - CHRISTINE CLELAND-MCGRATH. Nays - None. Result: Passed

Lodging Tax Advisory Committee Annual Appointments 2021

Planning Director Don Measamer requested that Council appoint representatives to the Lodging Tax Advisory Committee for 2021. He reviewed staff's recommendation for those appointments and reappointments which was included in the packet materials for the meeting.

ANTHONY YOUNG moved, seconded by CAROLYN MOULTON, to reappoint Matt Miller as Chair, and Mark Lione, Erik Schorr, Russ Olivier, and Andy Stewart as members, of the Lodging Tax Advisory Committee and appoint Jennifer Mann and Kripa Patel as new committee members to represent the City in the review and recommendation of projects that encourage tourism in Anacortes. Vote: Ayes - JEREMY CARTER,

ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON.
Nays - None. Result: Passed

Access Anacortes Fiber Internet Update

Administrative Services Director Emily Schuh provided the regular monthly update on Access Anacortes Fiber Internet. Ms. Schuh's slides were added to the packet materials for the meeting. She responded to councilmember questions.

Adjournment

There being no further business, at approximately 7:37 p.m. the Anacortes City Council meeting of February 16, 2021 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 22, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
280439	11/2/2020	201134665	CRIMINAL JUSTICE TRAINING	FIREARMS LETHAL/LESS LETHAL SHOTGUN INSTRUCTOR - CORP BUFFUM	\$ 600.00	apd
280430	11/13/2020	31705	MIKE HAWKINGS TRUCKING, LLC	TOWING OF VEH #610	\$ 434.00	dshop
280544	12/7/2020	1200313872	HDR ENGINEERING, INC	WWTP OUTFALL PRE-DESIGN - PHASE 2 - 10/24/20-11/21/20	\$ 27,438.27	pw1
280547	12/7/2020	2500	SOUND LAW CENTER, LLC	HEARING EXAMINER SERVICES - NOV 2020	\$ 1,850.00	plan
280568	12/11/2020	INV374	A-1 MOBILE LOCK AND KEY, INC.	DOOR REPAIR @ PUBLIC SAFETY BUILDING	\$ 384.06	pwfac
280299	12/23/2020	87259	ASSOCIATION OF WASHINGTON	MEMBERSHIP - AWC WORKERS' COMP RETRO & AWC CONCERTIUM	\$ 29,855.41	hr
280371	1/20/2021	2776183	FOSTER GARVEY PC	WTP MATTER NO. 96	\$ 600.00	legal
280376	1/20/2021	2776182	FOSTER GARVEY PC	WHOLESALE WATER CONTRACTS MATTER #84	\$ 117.00	legal
280545	1/21/2021	30580	BRAUN NORTHWEST, INC	AMBULANCE PURCHASE	\$ 243,573.08	pw1
280370	1/26/2021	5006072956	FERRELLGAS, LP	JAN PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 278.81	finance
280564	1/28/2021	211317009	SURETY PEST CONTROL	STATION 1 JANUARY SERVICE	\$ 65.28	medic
280243	1/28/2021	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 01/28-02/27/21	\$ 63.84	parks1
280431	1/29/2021	Y353776	PLATT ELECTRIC SUPPLY INC	WA PARK A LOOP UTILITY UPGRADE	\$ 4,197.03	parks1
280549	1/31/2021	2020-25	CURTIS EMERGENCY SERVICES LLC	EMERGENCY MANAGEMENT SERVICES - JAN 2021	\$ 1,320.00	medic
280542	1/31/2021	Pay App 8	IMCO GENERAL CONSTRUCTION	SKAGIT RIVER RAW WATER PIPELINE AND CLEARWELL PROJECT	\$ 316,539.04	pw1
280570	1/31/2021	0173	SKAGIT COUNTY SOLID WASTE FUND	JANUARY TONNAGE HAULED	\$ 74,175.68	dshop
280377	1/31/2021	32709	SKAGIT RIVER STEEL &	APPLIANCE RECYCLE	\$ 180.00	dshop
280442	2/1/2021	APD	ISLAND HOSPITAL	PRE-EMPLOYMENT EXAM	\$ 58.00	apd
280552	2/1/2021	AFD 20	ISLAND HOSPITAL	JANUARY AMBULANCE SUPPLIES	\$ 1,981.10	medic
280550	2/1/2021	3005747288	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR PHONE MONITORING 2/1-4/30/21	\$ 56.34	publib
280551	2/1/2021	012570686	XEROX CORPORATION	XEROX MAINTENANCE AGREEMENT	\$ 8.65	publib
280543	2/2/2021	2384	NORTHWEST CORROSION	SKAGIT RIVER RAW WATER PIPELINE AND CLEARWELL PROJECT - COATING INSPECTIONS	\$ 12,741.62	pw1
280572	2/2/2021	331 0559494	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 37.07	fiber
280540	2/3/2021	20197	ALL AMERICAN LEADERSHIP, LLC	PURPOSE, VALUES AND TRUST PROGRAM - 20% DEPOSIT	\$ 4,292.00	medic
280425	2/4/2021	281006238	ALFA LAVAL INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 3,713.94	dwwtp
280443	2/4/2021	5328835	FAMILY CARE NETWORK PLLC	PRE-EMPLOYMENT MEDICAL EXAM	\$ 332.00	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
280249	2/4/2021	911	SKAGIT COUNTY PUBLIC HEALTH	4TH QTR CITY SHARE OF LIQUOR TAX	\$ 6,389.21	finance
280304	2/4/2021	1219170	SKAGIT PUBLISHING LLC	PUBLISH AA-2042419 AA-2042620	\$ 178.64	finance
280557	2/4/2021	494627	USA BLUE BOOK	CALCIUM STANDARD SOLUTION X 2	\$ 62.28	dwtp
280366	2/5/2021	MV248386	MOTOR TRUCKS, INC	COMPRESSOR GASKET SET #514	\$ 237.98	dshop
280536	2/5/2021	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN SKYLINE 1/7-2/4/2021	\$ 11.08	dwwtp
280437	2/5/2021	831	SKAGIT SHOOTING SPORTS, INC.	RANGE DAY 1/25/21 - 2/5/21 (NEW HIRE QUAL)	\$ 32.55	apd
280559	2/5/2021	496160	USA BLUE BOOK	EYEWASH ADDITIVE	\$ 108.19	dwtp
280561	2/5/2021	496161	USA BLUE BOOK	ORION STIRRER PROBE X 2	\$ 562.81	dwtp
280563	2/5/2021	496167	USA BLUE BOOK	TITRAVER, CHLORINE STANDARD, HYDROCHLORIC ACID. SWIFTEST REFILL	\$ 1,587.52	dwtp
280428	2/6/2021	150351	LAKESIDE INDUSTRIES, INC.	1 1/4 & 1 1/2 ROCK	\$ 176.51	dshop
280432	2/6/2021	150310	LAKESIDE INDUSTRIES, INC.	CEMETERY SUPPLIES	\$ 104.51	parks1
280538	2/7/2021	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN 500T 1/8-2/5/2021	\$ 11.08	dwwtp
280486	2/8/2021	81102	MCCULLOUGH HILL LEARY, PS	WATER TREATMENT PLANT MATTER #96	\$ 2,285.50	legal
280292	2/8/2021	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS & WTR METER VAULTS: 01/01-02/01/2021	\$ 469.37	dshop
280306	2/8/2021	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 01/06-02/04/21	\$ 3,794.41	parks1
280426	2/8/2021	300000300008	PUGET SOUND ENERGY INC	WWTP 1/7-2/4/21	\$ 4,331.42	dwwtp
280529	2/8/2021	300000290035	PUGET SOUND ENERGY INC	MUSEUM 12/8-1/6/2021	\$ 362.57	museum
280369	2/8/2021	153089	SKAGIT HYDRAULICS	REPAIRS- #406	\$ 652.44	dshop
280368	2/9/2021	INV2259769	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 1/8-2/7/21	\$ 279.57	finance
280533	2/9/2021	N03760	DEPARTMENT OF HEALTH	FILTER RE-RATING PROJECT APPROVAL	\$ 2,204.00	dwtp
280297	2/9/2021	812-14735	GCR TIRES & SERVICES	SERVICE- #515	\$ 118.04	dshop
280298	2/9/2021	208481	NAPA	CAPSULE- #613	\$ 16.29	dshop
280434	2/9/2021	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 1/10-2/8/21	\$ 728.68	dwtp
280537	2/9/2021	331 0560543	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 39.26	wdist
280573	2/9/2021	331 0560584	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 37.07	fiber
280441	2/10/2021	5628	ANACORTES TOWING, LLC	TOWING; APD 21-A00867	\$ 163.20	apd
280556	2/10/2021	978 800 0000 1	CASCADE NATURAL GAS CORP.	STATION 3: 1/12 - 2/8/21	\$ 142.32	medic
280484	2/10/2021	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 2/19-3/18/21	\$ 238.07	finance
280440	2/10/2021	158368	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE WELLNESS EXAM AND MEDICATION	\$ 46.52	apd
280435	2/10/2021	017627120	GALLS, LLC.	UNIFORM PANTS; NEW OFC PACKARD	\$ 50.86	apd
280362	2/10/2021	208646	NAPA	HALOGEN SEALED BEAMS- #514	\$ 58.72	dshop
280365	2/10/2021	208633	NAPA	BATTERY #162	\$ 147.91	dshop
280367	2/10/2021	208637	NAPA	SPARK PLUGS #022	\$ 28.55	dshop
280379	2/10/2021	208626	NAPA	FRONT WIPER BLADES #162	\$ 41.76	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
280378	2/10/2021	104665612	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 2/1-2/28/21	\$ 378.35	finance
280361	2/10/2021	02/10/2021	SIGNATURE TREE SERVICE	HAZARD TREES REMOVED	\$ 2,828.80	dshop
280555	2/10/2021	210458551	SURETY PEST CONTROL	STATION 2 GUTTER MAINTENANCE	\$ 141.44	medic
280485	2/11/2021	8498 30 017 0464628	COMCAST	WA PARK INTERNET 2/21-3/20/21	\$ 106.16	finance
280528	2/11/2021	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 12/6/20-1/6/21	\$ 7,488.00	dwtpt
280427	2/11/2021	027439	SIGNATURE FORMS, INC	ANNUAL COURT ENVELOPE ORDER	\$ 716.48	court
280433	2/11/2021	113258	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 122.50	dwtpt
280546	2/12/2021	10536-01-21	BERK CONSULTING, INC.	PARK IMPACT FEE UPDATE - JAN 2021	\$ 690.00	parks1
280558	2/12/2021	INV07102	BLUE CARD	ADD ADDITIONAL PARTICIPANT TO ONLINE SUBSCRIP	\$ 346.50	medic
280567	2/12/2021	AN761045	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 66.15	medic
280438	2/12/2021	42381064-21	FBI-LEEDA INC	2021 ANNUAL DUES; CHIEF SMALL	\$ 50.00	apd
280429	2/12/2021	41600385153	LES SCHWAB TIRE CENTERS	FLAT TIRE REPAIR #038	\$ 21.76	dshop
280569	2/12/2021	B13021793	SHI INTERNATIONAL CORP.	AUDIO CONFERENCING LICENSES FOR TEAMS	\$ 15.32	infosys
280548	2/12/2021	Pay App 10	SUMMITX CONTRACTORS, INC	2020 WATERLINE REPLACEMENTS	\$ 16,248.74	pw1
280554	2/13/2021	209001	NAPA	WIPER BLADES- #406	\$ 11.72	dshop
280532	2/13/2021	00005W5A83071	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-13-21	\$ 18.74	apd
280447	2/14/2021	Invoice 1	SKAGIT VALLEY TULIP FESTIVAL	LTAC TULIP FESTIVAL 1	\$ 2,000.00	plan
280571	2/15/2021	0001042	CITY OF BURLINGTON	DARK FIBER AND RACK FEE	\$ 275.00	fiber
280531	2/15/2021	02/15/2021	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
280534	2/15/2021	12325002	HACH COMPANY	REPLACEMENT FLUORIDE ELECTRODE KIT	\$ 1,221.71	dwtpt
280574	2/16/2021	Ref000280574	BARLEY, GREGORY & LINDA	UB Refund Cst #046001	\$ 106.62	finance
280577	2/16/2021	Ref000280577	BROWN, MICHAEL & PAULETTE	UB Refund Cst #058248	\$ 42.21	finance
280576	2/16/2021	Ref000280576	CASTILLEJA, ABEL	UB Refund Cst #057960	\$ 129.31	finance
280582	2/16/2021	Ref000280582	CC&D CONSTRUCTION LLC	UB Refund Cst #062733	\$ 34.59	finance
280581	2/16/2021	Ref000280581	DHALIWAL, KULWINDER & TARLOCHAN	UB Refund Cst #061879	\$ 122.56	finance
280535	2/16/2021	0960871	FERGUSON ENTERPRISES, INC	OPERATING SUPPLIES- WATER INVENTORY	\$ 1,767.24	wdist
280575	2/16/2021	Ref000280575	FISHFADER, VICKI	UB Refund Cst #050955	\$ 110.80	finance
280565	2/16/2021	BINV0008770	GOBLE SAMPSON ASSOCIATES, INC	PUMP HOSE AND LUBRICANT	\$ 1,109.25	dwtpt
280580	2/16/2021	Ref000280580	HANSEN, STACIE	UB Refund Cst #060880	\$ 146.42	finance
280579	2/16/2021	Ref000280579	SUNNER, KIM	UB Refund Cst #060421	\$ 93.99	finance
280578	2/16/2021	Ref000280578	ULREY, JUDITH	UB Refund Cst #059872	\$ 123.71	finance

Total **\$787,925.18**



City Council Contract Agenda Bill

Meeting Date: 2/22/2021 **Agenda Item:** 4c

Subject: Resolution 3019 – Waiving the State Competitive Bidding Requirements for the Purchase of CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system, for the City's gigabit passive optical network ("GPON")

Staff Contact: Emily Schuh

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Resolution

Summary Statement: City staff seeks City Council approval of Resolution 3019 to waive the bidding requirements for the purchase of CRALEY proprietary technology Fibre™ M-Series, an ANSI/NSF certified micro-duct system, for the City's gigabit passive optical network ("GPON").

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- The City has used other CRALEY ANSI/NSF certified micro-duct systems which is a proprietary technology held by Craley to build out portions of the City's telemetry system, and the excess capacity from that system forms the backbone of the City's fiber-optic based internet network.
- City now intends to provide service to customers who cannot be connected to the City's internet network by aerial lines or underground lines due to restrictions in the Anacortes Municipal Code and the topography of certain areas of Fidalgo Island.
- The City therefore plans to use the Craley micro-duct products to provide internet connection to certain customers through their water lines using the only product that is compatible with existing infrastructure.
- Craley Group Limited of Farnborough, Hants United Kingdom, a company that institutes an ISO 9001-2008 quality management system, is the sole owner of the patented CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system which allows a hollow micro-duct to be used as a conduit for the City's GPON.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Resolution 3019 be approved authorizing the purchase of CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system for the City's gigabit passive optical network ("GPON"), and waiving the competitive bidding requirement due to a single source of supply.

Alternative Actions: N/A

Attachments: Resolution 3019

RESOLUTION 3019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system, for the City's gigabit passive optical network (“GPON”), and waiving the competitive bidding requirement due to a single source of supply, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and

WHEREAS, the City has used other CRALEY ANSI/NSF certified micro-duct systems which uses Craley proprietary pipe in pipe technology to build out portions of the City's telemetry system, and the excess capacity from that system forms the backbone of the City's fiber-optic based internet network; and

WHEREAS, the City now intends to provide service to customers who cannot be connected to the City's internet network by aerial lines or underground lines due to restrictions in the Anacortes Municipal Code and the topography of certain areas of Fidalgo Island; and

WHEREAS, the City therefore has to use the Craley proprietary technology micro-duct products to provide internet connection to certain customers through their water lines using the only product that is compatible with existing infrastructure; and

WHEREAS, Craley Group Limited of Farnborough, Hants United Kingdom, a company that institutes an ISO 9001-2008 quality management system, is the sole owner of the patented CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system which allows a hollow micro-duct to be used as a conduit for the City's GPON;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City Council of the City of Anacortes finds that purchasing the of CRALEY proprietary technology Fibre™ M-Series, an ANSI/NSF certified micro-duct system for City's gigabit passive optical network (“GPON”), clearly limits the City of Anacortes to a single source of supply from Craley Group Limited, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes hereby waives the bidding requirements for the purchase of CRALEY Fibre™ M-Series, an ANSI/NSF certified micro-duct system, and authorizes sole source purchasing from Craley Group Limited.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 22nd day of February 2021.

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: February 22, 2021 **Agenda Item:** 6.a.

Agenda Item Title: Request from Thompson Family to Return the Donated Tommy Thompson Train

Staff Contact(s): DARCY SWETNAM, BRET LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Discussion

Item Summary: The Thompson family has requested that the City return the Thomas G. Thompson, Jr. Train to the family. The family alleges that the City breached the terms of the 2012 MOA, by which the City accepted the donation. The family is represented by Lisa Carney and have submitted declarations in support of their request.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 210108 Lisa Carney Re Thompson Train (council)
2. Thompson Letter from Carney for February 22, 2021 Council meeting
3. Thompson Second Letter to City Council 02172021
4. Statement of Headen Thompson
5. Statement of Bret Iwan
6. Statement of Anne Thompson
7. Image A
8. Image B
9. Image C

10. Image D
11. 210120 Anacortes Railway Group
12. 210127 Dave Sem to DJS
13. 210129 Dave Sem Response
14. Correspondence Thompson Train
15. Tom Thompson Letter Re train 2.9.21
16. Richardson Thomas G. Thompson Train



ELIZABETH M. CARNEY
carney@westseattlelaw.com

January 8, 2021

To: Darcy Swetnam, City Attorney
P.O. Box 547
Anacortes, WA 98221

Re: The return of the Thomas G. Thompson, Jr. Train to the Thompson Family

Ms. Swetnam:

As I conveyed in our conversation, I am representing Anne Thompson and her family on the matter of the donation of the Thomas G. Thompson, Jr. Train, and related parts for operation of the Train, to the City of Anacortes.

During our conversation, we reviewed how the Train had come to be in the possession of the City of Anacortes. We discussed the 2012 Agreement that spelled out the conditions of the gift, and the numerous and significant breaches of that Agreement. During our call, you advised me that you were not able to resolve this matter without the support of the Anacortes City Council.

Please convey this letter to the council.

To the Anacortes City Council:

I am contacting you on behalf of Anne Thompson and her family regarding the donation by the Thomas G. Thompson, Jr. family to the City of Anacortes.

The Thompson family wishes to rescind the gift of the Thomas G. Thompson, Jr. Train to the City of Anacortes and have the Train be immediately returned to the Thompson family. In 2012, the Train was given as a tribute to Anne's beloved husband and father of their children, with the hope, and written Agreement, that the Train would be treated as expressed in the June 21, 2012 Agreement. Neither the specific terms, nor the spirit, of the Agreement have been met. The Thompson family feels the gift has been grossly mismanaged, and Anne's husband and the family's father has been dishonored and disrespected by actions taken, and not taken, as had been agreed. When the Train is released by the City of Anacortes, the family will ensure the Train's removal within 45 days.

Facts:

- The Thomas G. Thompson, Jr. Train was given to the City of Anacortes through an Agreement dated June 21, 2012.
- In this Agreement, specific conditions were clearly articulated, including Agreement by the City of Anacortes to ensure the Train would be “cared for and safely stored in Anacortes”.
 - The Train has been, and continues to be, housed in a structure that is not strongly secured from the elements or the ongoing risk of vandalism and fire. The Train, once damaged, is cost prohibitive to rebuild. The risk is too great to allow the Train to remain where it is.
- Operational parts that were included with the donation of the Train were found strewn, unprotected from the elements, in an open field. In September 2019, 360’ of track, given as part of the donation of the Train to the City of Anacortes, was dismantled and sold by the Port of Anacortes, for around \$100.
 - The City had not yet met the terms of the Agreement, but the Port was selling off parts. This treatment of the donation is not allowed in the 2012 Agreement.
- In the 2012 Agreement, the City of Anacortes stated efforts would be made to raise funds for an eventual display structure.
 - No funds have been raised.
- The 2012 Agreement confirmed the City’s intent with the gift was to establish a static display for the enjoyment of the community.
 - It is over eight years after the conveyance of the gift and not only is there no static display, but actions were taken in direct violation of the conditions. There is video evidence that in 2015, unauthorized persons put the Train into operation.

Review of Supporting Information:

In preparation of communication to the council, I reviewed the following information related to the donation of the Train and the history of the Train:

- A. The letter of June 21, 2012 signed by Anne Thompson, conveying the donation of the Train with conditions.
- B. The letter dated October 24, 2012, regarding a \$40,000 insurance value.
- C. The Memorandum of Agreement signed by Anne Thompson on November 15, 2019.
- D. Letters dated March 16, 2020, from Headen Thompson on behalf of his family, and from Anne Thompson, widow of Thomas G Thompson Jr., that were read into the council meeting of September 8, 2020.
- E. Information from The City of Anacortes museum website, and the posted history summaries.
- F. News stories related to the Train.
- G. The communication from Dave Sim to the Council, after September 8, 2020, confirming it was not possible to move forward with operating the Thomas G. Thompson, Jr. Train in Anacortes. At the September meeting, he had spoken with great enthusiasm of his plan, along with the Anacortes Railway Group, to rally resources to get the Train operating. IT WAS NEVER AN OPTION UNDER THE CONDITIONS OF THE DONATION THAT THE TRAIN WOULD BE OPERATED.
- H. Over 3.5 hours of council meetings, including the Train discussion from September 8, 2020 and the Train discussion from October 26, 2020.

Analysis:

Based on the information reviewed, including the Agreement of June 21, 2012, which lays out the conditions of the donation of the Thomas G. Thompson, Jr. Train, it is clear the contract has been repeatedly and egregiously breached.

Though some of the members of the Anacortes City Council appeared in the council meetings to understand the terms of the contract, and the many breaches, the full council has thus far been unable to act as requested by the family, specifically, removing the Train from control of the City of Anacortes. At the September 8, 2020 meeting, Bruce McDougall, council member, after listening to a plan proposed by other council members regarding operation of the Train, said the plan seemed in breach of the 2012 Agreement. He directly asked Darcy Swetnam, city attorney, if the actions being discussed could be considered a breach. **She said yes.** And yet, the council was not able to vote to move the Train out of the current conditions.

There was further discussion at the meeting, and language was included at the museum website, of efforts to incorporate the Train with other articles to be included in the museum. In one description, an estimated cost of \$450K was proposed to house the exhibits. Such funds were not available, the plan was dropped. And the Train remains insufficiently protected to prevent damage from vandals and fire.

During the October 26, 2020 meeting, some council members explained that their vote against sale to Mr. Iwan was based on the comments and interest from constituents who wanted to keep the Train in Anacortes. Some of the council members claimed that the 'people of Anacortes' had rights to this Train, that superseded the rights of the widow and family of Thomas G. Thompson, Jr. under the terms of the 2012 Agreement. The Train did not and does not belong to the City of Anacortes because the conditions of the gift have not been met. The law does not allow a breach of contract because council members arbitrarily claim a superior right over compliance with the terms of the controlling contract.

Thomas G. Thompson, Jr. began building the Train in 1961. He continued his work for over 20 years, including operation of the Train for the enjoyment of those who lived and visited Anacortes. He built the housing and the track for the Train with his own dollars and efforts. He built the traditions and created memories for so many in Anacortes, and by his sweat and passion and time, he kept the Train going. Thomas G. Thompson Jr. and his widow and family deserve deference over all else. The gift had conditions, and those conditions have not been met. The Train must be returned to the family.

At the September 8, 2020 meeting, Mr. Young, council member, asked, 'what is the rush?' to making a decision about the Train. At the October 26, 2020 meeting, there was a vote to deny the sale of the Train to Mr. Iwan. This was followed by more discussion to allow more time for volunteer groups to act in compliance with the terms of the 2012 contract. There was also discussion to allow more time, six (6) more months, for volunteer groups to act in violation of the 2012 contract - explore ways to make the Train operational. As a reminder to Council, THERE WAS NEVER AN OPTION UNDER THE CONDITIONS OF THE GIFT THAT THE TRAIN WOULD BE MADE OPERATIONAL. Enough.

What is the rush? Thomas G. Thompson Jr., died in 1999, 21 years ago. His widow and family have given the City of Anacortes since 2012, to have the donation of the Train be treated with the honor and respect it deserves and was agreed to by the City of Anacortes. This has not happened. **Enough.**

Conclusion:

The Thomas G. Thompson, Jr. Train must immediately be returned to the Thompson family.

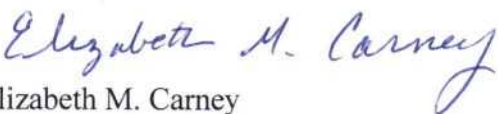
Not only has the City of Anacortes not complied with the terms or the spirit of the Agreement, but specific actions have been taken in direct violation of the terms of the Agreement, including, the most egregious, in 2015, unauthorized persons putting the Train into operation. The Train continues to be housed in unsafe and unprotected conditions; every day that passes increases the risk of damage due to vandalism, fire, and the elements. Once damaged, restoration of the Train would be cost prohibitive.

The past and current treatment of the Thomas G. Thompson, Jr. Train was never contemplated in the 2012 Agreement between the Thompson Family and the City of Anacortes. The patience from the Thompson family has exceeded all that is reasonable to ask from a donor. The involved parties may have believed they were acting in good faith, or mistakenly felt there was some responsibility to individuals not party to the Agreement, that superseded compliance with the Agreement. However, as repeatedly stated in this communication, the gift was made with conditions and those conditions have not been met. And in some instances, the conditions were violated altogether. Under all circumstances, but especially these circumstances, the respect due to Thomas G. Thompson Jr. and his widow and family requires the return of the Train to the Thompson family.

Anne Thompson is deeply committed to the protection of her husband's legacy. Her children join her in that commitment and together they are prepared to pursue all means necessary to ensure the Train is returned to the family.

The Thompson Family requests the council take the necessary action to ensure the release of the Train to the family no later than February 28, 2021.

Sincerely,


Elizabeth M. Carney



February 17, 2021

To Madam Mayor and distinguished members of the Anacortes City Council,

I am writing to you on behalf of Anne Thompson and her family. Thank you for your time and consideration of this communication.

The disposition of the Thomas G. Thompson Jr. Train has generated much discussion over the years and much more in recent months. Some of the discussion has generated conflict, and for the Thompson family, much of the discussion has been deeply upsetting. [See attached statements from Anne Thompson and Headen Thompson.]

For many, many years, discussion of the Thomas G. Thompson Jr. Train in and around Anacortes brought joy, awe, and inspiration. After Mr. Thompson's death in 1999, the Thomas G. Thompson Jr. Train was retired. However, there was still much talk of the excitement of steam trains, but nothing like this Train ever materialized as a replacement for the Thompson Train. 'Everyone' loved the idea of a Train, but loving the idea was not enough.

Then, in June 2012, Anne Thompson entered into an agreement with the City of Anacortes to donate the Thomas G. Thompson Jr. Train to the City with the conditions that the Train would be cared for and safely stored in Anacortes, efforts would be made to raise funds for an eventual display structure, and the City was going to establish a static display for the enjoyment of the community. There was again much joy, awe, and inspiration around bringing the Train back home to Anacortes. Many volunteers contributed their time and expertise. The job took planning and preparation by many, and the actual loading and travel took a full day in July 2012, with many hands helping. Once back in Anacortes, the Train was stored offsite for a short time, paraded down the street for the 4th of July, and then returned to its home in the Train barn. None of this work could have occurred without the help of many volunteers.

And then, inconsistent and competing actions ensued. Again, there was a contract between Anne Thompson and the City of Anacortes to build a static display and safely store the Train. Concurrently, there were groups of Train enthusiasts who would, for the next few years, expend considerable effort and time in exploring ways to steam up the Train. This activity continued until 2015, when a group did steam up the Train, someone at the City noticed and operation of the Train was shut down—the City did not have liability insurance to cover operation of a steam engine AND IT WAS NOT ALLOWED UNDER THE TERMS OF THE 2012 AGREEMENT. And still, shortly after this incident, a new group formed with a directive to find a way to steam up the Train; all the while no efforts were expended to comply with the terms of the 2012 Agreement.

As time passed, the Thompson family became more concerned and more frustrated. They also felt disrespected that this magnificent masterpiece was alternately ignored or pursued for operation in breach of the 2012 Agreement.

There is significant agreement between the Thompson family, City Council, and the citizens of Anacortes on a number of issues. It seems all parties view Anacortes as a magical place for a train to operate. All parties see the Train as a masterpiece and work of art, as unique, worth caring for and keeping close, and something that created joyful and inspiring memories. The Thompson family, and some volunteers, also know of the work, the time, the money, the commitment, and dedication required to care for and operate a steam engine. For many, many others, the memory is only of fun, and what a great memory.

This is a story of the confluence of a magical steam engine and the law of contracts.

Under contract law, the most basic requirements of a contract are offer, acceptance and consideration. In this case, Anne Thompson offered the Train to the City of Anacortes, the City accepted; the consideration was that the City comply with the conditions of the Agreement. The City is not complying with the conditions of the Agreement. [See statement from Bret Iwan regarding condition of Train and Train barn]. At this writing, there is no funding, no structure and no static display for the Train. [See statements from Anne Thompson and Headen Thompson].

The Agreement was signed many years ago, the family has given the City ample opportunity to meet the conditions of the Agreement, and the conditions have not been fulfilled by the City; the City is in breach. A remedy for a breach of contract is a rescission of the contract. The Thompson family asks again that the City agree to rescind the 2012 Agreement as a remedy for the breach and return the Train to the Thompson family.

A decision at the October 26, 2020 meeting, allowed for six more months to do what has not been done for many years. For the City, it is easy to say, 'even with extensive efforts, we have fulfilled none of the commitments made in the Agreement, what is another six months?' The cost of a six month longer delay for the Thompson family is significant.

There was a second contract between the City of Anacortes and the Thompson Family, the MOA signed in December 2019. This contract has caused significant disappointment to Thompson family members because (1) they felt misled and (2) they fear the Train getting to the wrong person or group. The steps leading to the creation of the MOA put the validity of the MOA in question. Under contract law, in addition to the elements of offer, acceptance and consideration required to form a contract, there must also be a meeting of the minds, mutual assent. In the formation of the Memorandum of Agreement, Anne Thompson stated in her letter to the Council on March 16th, 2020, and in her attached statement, that her understanding in signing the MOA was she was giving permission to sell only to Bret Iwan and to no other. In the September 8, 2020 meeting, Darcy Swetnam, the city attorney who drafted the MOA, stated she did not realize Anne Thompson's intention with her signature on the MOA was only for the sale to Mr. Iwan. Ms Swetnam thought the MOA was for anyone who met the qualifications proposed and drafted for that. There was no meeting of the minds as to the intent of this contract.

Anne Thompson did not have an attorney review the document before signing because she did not believe she was in an adversarial role with the City. The family thought there was a shared goal in properly caring for the Train as was the commitment in the 2012 Agreement. Anne and her family thought the MOA was solely for the transfer to Mr. Iwan because discussion of the MOA came up only after the presentation from Mr. Iwan. All discussion about the MOA was in the context of how to facilitate transfer of the Train to Bret Iwan. It would be an odd message to send to potential donors to the City of Anacortes to 'bring your own Attorney when dealing with us.'

The Thompson family is aware of the joy and awe, inspiration and magic of the steam train. They absolutely understand persons wanting the Train to stay in Anacortes. It was a gift to so many that Thomas G. Thompson Jr. settled in Anacortes and that the Train was ever in Anacortes at all. Still, persons wanting to keep the Train in Anacortes do not take precedent over compliance with a contract.

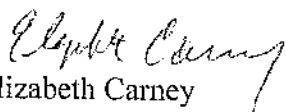
In summary, the 2012 Agreement between Anne Thompson and the City of Anacortes should be rescinded because it was breached. The supporting evidence is provided in the statements of Bret Iwan, Anne Thompson, and Headen Thompson.

The discussion related to the Memorandum of Agreement was brought today to the Council to show a pattern of contract formation between Anne Thompson and the City of Anacortes. It could just be a fluke, that one contract was breached and the other formed without a meeting of the minds. But, with this history in mind, on behalf of the Thompson family I implore the City of Anacortes to agree to rescind the 2012 contract and return the Thomas G. Thompson Jr. Train to the Thompson family.

The return of the Train to the Thompson family closes one chapter for now, but it does not foreclose the possibility of future train magic in Anacortes. In early news stories, just after Mr. Thompson's death, there was discussion of the interest of many to find another train to run in Anacortes. The current Council stated that right now there is much interest for a train in the community. Interested persons willing to expend the time and dollars to get a new train into operation should come forward now.

I again implore the City of Anacortes to agree to recission of the 2012 Agreement and return the Thomas G. Thompson Jr. Train to the Thompson family.

Thank you, Madam Mayor, and distinguished members of the Anacortes City Council.


Elizabeth Carney

Advocate for Anne Thompson and the Thompson family
Enclosure: Statements of Anne Thompson, Headen Thompson, Bret Iwan



ELIZABETH M. CARNEY
carney@westseattlelaw.com

February 17, 2021

To: Darcy Swetnam, City Attorney
P.O. Box 547
Anacortes, WA 98221

Re: The return of the Thomas G. Thompson, Jr. Train to the Thompson Family

Ms. Swetnam:

I appreciate your assistance in conveying communications to the Anacortes City Council on the matter of the Thomas G. Thompson, Jr. Train. I continue to represent Anne Thompson and her family in their quest for return of the Thomas G. Thompson, Jr. Train to the family.

After delivery of the January 8, 2021 letter to the City Council, I learned the Thompson family made donations of property related to the Thomas G. Thompson, Jr. Train on more than one occasion prior to 2012. Also, there are two city ordinances No. 1995 and No. 2114, that speak to how track for the Train was to be laid and the planned disposition of track, rails, turntables, and ties within a specified time after the Train ceased operations.

The new information does not change the Thompson family's dedication to ensuring the return of the Train to the Thompson family. However, it is important to clarify any misunderstanding(s).

Please convey this letter to the Council.

To the Anacortes City Council:

In reliance only on the provisions of the 2012 Agreement, in the January 8, 2021 letter, I (1) asserted that some equipment pieces that were part of the 2012 donation by the Thompson family were improperly and unsafely stored and (2) claimed parts of the track were improperly sold. Both assertions were incorrect, my apologies for the misunderstanding.

The substance of the request of the Thompson family was detailed in the letter of January 8, 2021.

The Thompson family again requests that the City of Anacortes agree to the rescission of the 2012 contract. The City of Anacortes is in breach of the 2012 contract, and the safety and structural integrity of the Thomas G. Thompson, Jr. Train is at stake.

In the 2012 contract, the City of Anacortes agreed to care for and safely store the Thomas G. Thompson, Jr. Train, and raise funds for a structure to house a static display to continue the sharing of the Train with the community. The Train has deteriorated in its present location, it was steamed up when such action was not provided for in the 2012 Agreement, and there is no display structure. The Thompson family enthusiastically joined in affirming a proposal that could protect and maintain the integrity of the Thomas G. Thompson, Jr. Train (sale to Bret Iwan), and the City Council voted against the solution.

The Thompson family cannot stand by and hope something eventually changes.

The City Council is charged with maintaining and preserving the reputation of the City of Anacortes. And preserving assets that belong to the City. However, the Thomas G. Thompson, Jr. Train should no longer be viewed a City asset. The City did not meet the conditions of the 2012 Agreement.

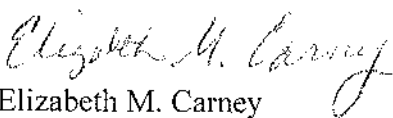
Thomas G. Thompson Jr. is one of Anacortes's treasured sons for his contribution to the city all the years he operated his Train; what a gift he shared with citizens and visitors to Anacortes alike. His widow, Anne Thompson, entrusted this grand masterpiece built by her beloved, to the City of Anacortes, with conditions. It takes monumental commitments to properly care for and store an engine and train cars. During his lifetime, Thomas G. Thompson, Jr. laboriously constructed his engine and cars through dedication of his time, money, and expertise. He committed the same energy and vigilance to operating and properly caring for his Train.

Extensive efforts related to the Train have been extended by several volunteer groups in Anacortes since 2012, documented by personal stories, news stores, and museum historians. And yet, the conditions of the 2012 contract have not been met. And the Train continues to be at risk of irreparable harm.

The City of Anacortes has shown that after many years of good faith efforts, the City cannot meet the conditions that were part of the donation of the Train to the City. The appropriate moral and legal remedy is a rescission of the 2012 contract and return of the Train to the family.

I appreciate the Council's willingness to reserve time for discussion of the Thomas G. Thompson, Jr. Train at the February 22, 2021 council meeting. By your actions in resolution of this matter, you set an example to residents and visitors alike of how the City of Anacortes, through their City Council, treats (1) its esteemed citizens, (2) persons who donate treasures to the city, and (3) those who enter into contract with the City of Anacortes.

Respectfully,


Elizabeth M. Carney

My name is Headen Thompson. I am a resident of the state of Washington and am over the age of 18.

I declare:

Thomas G. Thompson, Jr. is my father. He built the Thomas G. Thompson, Jr. Train over many years; years where he devoted his time, money, and passion to creating a work of art. He then operated the Train in Anacortes for nearly 20 years, until his death in 1999. His gift created memories for so many locals and visitors to Anacortes.

In 2012, my mother donated the Thomas G. Thompson, Jr. Train, comprised of one engine and three cars to the City of Anacortes, with the conditions the Train would be cared for and safely stored in Anacortes, funds would be raised for an eventual display structure, and the City would establish a static display for the enjoyment of the community. Anacortes had always been a special place to our family. Having the Train be part of the Anacortes community seemed an exceptionally good fit.

However, it has been many years, and there is no record of funds raised, there is no display structure, and the Train continues to be housed in a wooden structure built in 1985, without the appropriate and necessary strength to keep the Train secure from destruction by the elements, fire, or vandalism. Every day the Train remains in a structure without proper protection against weather, fire, and vandals is a day the Train could be damaged beyond repair.

I make this declaration in support of Anne Thompson's request to return the Train to the Thompson family.

On behalf of all my siblings, I am an advocate for my deceased father, and for my mother. Her wish in donation of the Thomas G. Thompson Train to the City of Anacortes was to continue her husband's legacy and to share his gift with the community. Her donation had conditions to comply with the wishes of her husband - to retire the Train at his death. The running of a steam engine requires time, dedication, and expertise. The operation of the Train by unskilled persons would damage the Train beyond repair. It was a condition of the Agreement that the Train would only be used in a static display. And yet, various volunteer groups since 2012 have expended considerable time and effort into steaming up the Train, against the allowed provisions of the Agreement.

Bret Lunsford, currently the Anacortes Museum Director, since the beginning of his involvement, has been extraordinarily sensitive to our concerns, and has gone to great lengths to keep us informed on the status of the Train and the progress of various volunteer groups in their efforts related to the Train, and our family is deeply appreciative. But he could not single handedly compel the City to meet the conditions of the Agreement the City made with my

mother or prevent the violations of the Agreement. To protect our father's legacy, the family felt it necessary to become more involved in the activities impacting the Train.

Bret put our family in contact with a person interested in acquiring the Train who had the expertise and passion to care for and operate the Train. This appeared to be a perfect solution to our concerns that the Train would be damaged beyond repair, either in how it was being stored in Anacortes, or by improperly skilled persons steaming up the engine. After finding this person, Bret Iwan, and reviewing his presentation, my mother was greatly relieved. She found Mr. Iwan a person she could trust. He showed the proper respect of the Train, and of her husband's efforts. She was advised by city staff that the next step to getting the Train transferred to Mr. Iwan was to sign a Memorandum of Agreement. This was a formality but was necessary for the transfer.

Very shortly after my mother signed this MOA, we discovered this document did NOT do what we believed had been agreed, but rather allowed for the Train to be sold to any party who could meet the conditions laid out in the MOA. This was absolutely not what had been intended by my mother. I conveyed a letter from my mother to the City Council to clarify the intention of her signature on the MOA. It did not appear to matter. In Council discussion of October 26, 2020, a council member asked the staff attorney if the MOA required a purchaser be only a person chosen by the Thompson family and the response was, no. The Train could be sold to any third party that met the terms of the MOA.

As I was with my mother in every step of her interactions with city staff, it is inconceivable to me that there could have been a misunderstanding that the MOA was for any purpose but to transfer ownership of the Train to Bret Iwan.

The Thompson family, more than any other claiming an interest in the Thomas G. Thompson, Jr. Train, understands the time, passion and commitment that went into the creation of this masterpiece. We understand that care of the Train cannot be done by rotating volunteer groups. We saw and experienced the unceasing dedication of our father, of the effort required to operate the Train and care for it when it was not being operated. It is apparent this dedication is not easy to replicate. For too long, no significant progress has been made. The 2012 contract between my mother and the City of Anacortes was not honored. The 2019 MOA as written was not the contract the Thompson family agreed to.

In support of my mother Anne Thompson, I request the Thomas G. Thompson Jr. Train be returned to the Thompson family.

I declare under penalty of perjury and under the laws of the state of Washington that the foregoing is true and correct.

Signed at STANWOOD, [City] WA [State] on 02-17-21

Headen Thompson
Headen Thompson

My name is Bret Iwan. I am a resident of the state of California and I am over the age of 18.

I declare:

I am the owner of Bungalow Modern, LLC, a business specializing in restoration of turn of the century buildings, vehicles, and steam railroading equipment preservation. My clients include the Nevada Northern Railway Museum, the Walt Disney Archives, the City of Ely Nevada, the Carolwood Foundation, Winchester Mystery House and private clients. I previously worked at the Knotts Berry Farm theme park, in the ride maintenance department as a steam locomotive mechanic, engineer, and fireman.

This declaration is to (1) convey my opinion of the condition of the Thomas G. Thompson Jr. Train since its arrival to the train barn in 2012 and the lack of suitability and fitness of the location to protect and keep secure the Thomas G. Thompson Jr. Train. My opinion is based on my expertise and experience as a steam locomotive mechanic and engineer and my work with restoration and preservation of steam railroading equipment. And (2) describe the journey that led to my proposal for purchase of the Thomas G. Thompson Jr. Train, and my understanding of the reason and purpose of the Memorandum of Understanding signed in December 2019.

My awareness of the Anacortes Railway began in 1987, as a passenger on the railway. I have visited the area often since the early 80's. During a visit in the fall of 2012, I learned the train had been donated to the city with an agreement to build a structure for a static display of the train. In January 2016, I saw a video showing the train had been steamed up.

January 23, 2016: I contacted the "Anacortes Railway" through their Facebook group page and volunteered services. I received a response, ... *we're working on getting our docs and our plan ready. The first big push might be to look at moving/fireproofing the engine house. The original building is cool, so we're looking at moving it and keeping the exterior while making sure the engine is safe from humidity, fire, and scrap thieves!*

On **March 19, 2019:** the Facebook page stated the Anacortes Railway non-profit group had made the decision to "no longer be pursuing, as a group, the operation or maintenance of the Tommy Thompson Train / Anacortes Railway".

On **June 30th, 2019:** I visited the train barn and walked the abandoned track. I observed rotted railroad ties, corroded and missing railroad spikes, and an unusable right of way extending from the train barn north on R Ave. The train barn itself exhibited slight warping of the carriage doors, and a noticeable addition of wood knots which had expanded and fallen out of the board and batten siding. I specifically remember this detail, because with the aid of my iphone camera, I was able to position the lens and flash in such a way, as to take a picture [attached Image A] of the inside of the barn, revealing the train was still in storage. I thought it odd there was a hole in the exterior siding of the car barn providing such easy access - for a camera, vermin, or a match. The rear access door was secured with a standard padlock.

I contacted Mayor Gere and the Anacortes Museum regarding status of the train. **On July 8, 2019**, I received an email from Anacortes Museum Director, Bret Lunsford. In early September, I met Headen Thompson, son of the donor of the Train, via a phone call. An in-person meeting was scheduled.

On October 21, 2019: Cory Iwan, my business partner, and I visited Anne Thompson in Seattle. We shared materials of successful projects completed by Bungalow Modern, LLC, and provided concept renderings of our plans for her husband's railroad. Anne shared stories of her husband, Thomas, and his devotion to his railway. Before departing, she gave her full consent and approval of us acquiring the train. Headen said that Mr. Lunsford had mentioned the need for a MOA once approval from the Thompson family was received.

On October 21, 2019: after the visit with the Thompson family, we arrived in Anacortes, and met Dave Margeson, Maritime Museum Curator, at the car barn. There was heavy rainfall at the time. As we entered through one set of front carriage doors, I observed rain on the barn floor. The interior space of the barn exhibited signs of extreme moisture. I noticed towels and fabric haphazardly secured to the exhaust hood and vent which is installed directly over the locomotive smoke stack and smoke box, intended for the drafting of smoke and steam exhaust when a locomotive is being "fired" *[see attached Image B]*.

Upon further inspection, it was clear the towels were an attempt to prevent water leaking onto the locomotive. The effort was not successful as there was surface corrosion evidence visible *[see Image C]*.

The smokebox of the locomotive is constructed of carbon steel. Carbon steel is susceptible to "rust", oxidation, when the steel has direct contact with water. The smokebox of a steam locomotive requires critical care due to the heat generated and exhausted out the smoke stack during operation. Its role in housing the Y-Pipe, which delivers steam pressure from the Dry Pipe to each corresponding cylinder, creates the lateral motion required to move the drive wheels. The Anacortes Railway locomotive smoke box is protected with a specialized graphite based coating that prevents water penetration. The visible surface rust indicates this coating is overdue for reapplication. Irreversible damage may exist underneath the coating. The rust indicates that the locomotive has been exposed to this leak for considerable time.

See attached photo of Train as delivered in 2012, *[Image D]*. On review of photos taken since 2012, it was clear the Train was showing new damage, including:

1. absence of pressure relief valve on steam dome
2. chipped/cracked paint on steam dome top
3. chipped/cracked primer on steam dome base
4. chipped/cracked paint on water line plumbing leading from cab to boiler check valve
5. chipped/cracked paint on locomotive pilot
6. Tarnished brass accessories * note - a majority of the brass accessories are one of a kind pieces, hand sculpted, and cast in Thomas G. Thompson Jr's backyard foundry. Maintenance of these pieces were of great importance to Tommy, and remains of great concern to Anne.*
7. A thorough inspection was conducted to ensure all valves were in the correct "open" position, water had been drained from the tender and boiler, and that the eccentrics were positioned in the

“neutral/center” position suitable for storage. Continued exposure to moisture is of concern, especially with regards to the cylinder piston rods. Precise machining is necessary to ensure proper seal and operation during movement. Exposure of these parts to moisture can cause corrosion, resulting in pitting, which would prevent the necessary pressure seal. Locomotive pressure events can cause catastrophic and irreparable damage.

Around 4:00PM, we met with Mayor Gere, Bret Lunsford, Darcy Sweetnum, and Steven Hoglund at City Hall. I shared the positive response from the Thompson family. Mayor Gere expressed this was the most important element to her. We showed our plans, and a detailed breakdown of the acquisition proposal. Finance Director, Steve Hoglund and City attorney, Darcy Sweetnum, agreed to move forward to present an (MOA) to City Council. At no time was the addition of an MOA explained to be for any purpose except for the transfer of the Thomas G. Thompson Jr. Train to me as a direct result of my proposal. It was explained that this MOA was functionally necessary for the explicit endorsement and execution of my proposal. Mr. Lunsford later indicated that though my name was not specifically mentioned in the MOA, the criteria listed as necessary were derived directly from my qualifications, and proposal details.

December 3, 2019: Mr. Lunsford informed me the MOA between the City and Anne Thompson had been adopted by the council.

December 9, 2019: I received an email from Dave Sem introducing himself as the new president of the “Anacortes Railway” Non-Profit, and seeking my support of their efforts;

We have been working together on renewing his [Brooks Middleton] groups efforts to restore the train to a running status in Anacortes per the new MOA passed by the city council. ...

December 18, 2019: The comment about the new MOA didn’t make sense to me. I requested a copy from Mr. Lunsford and immediately saw the potential for it to be misconstrued.

September 10, 2020: after the September 8, 2020, I asked Mr. Lunsford why my name was left off the MOA, knowing that the Thompson’s intent of the MOA was to ensure sale only to me. Mr. Lunsford said the vagueness was intentional, to allow for sale to another if I did not complete the transaction. This explanation did not make sense to me as the MOA was approved by Anne Thompson only for sale to me.

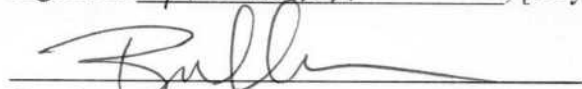
On or about October 2, 2020: Mr. Lunsford asked for help for winterization of the train. Referencing the rust earlier noted, he asked about the effectiveness of tarping the locomotive. I endorsed his plan and offered to consult on the positioning of valves and eccentrics.

October 12, 2020: I met Mr. Lunsford at the Anacortes Railway train barn to tarp the locomotive, ensuring coverage of smoke stack, smoke box, pilot, steam cylinders, and cross heads.

October 26, 2020: Council voted to reject my purchase proposal.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at PASADENA, [City] CALIFORNIA [State] on 2/16/21

A handwritten signature in black ink, appearing to read "Bret Iwan", written over a horizontal line.

Bret Iwan

My name is Anne Thompson. I am a resident of the state of Washington and I am over the age of 18.

I declare:

Thomas G. Thompson, Jr. is my husband. Our family lived in Anacortes for many years. It has always been a special place to us and continues to hold dear memories for me. Anacortes is also where Thomas built, then operated for nearly 20 years, the masterpiece that is the Thomas G. Thompson, Jr. Train. After his death in 1999, the Train was retired per his wishes. He wished to display the Train, for the enjoyment of many, but he was aware of the time, money, and dedication required to properly operate and care for the Train. He did not have a successor in mind who could take proper care to continue operation of his train in Anacortes.

I am making this declaration for two reasons, (1) to convey my disappointment and frustration with the breach of the Agreement the City of Anacortes made with me in 2012, and (2) to make clear my intentions related to the Memorandum of Agreement finalized December 10, 2019.

On June 21, 2012, I made a donation to the City of Anacortes of the Thomas G. Thompson, Jr. Train, comprised of one engine and three cars,[Exhibit A]. This donation included provisions by the City to care for and safely store the Train in Anacortes, to extend efforts to raise funds for an eventual display structure, and to establish a static display structure for the enjoyment of the community.

Many years have passed since this donation. I have significant concerns about seeing the safe and respectful disposition of my husband's creation in my lifetime. The location where the Train is currently stored does not protect the treasure from the elements of weather and is not secured against fire or a motivated vandal. Once damaged, trying to rebuild what my husband built with his time, money, passion, and commitment would be impossible. For too many years, there has been no success in fulfilling the terms of the 2012 Agreement. No funds have been raised for a display structure; no static display has been established. What would be the source of effort to repair the Train if it were damaged?

The intention of my donation was to give a gift to the City of Anacortes that would provide enjoyment for many and honor my husband. Many years have passed. None of the conditions of the 2012 Agreement have been met. I feel the Thompson family's gift of the Thomas G. Thompson, Jr. Train to the City of Anacortes has been disrespected. I was at a loss of next steps I could take to protect my husband's masterpiece.

Through the help of Bret Lunsford of the Anacortes Museum, on October 19, 2019, I met Bret Iwan, a steam engineer, who was familiar with my husband's train. He shared with me and our family members, his interest to acquire the Train so as to maintain and care for it and bring it back to operation. He shared his credentials and proof of successful past projects. I trust him. His vision and expertise align with those of my husband. When we met, I told him of my deep disappointment of the status of the donation, and of my concerns with the safety of

the Train in its current location. After meeting him and reviewing his presentation, I told him I was in full support of him becoming the owner of the Train to bring it back to life.

With the help of Bret Lunsford, Mr. Iwan was introduced to the necessary persons in the City and there were discussions regarding steps needed to facilitate the transfer of the Train to Mr. Iwan. The Train had sat, with minimal attention for many years in Anacortes, and I was anxious as to what to do next to protect my husband's creation. And here was a person, Bret Iwan, who had the expertise and willingness to provide the care and respect for the Train that I had so hoped for in the donation to the City of Anacortes. I was elated.

The need for a Memorandum of Agreement was explained to me and I was advised that my signature was required on this document to complete the transfer of the Train to Mr. Iwan. And so, on November 15, 2019, I signed the document.

I later learned this document was not actually going to be used for what had been agreed, but rather the completed document created options for anyone to purchase the Train. It was never my intention that anyone except Bret Iwan would benefit from this MOA. The precious treasure that is the Train my husband built cannot be sold to just anyone. I thought the City of Anacortes would respect and honor the Train as it deserves, and for many years it sat unattended, except for when it was steamed up against my husband's and my wishes. I would not intentionally take the same action again, putting the Train into the hands of someone I did not know or trust.

I entrusted an irreplaceable creation to the City of Anacortes. I had an agreement with the City of Anacortes, that I would donate the Train and the City would care for and safely store the Train, the City would raise funds for a display structure, and the City would establish a static display for community enjoyment. None of this has happened. Instead, the Train was steamed up in violation of the 2012 Agreement.

I do not wish to enter into any more contracts with the City of Anacortes. My experience with being in contract with the City of Anacortes has only brought me disappointment. I have limited years left to honor and respect my husband through preservation of his legacy. I wish the Train to be returned to the Thompson family.

I declare under penalty of perjury and under the laws of the state of Washington that the foregoing is true and correct.

Signed at Seattle, [City] WA [State] on 2/17/21

Anne Thompson
Anne Thompson



EXHAUST HOOD & VENT

TOWELS SECURED WITH
BUNJEE CORDS, INTENDED TO
PREVENT WATER LEAKAGE



IMAGE B
OCTOBER 21, 2019



EXAMPLE OF TARNISHED
BRASS, WITH EXTREME WEAR

MISSING SAFETY RELEASE VALVE

CHIPPED AND CRACKED PAINT

EXTREME SURFACE CORROSION
DUE TO EXPOSURE TO WATER LEAK

CHIPPED AND CRACKED PRIMER EXPOSING METAL

ADDITIONAL
CHIPPED PAINT AND CORROSION

CHIPPED AND CRACKED PAINT

IMAGE C
OCTOBER 21, 2019
Page 34 of 74

January 20, 2021

To: Mayor Laurie Gere

Subject: Anacortes Railway Group Proposal

Dear Mayor Gere:

The Anacortes Railway Group proposes to assist the City in meeting the requirements of the existing MOA's by acquiring the Thomas G. Thompson Jr. Train from the City of Anacortes and putting it on exhibition for everyone's benefit. The following summarizes our proposal to showcase the train, secure and maintain it and to share the history of Mr. Thompson's vision and the train's history for all citizens and visitors to enjoy.

We are an existing Washington State nonprofit corporation, have established a bank account and financial relationship in the city, and are seeking formal confirmation as a 501C (3) non-profit organization under EIN 85-403226.

Our proposal consists of the following options:

Option 1 Step 1:

The Anacortes Railway Group proposes to use the existing train shed which will be refurbished at our expense to allow the public to view the train at any time. We propose to ensure it is structurally sound, clean / paint the building inside and out as needed, re-roof the structure. We propose to install security windows on both sides and timed interior lighting that visitors can switch on to see the train. We propose to install a walkway around the perimeter of the shed and any other exterior improvements for the community access and safety. All work would be done by licensed contractors and adhere to the building codes of the City. We are in contact with a local contractor to develop a statement of work and obtain a preliminary estimate for the modifications. We propose to lease the property that the shed is built on from the City of Anacortes for \$1000 a year (following the approval of an agreement) while we are securing a permanent venue site (see step 2). We will appropriately insure the train so the City will bear no liability for any train related issues. We would have the train inspected; correcting any issues and maintain its mechanical soundness with the assistance of our technical specialists. We would perform all as needed activity to restore and maintain the original appearance of the locomotive and cars. The Anacortes Railway Group, acting as an approved 501c (3) organization would be granted ownership of the Thomas G. Thompson Train in return for the monies spent to refurbish the existing train shed.

Thomas G. Thompson history would be displayed in an as yet to be determined manner, either inside the train shed (viewable through the windows), on the walls of the train shed or on the property adjacent to the train shed. The train would also be pulled out of the current building on temporary rails for public display during local events, weather permitting.

Option 1 Step 2: (coincident with step 1)

The Anacortes Railway Group will work with the City of Anacortes Planning Department, other City departments and/or the Port of Anacortes to secure a location for a new railroad exhibit / train shed to be built. We would prefer this location to be as close to the present location as possible to retain it as an attraction for tourism and a benefit to downtown Anacortes. Upon approval of new site we propose to develop new building / exhibit to display the train and its history. Should that location be City or Port property, the Anacortes Railway Group proposes a joint use agreement or long-term beneficial lease of the property with the responsible municipal authority to allow the new exhibit to developed and operated. Once the train is moved to its new location we recommend the City use the newly remodeled shed, with some minimal cosmetic external modifications, to house and display another historic gem for all to see - the restored Anacortes Fire Truck. The land lease for the existing train shed property between the City and the Anacortes Railway Group will terminate at that time.

Option 2:

If it is determined that a suitable area within the City limits of Anacortes is not available, or if the City of Anacortes expresses its interest to sell the Thomas G. Thompson Train, the Anacortes Railway Group will pursue the purchase of the train. We will pay a competitive price and abide by the 2019 MOA agreement that the Thompson Family signed and was adopted by the City of Anacortes on Dec 2, 2019. The Anacortes Railway Group will operate and maintain the train on Fidalgo Island. **We have the expertise and resources to satisfy all the requirements of the 2019 MOA immediately.** Our facility would continue to support the train, vision and history of Thomas G Thompson in perpetuity.

We are prepared to have whatever conversations you may desire to discuss this proposal. Please respond to this email or call Dave Sem at (360) 661- 5067 or Steve Wilhoit at (360) 293-6707.

Respectfully Submitted,

The Anacortes Railway Group

Jan 27th 2021

Ms. Swetnam,

Thank you for sharing the letter received by the City of Anacortes from the Thompson family's attorney demanding the return of the previously donated train equipment to them. It appears to me that the lawyer's letter restates the family's previously stated emotions, outright opinions versus facts and may contain substantial inaccuracies which will have to be challenged at some point. The demand to return the train to the family surely raises questions about time limits for rescission of donations and other realities dealing with charitable donations.

The Anacortes Railway Group realizes this issue has shifted from a City Council item to a legal issue that will fall on your department for review and guidance. We will continue forward with our planning in hopes that the City of Anacortes prevails in the outcome. Please keep us advised of any potential hearings or progress in this matter.

Respectfully,

Dave Sem
Anacortes Railway Group

Jan 29th 2021

Dear Anacortes City Council,

In light of the letter from Elizabeth Carney stating the Thompson Family “are prepared to pursue all means necessary to ensure the Train is returned to the family” I think some or listed facts need clarification.

Per the agreement, The Train has been cared for and safely stored in Anacortes. I viewed the Train last December at the Anacortes Farmers Market along with Museum Director Lunsford. The building was very secure and there was no evidence of any roof leaks or defects to the structure. The doors were securely locked with commercial grade locks and the train was covered with tarps for protection. The Anacortes Railway Group included in our earlier proposal the plans to reroof, add electricity, add climate control and install a sprinkler system. The elements are not an issue to the current building built by Mr. Thompson himself. Mr. Thompson built a sound building that can be used as a foundation for upgrades to make it a display for the train or future artifacts going forward. Our proposal included a clause stating we would insure the train at no cost to the City. As for the risk of vandalism and fire, every building ever built is at risk of vandalism and fire without exception, every building!

Mayor Gere clarified that she indeed had shared her plan for a new venue to display the train at a Council meeting. The building was not completed due to City funding issues. The previous train groups also had a plan they presented to Council with their ideas of creating a display and possibly running the train in Anacortes. Monies have been raised for the care of the Train by various groups. Funds designated for the Train by the previous groups efforts are now available to the Anacortes Railway Group.

The Thompson family’s lawyer’s letter also misconstrues my comments about not moving forward with operating the train in Anacortes. My plans to run the train in Anacortes are totally in line with the family signed 2019 MOA that was approved by the City Council. That MOA is still on record with the City. Some Council members stated they didn’t see the likelihood of an operational train location in Anacortes so I followed up with a letter to the Council stating the Anacortes Railway Group would pursue satisfying the original MOA of 2012 and display the train in Anacortes. I still have great enthusiasm to keep the train here for the people of Anacortes.

The previous train group disbanded after they failed to find a Director/Administrator for operating their nonprofit. While they were functioning, they were in direct communication with the Thompson family, namely Haeden Thompson. Haeden was never a Board member but had expressed an interest in being involved with their project.

The Council vote to reject the sale to Mr. Iwan on October 26th, 2020 did not allow groups or individuals to act in violation of the 2012 document. There was never anything implied or discussed about operating the train in that vote. The Council charged the Mayor to report to

Council within a 6 month window and update them on the local groups progress of a suitable display for the train.

The attorneys letter makes no mention of the new 2019 MOA which the Thompson family approved and signed. This MOA was approved by the City Council on Dec 2, 2019 and has not been revoked or dismissed by the current Council. By the terms of the new agreement between the Thompson family and the City, the Anacortes Railway Group could operate as a potential buyer. We can satisfy all of the requirements set forth in that document to purchase and operate the train at a public venue on Fidalgo Island if the City of Anacortes decides to sell the train.

In conclusion, the demands of the letter are not warranted based on the claims of the Thompson's attorney, the actual facts show the City has not been a bad steward of the families gift of 2012. The train should remain here where Tommy Thompson made so many memories for so many people.

Thank you for your time,
Dave Sem
Anacortes Railway Group

Jan 27th 2021

Ms. Swetnam,

Thank you for sharing the letter received by the City of Anacortes from the Thompson family's attorney demanding the return of the previously donated train equipment to them. It appears to me that the lawyer's letter restates the family's previously stated emotions, outright opinions versus facts and may contain substantial inaccuracies which will have to be challenged at some point. The demand to return the train to the family surely raises questions about time limits for rescission of donations and other realities dealing with charitable donations.

The Anacortes Railway Group realizes this issue has shifted from a City Council item to a legal issue that will fall on your department for review and guidance. We will continue forward with our planning in hopes that the City of Anacortes prevails in the outcome. Please keep us advised of any potential hearings or progress in this matter.

Respectfully,

Dave Sem
Anacortes Railway Group

To: Mayor Laurie Gere and Anacortes City Council Members
From: Tom Thompson, Community member and Museum Foundation Past President
Subject: Historical details on Train pertinent to Council Discussion
Date: February 8, 2021

This letter is an attempt to share some background information on the Tommy Thompson train in light of the recent information regarding the request from the Thompson family to relinquish the train to them. It was stated in a recent newspaper article that the Thompson's indicated that the train is housed in a barn and gave the impression that the train was ill- cared for. Thus, the need to provide some accurate details intended to add to the Council's discussion at the upcoming meeting.

When the City was contacted regarding bringing the train back to Anacortes, the coordination of that was not an easy task. I was President of the Museum Foundation at the time, and responsible for lining up the many pieces involved in bringing the train back. Many do not realize that the train was housed in the basement of a dirty and dark steam plant in Seattle where it sat for thirteen years. The Thompsons had been asked to get it out of there because the plant could no longer house it.

We were not allowed to remove the train during working hours so a convoy of large trucks went on a Sunday evening and worked until the wee hours of the morning to load the train and secure it so it could be brought home safely. Many community volunteers provided trucks, equipment, and valuable time to make this happen. A Seattle company even donated a roll deck truck and an employee to assist. It was a SIGNIFICANT community effort to make this happen, with the goal of having it showcased in the 2012 Fourth of July Parade to bring back the memories of when the train was a huge part of Anacortes' history. Anne Thompson was personally invited to the parade that year to see the train celebrated as it returned to Anacortes. It was a very positive event because so many local residents remembered their train rides as children and could now share it with their children and grandchildren. I have a video of Anne sharing her delight at seeing the train in the parade and "back in Anacortes."

On another note, the Thompsons insisted that we purchase the calliope to accompany the train donation. The Museum Foundation agreed to purchase it for \$4,000. On a separate date, I rented a trailer and with the assistance of a community member, traveled to South Seattle to a storage facility where it was housed and, after a long and arduous trip, was brought to Anacortes. The substantial efforts to bring the train and calliope to Anacortes have been estimated at more than \$24,000 if we had not had the wonderful donations and commitment of the community volunteers.

Originally, I made arrangements with the Port Director to house the train in dry storage at the Port warehouse for approximately a month before moving to the Depot train shed where it has since been housed and well cared for. Over the years, I have worked with volunteers who have painted the train shed, added lighting inside, checked roof for leaks, cleaned gutters and have cleaned and shined up the train on several occasions to keep it in pristine condition. Especially when it was brought out on display several times during the Saturday Farmers Market and other events. As a Museum Foundation President, I had access to the train shed and checked on it continually to ensure that there was no damage due to weather or vandalism.

In addition, when there was hope that it might be operational, the antique machinery group paid to have the boiler certified by Washington State.

Over the years there has been an effort to build a new building to house the train. The Museum Foundation had set aside \$50,000 for this purpose and the Noon Kiwanis Club had committed, in writing, for another \$40,000. I designed a sled with tracks that would help move the train around, if needed, for display. We had the commitment from Dakota Creek to build the sled for us, at their expense. Anacortes Museum Foundation and later, the Anacortes Railway non-profit group, entered into negotiations with the City and the Port on several occasions to try to find a suitable location for a building. Even though it has not come to fruition, it is still a strong desire to have a new building to house the train. However, the current shed, while not ideal, has not in any way damaged the beautiful Thompson train.

Finally, the request to have the train relinquished back to the Thompson family because it has not been housed properly or cared for is entirely inaccurate. I am one of many people in the community who have spent energy and time on ensuring that the train has a future and a purpose here in Anacortes and have personally worked with others to keep it safe and cared for.

When the train was given back to Anacortes, the Thompson Family knew that it belonged here because it was a part of the City's history. I am sorry to hear that they want it back. I merely wanted to share some factual information regarding the history of the train donation and refute any claims that it has not been cared for. This significant investment on behalf of many, to rescue and save the train, at no expense to the Thompson Family or the City of Anacortes was never done with the intent of later relinquishing it. The train donation was a benefit to the Thompson family in their tax write off and the payment for the calliope which they received immediately. In your future Council discussion, I ask that you consider this information and the funds that will need to be returned to the Museum Foundation for the calliope and to those that gave of their time and equipment for this joint effort should a decision be made to return the train. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Tom Thompson".

Tom Thompson (no relation to "Tommy Thompson")

From: Cynthia Richardson <richrson@cnw.com>

Sent: Tuesday, January 26, 2021 11:44 AM

To: City Council <citycouncil@cityofanacortes.org>; Gere, Laurie <laurieg@cityofanacortes.org>; Lunsford, Bret <bretl@cityofanacortes.org>; Lunsford, Jonn <JonnL@cityofanacortes.org>; 'dave sem' <dave.sem@outlook.com>; Swetnam, Darcy <darcys@cityofanacortes.org>

Cc: 'Brooks Middleton' <brooks@brooksmiddletonarchitect.com>; 'Tom Thompson' <tnt30@comcast.net>; Frank Orr <steamboat59@outlook.com>; Dean Maxwell <magg21@frontier.com>; 'Ian Munce' <ianmunce@gmail.com>; Hunt, Marcia <MarciaH@cityofanacortes.org>; JACK <JACYN@CNW.COM>

Subject: RE: Thomas G. Thompson Train

Councilmembers.

I am sorry to hear that the Thompson family is demanding that Tommy's train be returned to them before the local train group has had a fair opportunity to present their plan and put it into action. During this difficult year, when the covid restrictions have precluded people getting together for normal planning and fundraising activities, it seems appropriate for the City Council to give the local group extra leeway in firming up their plans, rather than knuckling under to a demand to return the train to the donor by a date of their choice.

The message below that I sent to Council last fall effectively counters most of the various arguments made by Anne's attorney's recent letter. The attorney makes several claims that are not supported by the facts:

- There is nothing in the original agreement that gives Anne or their children control or veto power over what the city does with the train.
- There nothing in the original agreement that says that the static display must be in a *new* building completed by a certain date, or that fundraising must be completed by a certain date. It is untrue that "no funds have been raised".
- There nothing in the original agreement that says that the train has to be continuously available to the public (i.e. pulling it out from time to time for the public could meet the display requirement).
- There nothing in the original agreement that says the building must be fireproof and vandalproof. The existing shed is clean and dry and locked. It was also built by Tommy himself, so it's an appropriate venue.

- There nothing in the original agreement that says that the train must NOT be made operational again. Just because something is not mentioned in an agreement does not mean that it is prohibited.
- There nothing in the original agreement that says that no "unauthorized persons" should run it - what is an authorized person anyhow and who decides what the qualifications are?
- The second agreement clearly supports the idea that the train would operate as a tourist attraction again, so it is disingenuous for the family to claim that running it in Anacortes is precluded simply because that was not addressed in the first agreement.
- As Headen Thompson said in his letter, "Our family's only wish is to see this train run again, and inspire and delight future generations to the awesome power and beauty of steam railroads that my father saw." and "Our father's true vision and wish for the Anacortes Railway was to be cared for, maintained, and operated in the ways that were so important to him."

I can't help wondering what the family plans to do with the train if and when they get it back. They tried for 13 years to find another place for it before they gifted it to Anacortes. Without knowing the actual facts, one can't help wondering whether someone wants the train and thinks it's unlikely that the City will sell it to them, so they are looking for a way for the family to get it back so they can purchase it from the family.

I continue to think that the best path forward would be for the City to retain ownership of the train and designate it as part of the museum's permanent collection, so that over the coming decades the train will not be lost to the citizens. Then the City can execute well-written agreements with a volunteer group who is willing to carry out the tasks of maintaining, housing, and potentially operating the train. And as volunteers come and go over time, we'll still have the train and the ability to modify the agreements to meet future needs.

The Council made the right decision last year to keep the train in Anacortes and work with local folks to preserve (and hopefully run) it. Don't let a letter from a lawyer bully you into changing that decision.

Cynthia Richardson

From: Cynthia Richardson

Sent: Tuesday, September 15, 2020 2:00 PM

To: 'City Council' <citycouncil@cityofanacortes.org>; Laurie Gere <laurieg@cityofanacortes.org>; 'Lunsford, Bret' <bretl@cityofanacortes.org>; 'Jonn Lunsford' <jonn1@cityofanacortes.org>

Cc: 'Brooks Middleton' <brooks@brooksmiddletonarchitect.com>; 'Tom Thompson' <tnt30@comcast.net>; Frank Orr <steamboat59@outlook.com>; Dean Maxwell <magg21@frontier.com>; 'Ian Munce' <ianmunce@gmail.com>; 'Hunt, Marcia' <MarciaH@cityofanacortes.org>

Subject: Thomas G. Thompson Train

Councilmembers:

Following up on last week's Council discussion regarding Tommy Thompson's train, I would like to respond to the issue of whether or not the City is somehow in default of the terms of the 2012 agreement, thus making it void.

Let's look at each of the terms of the agreement:

Anne Thompson agreed to

- "... transfer complete ownership ... to the City of Anacortes by way of donation."

There is nothing indicating that this is a provisional transfer, or that the donor retains any rights pertaining to the future ownership or use of the train.

The City agreed to

- Care for and safely store the train in Anacortes

Has this been done? Yes. The train has been cared for by volunteers and safely stored by the City.

- Make efforts to raise funds for an eventual display structure

Has this been done? Yes. Several groups of volunteers have made efforts toward an eventual display structure. Conceptual plans have been created

ranging from a simple glass enclosure, to a building displaying both the train and the antique fire engine, to a larger building highlighting transportation history and including a repair shop and meeting rooms.

The fact that these efforts have not yet resulted in a building is not evidence of default, since the agreement does not include a requirement that a structure must be built, nor a time by which that must occur. Future efforts may result in a building, but that is not a condition of the agreement.

- Pay for moving the train

Has this been done? Yes.

- Establish a static display for the enjoyment of the community

Has this been done? Yes. The train shed has been open periodically during the summer, typically during the Farmers Market, for people to see and touch the train, with volunteers on hand to explain the history and operation of the train for visitors.

There is no requirement in the agreement for the specific nature of the static display nor when it should be open to the public.

Thus, based on the actual wording of the 2012 agreement, there is no basis to assume that the City is in default of the terms of the agreement. Nor is there any reason to conclude that the donor retains the right to direct the City what to do with the train in the future.

The 2012 agreement makes no statement about whether or not the City has the right to sell the train in the future. A reasonable assumption would be that, similar to other items donated to the museum, the City could sell any item if there are no provisions to the contrary.

The subsequent 2019 agreement clarifies that Anne Thompson agrees that "The City may consider proposals to sell the Train ..." if certain conditions are met by a purchaser. (Interestingly, those conditions do not include any time limit for meeting the requirements, nor any limitation on the purchaser being allowed to sell

the train to someone else, nor any provision for returning the train to Anacortes if the conditions are not met.)

The 2019 agreement does not specify that only one purchaser should be considered, nor how a fair value for the train should be determined, nor that Anne Thompson or her family members retain the right to approve or disapprove the purchaser or any of the terms of the sale. Thus, based on the text of the agreement it is up to the City to determine how whether or not to sell the train, to whom to sell the train, and whether the conditions are being met.

The 2012 agreement also makes no statement about whether or not the City has the right to operate the train in the future. It is certainly possible that the City could meet the contractual requirement for a static display, AND also allow the train to be operated by a local group - without selling it. *This could be the best solution of all.*

Local volunteers, including the Museum Foundation, put considerable time and money into getting the train returned to Anacortes with the hope that it could eventually run here again. That time and money investment will be lost if it is sold to an out-of-town purchaser, but local volunteers have the potential to eventually achieve the goal of building a place for the static display and getting the train running again for all to enjoy.

In summary:

- There is no requirement nor need to sell the train to anyone.
- There is no contractual prohibition on running the train in Anacortes, without selling it.
- The Thompson family has stated in writing that having the train running would be consistent with their wishes and the preferences of Thomas G. Thompson.
- A local group is working hard to make that happen.
- There is considerable local sentiment for keeping this icon of our town's history here in Anacortes.
- Even if it takes a few more years to make this happen, keeping the train and getting it running again will be good for the City in the long run - but selling it will do nothing for Anacortes' history or future.

Again, I urge you to take no action on the sale of this City property, whose value to our community far exceeds the sum being offered for its purchase. Let it remain a static display, open from time to time to the public, until such time as a viable plan is forthcoming. It costs nothing to wait.

Cynthia Richardson
315 V Ave.
Anacortes, WA 98221



City Council Agenda Bill

Meeting Date: February 22, 2021 **Agenda Item:** 6.b.

Agenda Item Title: Commercial Avenue Complete Streets Project Phase 1 - 11th Street to 13th Street Alternatives

Staff Contact(s): FRED BUCKENMEYER, TIM HOHMANN

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIM HOHMANN	Discussion
NICOLE TESCH	

Item Summary:

During the February 1, 2021 City Council Meeting the design team presented [background information](#), results of the [virtual open house](#), traffic analysis, and intersection control evaluation for the intersection control of the 12th and Commercial intersection to be designed as a part of the proposed Commercial Avenue Complete Streets Project Phase 1. During that discussion Council asked for additional analysis of the intersection and surrounding intersections of the impacts resulting from the theoretical closing of the Safeway entrance at the 12th and Commercial intersection. The project team will present the results of this additional traffic modeling and allow Council to continue the discussion of the intersection control.

The following items are include for review:

1. Memo from TSI dated Feb. 10, 2021 detailing the additional traffic analysis of the options for the Safeway entrance
2. Original project traffic report from TSI dated April, 14, 2020

At the prior meeting the Council members indicated general approval of moving forward to preliminary design with the roundabout option as the preferred alternative. The project team would like Council endorsement of a preferred alternative before moving the project to the preliminary design phase and expending resources for continuing evaluation of the alternative selected.

Budget Impact:

Amount Budgeted	\$500,000 - 2021 \$3,000,000 - 2022 per CFP
Budget Account (BARS)	105.720.595.30.63
Proposed Expenditure	\$ 0
Budget Amendment Required?	No
Revenue Source	WSDOT & Transportation Improvements Board (TIB) Grants

Selection of a preferred alternative does not propose any new project expenditure or any budget amendment.

Previous Action: Approval of [South Commercial Corridor Plan](#)
Approval of Consultant [Contract](#), [Mod 1](#) and [Mod 2](#)

Recommended Motion: I move to endorse the roundabout option as the preferred alternative for the intersection control of the 12th and Commercial intersection and to support the Public Works Department beginning preliminary design of the preferred option.

Alternative Actions: Selection of a different option for the preferred option for the intersection control of the 12th and Commercial intersection.

Attachments (listed in order presented):

1. Safeway Access Evaluation Memo from TSI
2. Commercial Ave-12th St Traffic Analysis Summary - 4-14-20

February 10, 2021

TO: Brandon L. Gonzalez, AICP, Alta Planning + Design, Inc. | Alta Global Operations

FROM: Andrew Bratlien, PE, Transportation Solutions, Inc.

SUBJECT: Safeway Access Evaluation
Supplement to Commercial Ave and 12th Street Traffic Analysis

This memorandum summarizes the traffic operations impacts of a closure of the Safeway supermarket driveway located at the intersection of Commercial Ave and 12th Street in Anacortes, Washington.

BACKGROUND INFORMATION

This analysis is part of the *Commercial Avenue Corridor Plan Phase 1 - 11th Street to 13th Street* improvement project, from the City of Anacortes' Six Year Transportation Improvement Program (TIP) from 2019 to 2024. This supplement to the memorandum "Commercial Ave and 12th Street Traffic Analysis Summary," dated April 14, 2020, focuses on operations related to the Safeway supermarket driveway which constitutes the east leg of the study intersection. Following a request from Anacortes City Council on February 1, 2021, the following impacts were evaluated for the 2040 PM peak hour of travel:

- Commercial Ave & 12th St LOS & queue before and after access closure
- Commercial Ave & 11th St LOS & queue before and after access closure
- Supermarket on-site queuing

SAFEWAY ACCESS CLOSURE

Traffic Redistribution

Traffic counts collected during the afternoon peak hour of travel on Wednesday, February 19, 2020 indicated a total of 120 vehicles entering and 125 vehicles exiting the Commercial Ave & 12th St access. Based on travel demand growth in the surrounding area, demand is forecast to increase to 140 vehicles entering and 138 vehicles exiting by 2040. The traffic volume forecasting methodology is described in the April 14, 2020 memo.

To model the access closure, PM peak hour trips at the closed access were manually reassigned to the 11th Street and 13th Street accesses. The 13th Street accesses was assumed to be used by half of vehicles which were previously entering from and exiting to the south on Commercial Ave. The remaining trips were reassigned to the 11th Street access on the north end of the supermarket site.

A total of 200 PM peak hour trips were added to the Commercial Ave & 11th St intersection as a result of the traffic redistribution. The operational impacts of this redistribution are described later in this memo.

Intersection Operations

Intersection LOS, delay, v/c and queue results are summarized in **Table 1**.

Table 1: 2040 PM Peak Hour Operations

Lane Group	No Action				Narrowing Commercial				Narrowing Commercial + Close Supermarket Access			
	LOS	Delay ¹	v/c	95 th % Queue ²	LOS	Delay ¹	v/c	95 th % Queue ²	LOS	Delay ¹	v/c	95 th % Queue ²
Commercial Avenue & 12 th Street												
EB Left-Thru	D	36.5	0.64	5.7	D	39.9	0.68	6.4	D	43.2	0.70	6.6
EB Right	B	18.0	0.40	5.5	B	14.4	0.35	4.7	C	21.4	0.43	0.1
WB Left	D	36.5	0.22	1.2	E	56.9	0.83	7.0	-	-	-	-
WB Thru-Right	D	46.0	0.77	4.9					-	-	-	-
NB Left	C	26.1	0.86	11.9	D	44.2	0.94	14.3	D	37.4	0.93	17.7
NB Thru	B	13.4	0.23	3.2	B	10.4	0.38	5.6	A	4.2	0.24	2.7
NB Thru-Right	B	13.5	0.23	3.3					A	4.2	0.24	2.7
SB Left	C	25.2	0.04	0.4	B	18.5	0.03	0.3	C	34.1	0.89	18.5
SB Thru	C	33.1	0.66	7.9	D	43.6	0.90	15.8				
SB Thru-Right	C	33.7	0.68	7.8								
Overall	C	27.0	-	-	C	34.7	-	-	C	29.3	-	-
Commercial Avenue & 11 th Street												
EB	B	14.3	0.16	0.6	B	14.3	0.16	0.6	C	15.6	0.18	0.6
WB	D	28.2	0.52	2.8	D	29.9	0.53	2.9	F	169.3	1.21	14.2
NB Left	A	8.1	0.03	0.1	A	8.1	0.03	0.1	A	8.1	0.03	0.1
NB Thru-Right	A	0	-	-	A	0	-	-	A	0	-	-
SB Left	A	8.1	0.04	0.1	A	8.1	0.04	0.1	A	8.3	0.05	0.2
SB Thru-Right	A	0	-	-	A	0	-	-	A	0	-	-
Overall	D	28.2	-	-	D	29.9	-	-	F	169.3	-	-
1. Expressed as seconds of vehicle delay 2. Expressed as vehicles per lane												

In the Narrowing Commercial condition, the intersection of Commercial Ave & 12th St will operate at LOS C, satisfying City of Anacortes and WSDOT minimum LOS standards. Both the northbound left turn and southbound shared through-right turn lanes will operate near capacity, at v/c ratios greater than 0.85. Northbound left-turn 95th percentile queue will extend 14.3 vehicles and through 13th Street. Southbound 95th percentile queue will extend 15.8 vehicles, impacting 11th Street during the PM peak hour.

Overall intersection delay will decrease by 5.4 sec/veh with the closure of the supermarket access at Commercial Ave & 12th Street. The intersection will continue to operate at LOS C with slightly higher delay than the No Action scenario. The northbound left-turn and southbound lanes will continue to operate near capacity with v/c ratios greater than 0.85, indicating a limited ability to serve future growth. Northbound left-turn 95th percentile queue will increase by 3.4 vehicles (85 feet) relative to the Narrowing Commercial scenario, continuing to interrupt operations at 13th Street. Southbound 95th percentile queue will reach 18.5 vehicles, continuing to interrupt operations at 11th Street.

The increased demand at Commercial Ave & 11th St related to the supermarket access closure will significantly impact intersection operations, causing LOS F with over 169 seconds of delay per vehicle on the westbound

approach. Westbound 95th percentile queue will extend over 14 vehicles, impacting supermarket egress and possibly extending to Q Ave. All-way stop control would improve overall intersection LOS but would create northbound approach queues which may impact operations at 12th Street to the south.

ON-SITE QUEUING

City Councilmembers have reported that vehicle queues from the supermarket parking lot sometimes extend into the Commercial Ave & 12th St intersection, impacting traffic operations. A review of existing on-site circulation indicates several vehicle and pedestrian conflict points near the site entrance which may contribute to on-site queuing. One major contributing factor to on-site stacking is the stop bar located approximately 100 feet east of the study intersection, indicated in **Figure 1**. Vehicles stopped at this location may be required to wait for pedestrians crossing the circulating lane. Some drivers may also choose to pick-up/drop-off passengers at this location.



Figure 1. On-Site Stop Bar Location

The existing traffic signal control at Commercial Ave & 12th St sends platoons of closely spaced vehicles into the site during green signal phases. On-site queuing likely peaks during these brief demand surges.

Roundabout control is expected to mitigate the effects of demand surges by allowing vehicles to move freely through the intersection as demand allows. Depending on final roundabout location and design, a new roundabout may reduce on-site queue storage capacity.

The impacts of on-site queuing to roundabout operations were analyzed using a Poisson-based queuing probability analysis. The analysis was based on the following assumptions.

- Arrival rate of 140 vehicles per hour
- Arrivals follow a Poisson distribution
- Average stopped time of 20 seconds at the on-site stop bar

The Poisson-based arrival assumption is appropriate for vehicles exiting a roundabout. Traffic signal control at the study intersection is likely to create longer peak on-site queues due to the platooning effect described above.

An average stopped time of 20 seconds was chosen as a conservative estimate of the time required for each vehicle to wait for pedestrian crossings or pick-up/drop-off operations.

The analysis results are summarized in **Table 2**.

Table 2. PM Peak Hour On-Site Queueing Analysis*

Queued Vehicles	Incremental Probability (%)	Cumulative Probability (%)	Duration of Peak Hr (min)
0	45.9%	45.9%	27.6
1	35.7%	81.7%	21.4
2	13.9%	95.6%	8.3
3	3.6%	99.2%	2.2
4+	0.8%	100%	0.5

Assumes Poisson arrival distribution and 20-second service rate

The queueing analysis indicates that the 100-foot queue storage is not likely to be exceeded for more than 30 seconds out of the PM peak hour. Based on this analysis, roundabout operations will not be significantly impacted by on-site queueing.

Final queue storage capacity will depend upon the roundabout location and design, as well as any on-site circulation changes. If on-site queueing remains a concern, it is recommended that the City work with the site owner to identify possible on-site circulation improvements to mitigate impacts to the public street network.

FINDINGS

A closure of the supermarket access will result in the following:

- Commercial Ave & 12th St:
 - Overall 5.4 second/vehicle delay reduction
 - Increased northbound and southbound 95th percentile queue
- Commercial Ave & 11th St:
 - Increased volume resulting from supermarket demand redistribution
 - Increased delay, resulting in LOS F with over 169 sec/veh westbound delay
 - Increased westbound queueing, impacting supermarket parking lot and Q Ave
 - All-way stop control will mitigate westbound delay but may cause northbound queues to interrupt the 12th Street intersection during the PM peak hour.

RECOMMENDATIONS

- The supermarket access closure is not recommended.
- Supermarket on-site queuing should be considered during the roundabout design process.
- The City may work with the supermarket property owner to identify possible on-site circulation improvements to mitigate queuing impacts to the public street network.

Attachment 1: Intersection LOS Reports

HCM 6th TWSC
1: Commercial Ave & 11th St

02/10/2021

Intersection

Int Delay, s/veh 42.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	21	45	155	64	52	33	234	135	53	320	7
Future Vol, veh/h	1	21	45	155	64	52	33	234	135	53	320	7
Conflicting Peds, #/hr	4	0	0	0	0	4	3	0	15	15	0	3
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	1	1	1	1	1	1	0	0	0
Mvmt Flow	1	23	49	168	70	57	36	254	147	58	348	8

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	938	959	355	919	890	347	359	0	0	416	0	0
Stage 1	471	471	-	415	415	-	-	-	-	-	-	-
Stage 2	467	488	-	504	475	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.11	6.51	6.21	4.11	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.11	5.51	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.11	5.51	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.509	4.009	3.309	2.209	-	-	2.2	-	-
Pot Cap-1 Maneuver	247	259	693	253	283	698	1205	-	-	1154	-	-
Stage 1	577	563	-	617	594	-	-	-	-	-	-	-
Stage 2	580	553	-	552	559	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	164	230	691	198	251	687	1202	-	-	1140	-	-
Mov Cap-2 Maneuver	164	230	-	198	251	-	-	-	-	-	-	-
Stage 1	553	526	-	586	564	-	-	-	-	-	-	-
Stage 2	447	525	-	460	523	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	15.6	169.3	0.7	1.2
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1202	-	-	412 243	1140	-	-
HCM Lane V/C Ratio	0.03	-	-	0.177 1.212	0.051	-	-
HCM Control Delay (s)	8.1	0	-	15.6 169.3	8.3	0	-
HCM Lane LOS	A	A	-	C F	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6 14.2	0.2	-	-

HCM 6th Signalized Intersection Summary

13: Commercial Ave & 12th St

02/10/2021



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	144	205	433	258	308	212
Future Volume (veh/h)	144	205	433	258	308	212
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1563	1563	1563	1563	1563	1563
Adj Flow Rate, veh/h	155	220	466	277	331	228
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	1	1	1	1	1	1
Cap, veh/h	221	517	499	1147	374	257
Arrive On Green	0.15	0.15	0.24	0.73	0.43	0.43
Sat Flow, veh/h	1488	1324	1488	1563	862	593
Grp Volume(v), veh/h	155	220	466	277	0	559
Grp Sat Flow(s),veh/h/ln	1488	1324	1488	1563	0	1455
Q Serve(g_s), s	9.3	11.4	19.7	5.4	0.0	33.1
Cycle Q Clear(g_c), s	9.3	11.4	19.7	5.4	0.0	33.1
Prop In Lane	1.00	1.00	1.00			0.41
Lane Grp Cap(c), veh/h	221	517	499	1147	0	631
V/C Ratio(X)	0.70	0.43	0.93	0.24	0.00	0.89
Avail Cap(c_a), veh/h	284	573	702	1602	0	855
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	37.9	20.9	22.5	4.0	0.0	24.4
Incr Delay (d2), s/veh	5.3	0.6	14.9	0.2	0.0	9.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.6	0.1	17.7	2.7	0.0	18.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	43.2	21.4	37.4	4.2	0.0	34.1
LnGrp LOS	D	C	D	A	A	C
Approach Vol, veh/h	375			743	559	
Approach Delay, s/veh	30.4			25.0	34.1	
Approach LOS	C			C	C	
Timer - Assigned Phs	2		4		5	6
Phs Duration (G+Y+Rc), s	74.3		19.4		28.2	46.1
Change Period (Y+Rc), s	5.5		5.5		5.5	5.5
Max Green Setting (Gmax), s	96.1		17.9		35.5	55.1
Max Q Clear Time (g_c+l1), s	7.4		13.4		21.7	35.1
Green Ext Time (p_c), s	2.9		0.5		1.0	5.5
Intersection Summary						
HCM 6th Ctrl Delay			29.3			
HCM 6th LOS			C			

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April 14, 2020

TO: Steve Durrant, Alta Planning + Design, Inc. | Alta Global Operations
FROM: Andrew Bratlien, PE, TSI
SUBJECT: Commercial Ave and 12th Street Traffic Analysis Summary

This memorandum summarizes the technical analysis of a future traffic control improvement at the intersection of Commercial Ave and 12th Street in Anacortes, Washington. The document is organized as follows:

Project Description	1
Existing Conditions	2
Traffic Volumes.....	2
Performance Measures	3
Intersection Operations.....	3
Crash History	4
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PROJECT DESCRIPTION

This analysis is part of the *Commercial Avenue Corridor Plan Phase 1 - 11th Street to 13th Street* improvement project, from the City of Anacortes' Six Year Transportation Improvement Program (TIP) from 2019 to 2024.

This memorandum focuses on the improvement recommendations at Commercial Ave and 12th Street. Improvement options evaluated include: no action; narrowing Commercial Ave with lane channelization and signal timing improvements; and single-lane roundabout. These findings will be incorporated into an Intersection Control Evaluation (ICE) consistent with current Washington State Department of Transportation (WSDOT) guidelines.

Figure 1 provides an aerial of the existing signalized intersection.

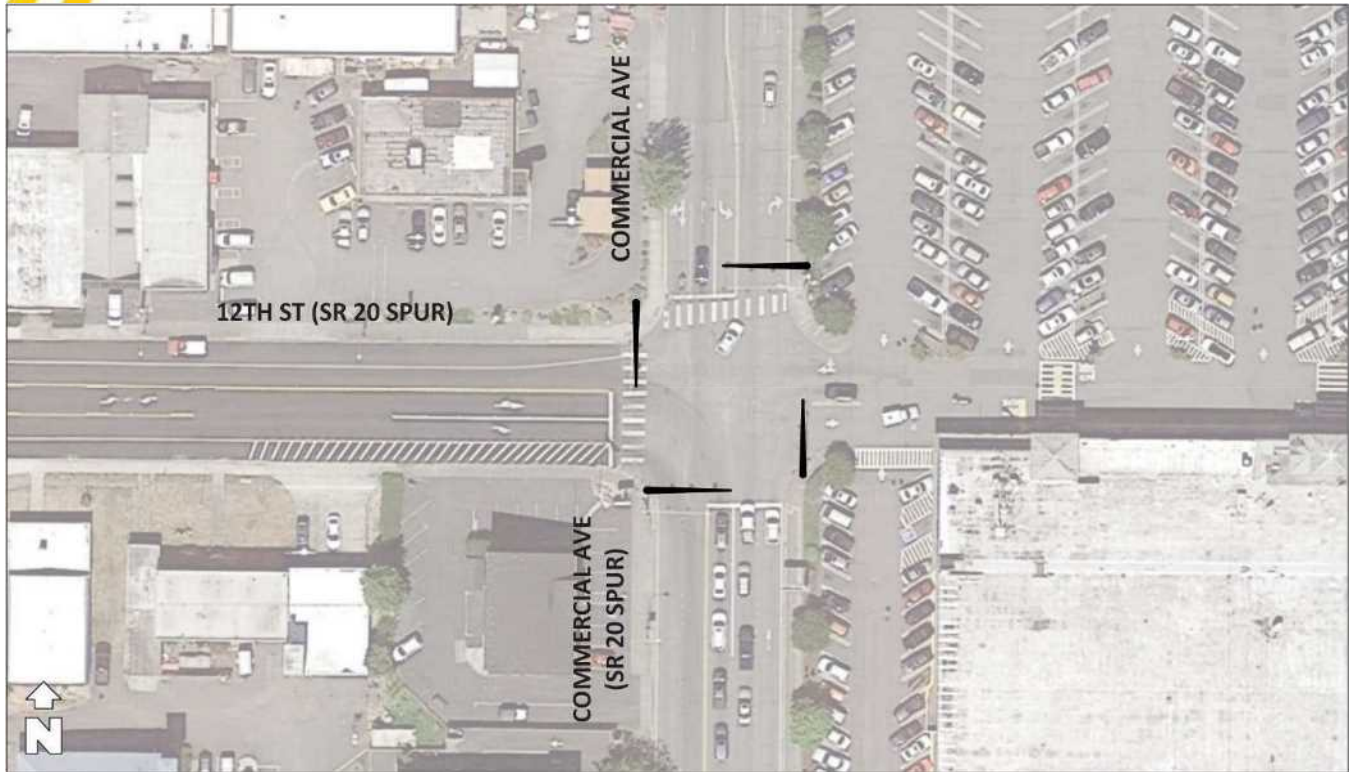


Figure 1: Commercial Avenue and 12th Street Existing Intersection

EXISTING CONDITIONS

This section describes the existing intersection and its immediate vicinity.

- SR 20 Spur is classified as a Principal Arterial in the City of Anacortes between the Washington State Ferry Terminal and Sharpes Corner roundabout. The corridor includes 12th St (west of Commercial Ave) and Commercial Ave (south of 12th St).
- Commercial Ave is classified as a Principal Arterial south of 12th St and as a Collector Arterial north of 12th St in Downtown Anacortes. The roadway is five lanes wide between 11th St and 13th St and the posted speed is 30 mph.
- 12th Street is classified as a Principal Arterial to the west of Commercial Ave. The roadway is three lanes wide with wide shoulders between O Ave and Commercial Ave. Posted speed is 30 mph. The east side of the Commercial Ave and 12th Street intersection includes a driveway for Safeway.

Traffic Volumes

Afternoon (PM) peak period intersection turning movement volumes were collected at Commercial Ave and 12th Street from 4-6 PM on Wednesday, February 19, 2020 by Idax Data Solutions. Peak period counts were reviewed to identify the PM peak hour, defined as the highest four consecutive 15-minute traffic volume intervals between 4:00 PM and 6:00 PM. This period typically represents the time when traffic volume on the local roadways are at their highest. In the City of Anacortes, the peak hour period includes ferry traffic. **Figure 2** illustrates the PM peak hour intersection turning movement volumes.

Existing signal phasing and timing settings were provided by WSDOT.



Figure 2: Commercial Avenue and 12th Street Existing 2020 PM Peak Hour Volume

Performance Measures

The following performance thresholds were evaluated:

- **Level of Service (LOS):** maintain LOS “D”.
- **Volume-to-Capacity (v/c):** maintain acritical approach volume-to-capacity ratio of 0.85 or less.
- **Queue:** Minimize queue impacts to adjacent intersections and driveways.
- **Safety:** Maintain safety for both motorized and non-motorized users.
- **Freight Access:** Maintain freight access and turning movements at Commercial Ave and 12th Street.

Intersection Operations

Level of Service is a qualitative measure of a roadway or intersection’s performance. Levels of service are expressed as a letter grades from “A”, minimal delays, to “F”, high delays and gridlock. The City of Anacortes Transportation Plan defines City’s LOS standard as “D” on principal arterial roadways and on streets in the Central Business District (CBD) and “C” on all other streets. The WSDOT designates SR20 as a Highway of Statewide Significance with a LOS standard of “D”, consistent with the City of Anacortes’ LOS standard.

Signalized intersection delay, LOS, and v/c ratios were calculated in Synchro 10 software using the HCM 6 methodology. Roundabout delay, LOS, and v/c ratios were calculated in Sidra Intersection 8 software using the input parameters consistent with the October 2019 WSDOT “Sidra Policy Settings” document.

The v/c ratio measures the capacity of a roadway or intersection, with a v/c ratio of 1.00 or greater indicating overcapacity. For this analysis the v/c ratio was evaluated for individual movements. Specifically, WSDOT recommends v/c ratios of 0.85 or less for roundabouts.

Queuing measures the number or length of vehicles stacking at an intersection. This study reports the 95th-percentile vehicle queues, which are a statistical calculation that represents to highest queues observed in 3-minutes during the peak hour period. The 95th-percentile queues are not typically observed; however, these queue are typically used for the design of intersection storage lanes.

Table 1 summarizes the existing intersection LOS, delay, v/c and queuing.

Table 1: Commercial Ave and 12th Street Existing LOS

Lane Group	LOS	Delay ¹	v/c	95 th Queue ²
EB Left-Thru	C	29.9	0.58	4.1
EB Right	B	16.3	0.39	4.1
WB Left	C	30.7	0.21	0.9
WB Thru-Right	D	38.9	0.74	3.6
NB Left	B	16.4	0.73	7.7
NB Thru	B	12.9	0.21	2.3
NB Thru-Right	B	13.0	0.22	2.3
SB Left	C	21.9	0.03	0.3
SB Thru	C	27.5	0.57	5.1
SB Thru-Right	C	28.0	0.60	5.1
Overall	C	21.7	-	-

1. Expressed as seconds of vehicle delay
2. Expressed as vehicles per lane

Commercial Ave and 12th Street current satisfies the LOS and v/c performance thresholds.

- On 12th Street, there is about 305 feet of available storage between Commercial Ave and O Ave.
- On Commercial Ave, there is about 215 feet of available storage between 12th Street and 11th Street.
- On Commercial Ave, there is about 215 feet of available storage between 12th Street and 13th Street.
- For reference, 1 vehicle in the queue represents between 20 and 25 feet of pavement length.

The northbound left turn 95th percentile queue currently extends into the 13th Street intersection.

Crash History

A crash history at Commercial Ave at 12th Street was compiled from WSDOT records between November 15, 2014 and November 14, 2019. **Table 2** summarizes the crash trends.

Table 2: Commercial Ave and 12th Street Crash History

Date Range	Pedestrian	Entering at Angle	One Left-One Thru	One Left-One Right	Signal Pole	Rear End	Total
11/15/2014-11/14/2015	0	2	1	0	0	1	4
11/15/2015-11/14/2016	0	0	1	0	0	0	1
11/15/2016-11/14/2017	1	0	0	0	0	0	1
11/15/2017-11/14/2018	0	0	0	0	1	0	1
11/15/2018-11/14/2019	0	1	2	1	0	0	4
Five-Year Total	1	3	4	1	1	1	11

Of the of the 11 crashes reported in the five-year period, 73 percent resulted in property damage only. One fatality was reported in 2017, with a vehicle making a left turn striking a pedestrian. The crash report indicated that the pedestrian was under the influence of drugs at the time of the collision.

The intersection crash rate is computed as:

$$\frac{(11 \text{ total crashes}) \times (10^6)}{(5 \text{ years}) \times (365 \text{ days/year}) \times (14,000 \text{ ADT})} = 0.43 \text{ crashes per million entering vehicles}$$

For the crash rate the average daily traffic (ADT) volume is estimated from the PM peak hour intersection volume. Typically, intersection crash rates greater than 1.00 are considered high accident locations. The crash rate at Commercial Ave and 12th Street is computed as 0.43 crashes per million entering vehicles. Commercial Ave and 12th Street is not considered a high accident location.

FUTURE CONDITIONS

Traffic Volumes

Year 2040 traffic volume forecasts were calculated based on the Anacortes citywide travel demand model, which represents the technical basis for the Transportation Element. The travel demand model incorporates current land use goals and policies as well as Skagit Council of Governments (SCOG) regional growth forecasts. Travel demand model turning movement volume forecasts were extrapolated from the Comprehensive Plan's 2036 horizon to represent a 2040 forecasting horizon. PM peak hour intersection volumes are expected to increase by approximately 18 percent by 2040. **Figure 3** illustrates the 2040 PM peak hour intersection turning movement volumes.



Figure 3: Commercial Avenue and 12th Street Existing 2040 PM Peak Hour Volume

Improvement Options

This analysis considered the following three 2040 intersection configurations: No Action, Narrowing Commercial, and Single-Lane Roundabout. Improvement alternatives are summarized below.

- **No Action** maintains the existing intersection configuration.
- **Narrowing Commercial** reduces Commercial Ave to a three-lane cross-section from a five-lane cross-section through the intersection and reduces the westbound approach from the Safeway driveway to one lane. Signal timings were optimized while retaining WSDOT recommended pedestrian minimum timings. **Figure 4** illustrates the proposed condition.
- **Single-Lane Roundabout** replaces the existing traffic control signal with a single-lane roundabout. **Figure 5** illustrates the proposed condition.

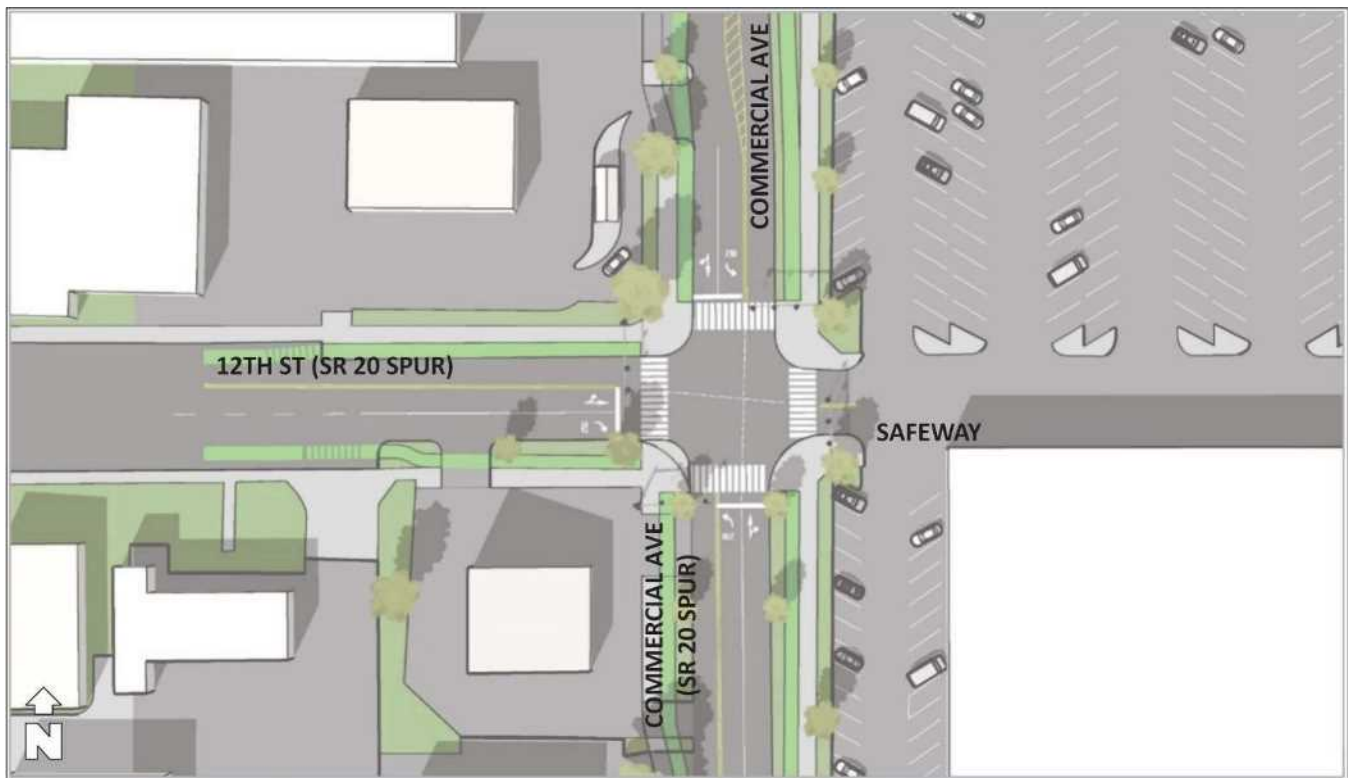


Figure 4: Commercial Avenue and 12th Street Narrowing Commercial Improvement

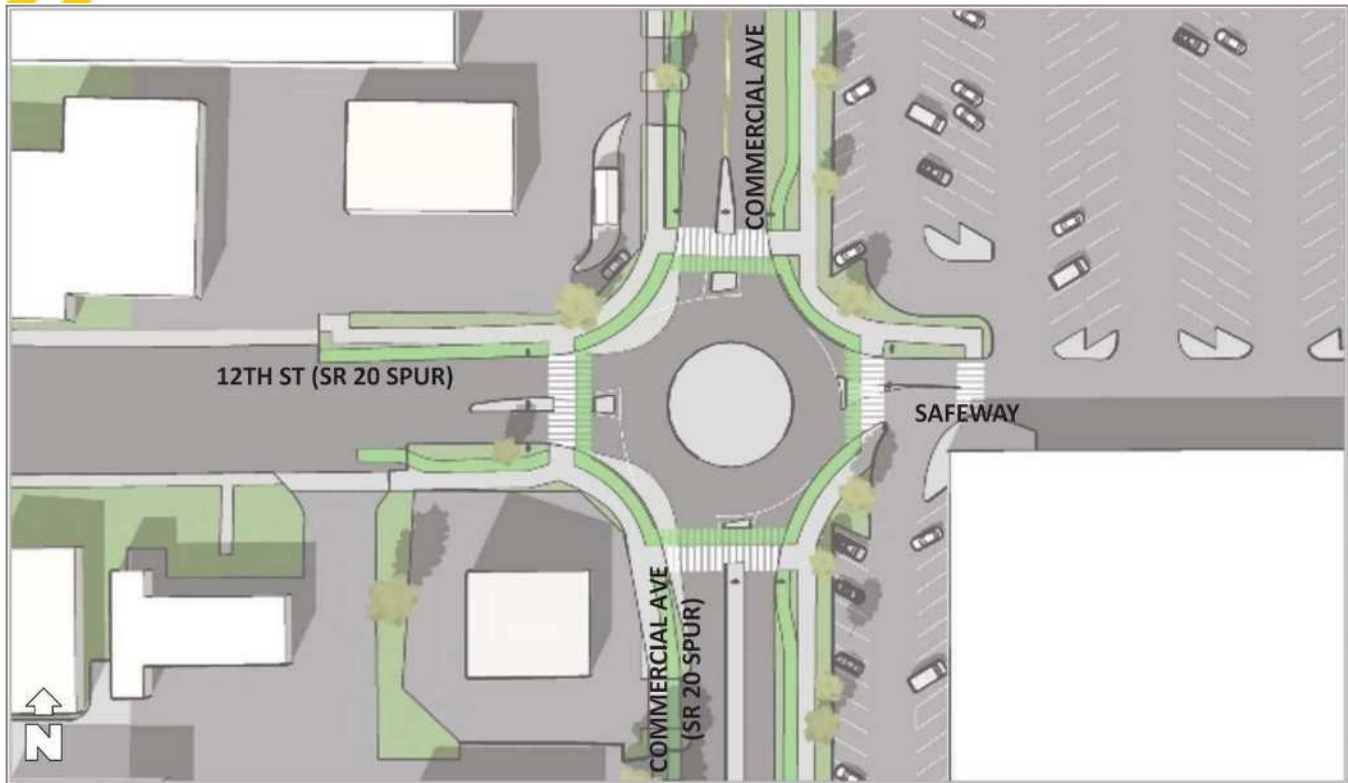


Figure 5: Commercial Avenue and 12th Street Single-Lane Roundabout Improvement

Intersection Operations

Table 3 compares the future intersection LOS, delay, v/c and queuing.

Table 3: Commercial Ave and 12th Street 2040 Future LOS

Lane Group	No Action				Narrowing Commercial				Single-Lane Roundabout			
	LOS	Delay ¹	v/c	95 th % Queue ²	LOS	Delay ¹	v/c	95 th % Queue ²	LOS	Delay ¹	v/c	95 th % Queue ²
EB Left-Thru	D	36.5	0.64	5.7	D	39.9	0.68	6.4	A	7.7	0.38	2.5
EB Right	B	18.0	0.40	5.5	B	14.4	0.35	4.7				
WB Left	D	36.5	0.22	1.2	D	42.9	0.83	7.0	A	7.9	0.22	1.4
WB Thru-Right	D	46.0	0.77	4.9								
NB Left	C	26.1	0.86	11.9	D	44.2	0.94	14.3				
NB Thru	B	13.4	0.23	3.2	B	10.4	0.38	5.6	B	12.4	0.67	6.4
NB Thru-Right	B	13.5	0.23	3.3								
SB Left	C	25.2	0.04	0.4	B	18.5	0.03	0.3				
SB Thru	C	33.1	0.66	7.9	D	43.6	0.90	15.8	B	12.1	0.55	5.1
SB Thru-Right	C	33.7	0.68	7.8								
Overall	C	27.0	-	-	C	34.7	-	-	B	11.0	-	-

1. Expressed as seconds of vehicle delay

2. Expressed as vehicles per lane

In the No Action condition, the intersection will operate at LOS C, satisfying City of Anacortes and WSDOT minimum LOS standards. The northbound left turn v/c ratio is 0.86 and is the only movement expected to exceed the 0.85 v/c ratio threshold. The northbound left turn 95th percentile queue will continue to extend through 13th Street by about 85 feet.

In the Narrowing Commercial condition, the intersection will operate at LOS C, satisfying City of Anacortes and WSDOT minimum LOS standards. The northbound left turn movement will operate near capacity, with a v/c ratio of 0.94 in the PM peak hour. The southbound shared through-right turn lane will operate with a v/c ratio of 0.90. Both the northbound left turn and southbound shared through-right turn lanes exceed the 0.85 v/c ratio threshold. Similar to the Existing and No Action conditions, the northbound left-turn 95th percentile queue will extend through 13th Street.

In the Single-Lane Roundabout condition, the intersection will operate at LOS B, satisfying City of Anacortes and WSDOT minimum LOS standards. All approaches will operate with v/c ratios less than 0.85, satisfying the v/c ratio threshold. 95th percentile vehicle queues will not extend into adjacent intersections. Specifically, the northbound 95th percentile queue will extend 160 feet, with 215 feet of available storage on Commercial Ave between 12th Street and 13th Street.

Safety

Under the No Action condition, assuming no changes to intersection geometry or signalized turn treatments, the crash rate is not anticipated to change significantly from the Existing condition. Under the Narrowing Commercial condition, vehicle queues are anticipated to be longer due to reduced capacity. Increased signalized queue are typically associated with an increase in rear-end collisions. Conversely, reducing the number of approach lanes on Commercial Ave and from the Safeway driveway would allow the ultimate design to reduce crossing distances, allowing pedestrian and bicyclists to traverse the intersection more quickly and reducing the likelihood for nonmotorized collisions.

Intersection safety under roundabout control can be calculated by applying Crash Modification Factor (CMF) number 4194, per the Federal Highway Administration (FHWA) Crash Modification Factor Clearinghouse website, to the study intersection. CMF 4194 indicates an anticipated 19 percent reduction in total crashes when converting a signalized intersection into a single- or multi-lane roundabout. More specifically, studies by the Insurance Institute for Highway Safety (IIHS) and FHWA have indicated that roundabouts typically achieve a 75 percent reduction in injury collisions, a 90 percent reduction in fatality collisions, and a 40 percent reduction in all pedestrian collisions. Roundabouts reduce likelihood and severity of crashes through several design features:

- **Reduced travel speed:** Roundabouts reduce intersection entering speed to between 15 and 20 mph. Low travel speeds result in fewer and less severe injury crashes than signalized intersections.
- **Continuous flow:** Roundabouts provide a continuous, circular flow of traffic. In contrast to signalized intersections, which are characterized by stop-and-go queuing and may promote red-light running, roundabouts require drivers to yield only when there is traffic in the circulating lane.
- **Angled entry:** Roundabout approaches are curved to physically direct drivers into the intersection in a counterclockwise direction of flow. The angled entries and one-way travel eliminate the possibility for right-angle and head-on collisions, which are characterized by high injury severity.

In addition to the safety benefits described above, roundabout control also reduces the number of conflict points for both vehicular and nonmotorized traffic, relative to signalized and stop-controlled intersections. Conflict points represent locations where vehicle or pedestrian collisions can occur. **Figures 6 and 7** illustrate the differences in conflict points between signalized and roundabout intersections for vehicular and nonmotorized traffic.

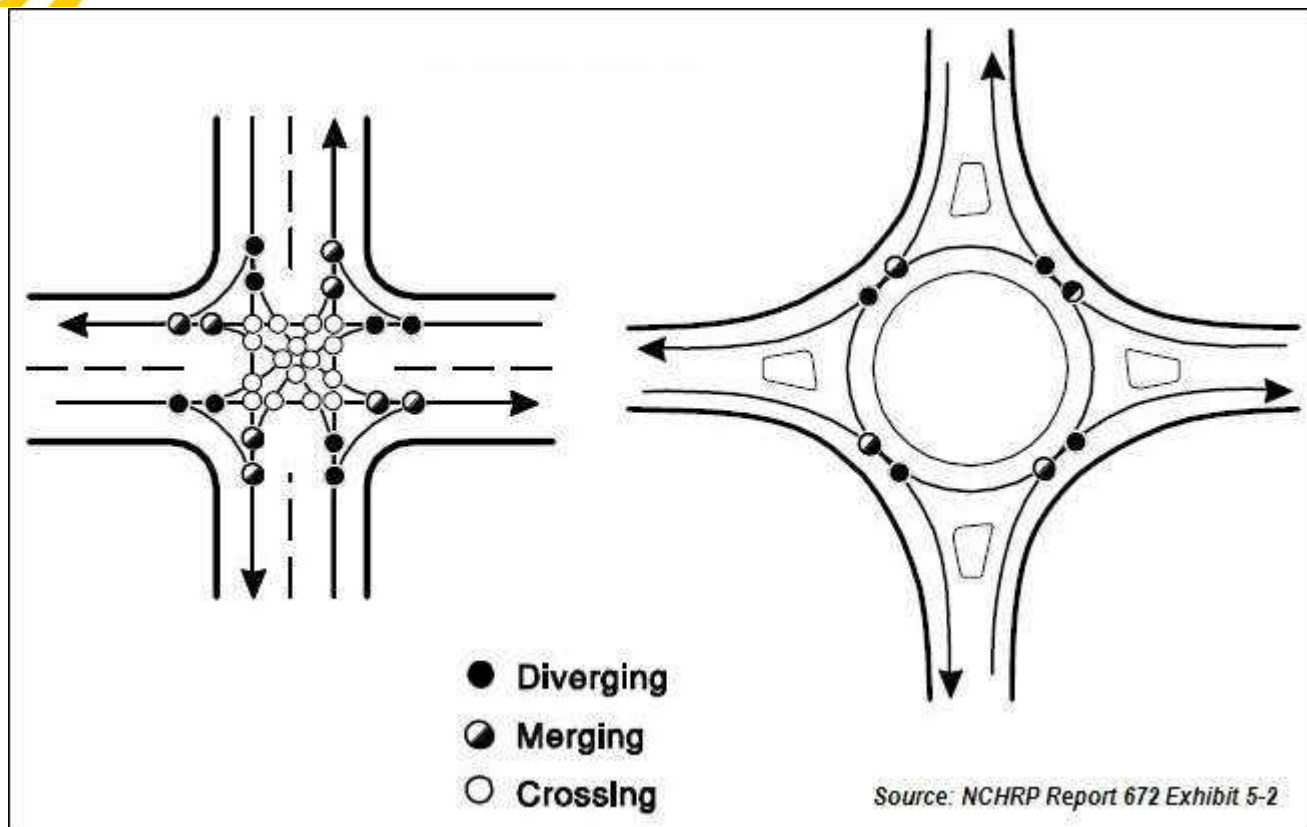


Figure 6: Vehicle Conflict Point Comparison

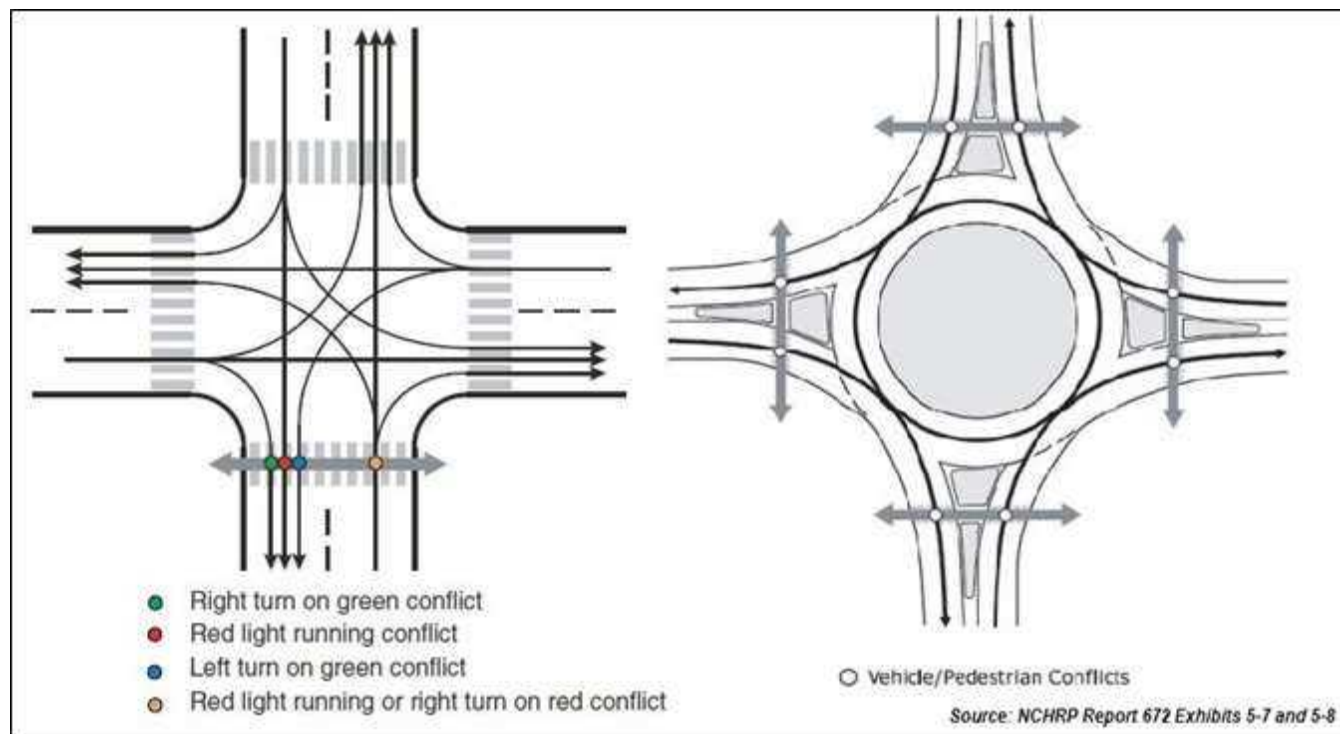


Figure 7: Pedestrian-Vehicle Conflict Point Comparison

Nonmotorized Transportation

The study intersection is located on the southern edge of Downtown Anacortes and functions as a gateway to the historic downtown area. The existing intersection configuration includes striped crosswalks with pedestrian signal phasing on the north, east, and west intersection legs. The existing geometry requires long pedestrian and bicycle crossing distances, including approximately 60 feet on the north leg, 56 feet on the east leg, and 62 feet on the west approach.

The Narrowing Commercial scenario will reduce pedestrian and bicycle crossing distances, reducing pedestrian and bicycle exposure to vehicular traffic and creating a more inviting gateway to Downtown Anacortes. A crosswalk will be added on the south intersection leg. The construction of bicycle lanes on Commercial Ave and 12th St will improve safety and accessibility for bicyclists.

The Single-Lane Roundabout alternative will improve nonmotorized safety by reducing vehicle entering speeds, separating vehicle-pedestrian conflicts, providing median refuge, and by providing marked pedestrian crossings on all four intersection legs. Pedestrian warning signs may be supplemented with Rectangular Rapid Flashing Beacons (RRFBs) to further improve nonmotorized safety. As described above, roundabout control has been demonstrated to reduce pedestrian collisions by 40 percent.

Freight Access

In the existing intersection, a standard WB-67 truck with trailer combination is unable to make an eastbound to southbound right turn from the designated eastbound right turn lane without crossing into opposing lanes to avoid the appurtenances (signal pole, fire hydrant, flag pole, and billboard sign) at the southwest corner of the intersection. Further, a WB-67 is unable to complete a northbound to westbound left turn without some encroachment into the existing eastbound shared left-through lane.

The Narrowing Commercial condition may not resolve the eastbound to southbound right turn deficiency. The northbound to westbound left turn impact may be resolved with the truck turning left from a point farther east of the existing turn lane.

A single-lane roundabout would be designed to support truck movements. A mountable center island would facilitate the movement of large trucks through the intersection.

CONCLUSIONS

Table 4 summarizes the findings of this analysis.

Table 4: Commercial Ave and 12th Street Findings

Performance Measure	2020 Existing Condition	2040 No Action	2040 Narrowing Commercial	2040 Single-Lane Roundabout
LOS	Overall: C NB Left: B	Overall: C NB Left: C	Overall: C NB Left: D	Overall: B
v/c	NB Left: 0.86	NB Left: 0.86	NB Left: 0.94 SB Thru-Right: 0.90	NB App.: 0.67
Queue	NB Left: 11.9 vehicles	NB Left: 11.9 vehicles	NB Left: 14.3 vehicles	NB App.: 6.4 vehicles
Safety	0.44 crashes/MEV	No change	+ Rear-end crashes - Ped/bike crashes	-19% total crashes -75% injury crashes -40% ped crashes
Nonmotorized Transportation	Long Xing distance; No Xing on south leg	No change	Shortened Xings; Marked Xings on all approaches; Dedicated bike lanes	Minimized conflict pts.; Low entering speeds; Marked Xings on all app.;
Freight	Poor EB Right and NB Left	Poor EB Right and NB Left	Poor EB Right May improve NB Left	Designed for Freight Movement
Right-of-Way Required	No	No	Very Unlikely	Probably
Cost to Improve	N/A	N/A	TBD	TBD

A single-lane roundabout provides the greatest safety, nonmotorized, and operational benefits to the study intersection. Based on this analysis, a single-lane roundabout is the recommended improvement alternative.

Attachment 1: Intersection LOS Reports

HCM 6th Signalized Intersection Summary

13: Commercial Ave & 12th St

Existing Conditions

Timing Plan: PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	84	47	186	27	86	12	361	183	63	10	238	95
Future Volume (veh/h)	84	47	186	27	86	12	361	183	63	10	238	95
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1563	1563	1563	1575	1575	1575	1563	1563	1563	1563	1563	1563
Adj Flow Rate, veh/h	90	51	200	29	92	13	388	197	68	11	256	102
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	1	1	1	0	0	0	1	1	1	1	1	1
Cap, veh/h	155	88	509	138	124	18	530	940	314	326	442	171
Arrive On Green	0.16	0.16	0.16	0.09	0.09	0.09	0.23	0.43	0.43	0.01	0.21	0.21
Sat Flow, veh/h	967	548	1304	1500	1347	190	1488	2182	729	1488	2084	807
Grp Volume(v), veh/h	141	0	200	29	0	105	388	132	133	11	180	178
Grp Sat Flow(s),veh/h/ln	1514	0	1304	1500	0	1537	1488	1485	1426	1488	1485	1406
Q Serve(g_s), s	6.1	0.0	7.9	1.3	0.0	4.7	13.4	4.0	4.2	0.4	7.8	8.1
Cycle Q Clear(g_c), s	6.1	0.0	7.9	1.3	0.0	4.7	13.4	4.0	4.2	0.4	7.8	8.1
Prop In Lane	0.64		1.00	1.00		0.12	1.00		0.51	1.00		0.57
Lane Grp Cap(c), veh/h	242	0	509	138	0	142	530	640	615	326	315	298
V/C Ratio(X)	0.58	0.00	0.39	0.21	0.00	0.74	0.73	0.21	0.22	0.03	0.57	0.60
Avail Cap(c_a), veh/h	733	0	932	305	0	313	808	1240	1191	617	927	878
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.7	0.0	15.8	29.9	0.0	31.5	14.9	12.7	12.7	21.8	25.2	25.3
Incr Delay (d2), s/veh	2.2	0.0	0.5	0.7	0.0	7.4	1.5	0.2	0.2	0.0	2.3	2.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	4.1	0.0	4.1	0.9	0.0	3.6	7.7	2.3	2.3	0.3	5.1	5.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.9	0.0	16.3	30.7	0.0	38.9	16.4	12.9	13.0	21.9	27.5	28.0
LnGrp LOS	C	A	B	C	A	D	B	B	B	C	C	C
Approach Vol, veh/h		341			134			653			369	
Approach Delay, s/veh		21.9			37.1			15.0			27.6	
Approach LOS		C			D			B			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.1	36.2		16.9	21.7	20.6		12.1				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	14.5	59.5		34.5	29.5	44.5		14.5				
Max Q Clear Time (g_c+I1), s	2.4	6.2		9.9	15.4	10.1		6.7				
Green Ext Time (p_c), s	0.0	2.6		1.5	0.8	3.5		0.3				
Intersection Summary												
HCM 6th Ctrl Delay			21.7									
HCM 6th LOS			C									

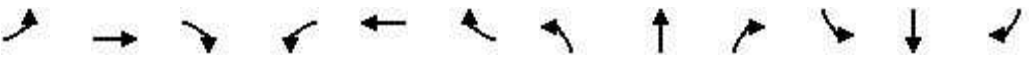
HCM 6th Signalized Intersection Summary 13: Commercial Ave & 12th St

2040 Conditions No Action
Timing Plan: PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	92	52	205	30	95	13	433	220	76	12	293	117
Future Volume (veh/h)	92	52	205	30	95	13	433	220	76	12	293	117
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1563	1563	1563	1575	1575	1575	1563	1563	1563	1563	1563	1563
Adj Flow Rate, veh/h	99	56	220	32	102	14	466	237	82	13	315	126
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	1	1	1	0	0	0	1	1	1	1	1	1
Cap, veh/h	155	88	549	146	132	18	541	1037	349	317	476	186
Arrive On Green	0.16	0.16	0.16	0.10	0.10	0.10	0.26	0.48	0.48	0.01	0.23	0.23
Sat Flow, veh/h	967	547	1304	1500	1353	186	1488	2178	733	1488	2077	813
Grp Volume(v), veh/h	155	0	220	32	0	116	466	159	160	13	223	218
Grp Sat Flow(s),veh/h/ln	1514	0	1304	1500	0	1538	1488	1485	1426	1488	1485	1406
Q Serve(g_s), s	8.2	0.0	10.2	1.7	0.0	6.3	19.2	5.4	5.7	0.6	11.7	12.1
Cycle Q Clear(g_c), s	8.2	0.0	10.2	1.7	0.0	6.3	19.2	5.4	5.7	0.6	11.7	12.1
Prop In Lane	0.64		1.00	1.00		0.12	1.00		0.51	1.00		0.58
Lane Grp Cap(c), veh/h	243	0	549	146	0	150	541	707	679	317	340	322
V/C Ratio(X)	0.64	0.00	0.40	0.22	0.00	0.77	0.86	0.23	0.23	0.04	0.66	0.68
Avail Cap(c_a), veh/h	608	0	863	253	0	260	670	1028	988	554	769	728
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.7	0.0	17.6	35.7	0.0	37.8	17.2	13.2	13.3	25.1	30.0	30.2
Incr Delay (d2), s/veh	2.8	0.0	0.5	0.7	0.0	8.2	8.9	0.2	0.3	0.0	3.0	3.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	5.7	0.0	5.5	1.2	0.0	4.9	11.9	3.2	3.3	0.4	7.9	7.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.5	0.0	18.0	36.5	0.0	46.0	26.1	13.4	13.5	25.2	33.1	33.7
LnGrp LOS	D	A	B	D	A	D	C	B	B	C	C	C
Approach Vol, veh/h		375			148			785			454	
Approach Delay, s/veh		25.6			43.9			20.9			33.2	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.3	46.4		19.3	27.5	25.2		13.9				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	14.5	59.5		34.5	29.5	44.5		14.5				
Max Q Clear Time (g_c+I1), s	2.6	7.7		12.2	21.2	14.1		8.3				
Green Ext Time (p_c), s	0.0	3.2		1.6	0.8	4.3		0.3				
Intersection Summary												
HCM 6th Ctrl Delay				27.0								
HCM 6th LOS				C								

HCM 6th Signalized Intersection Summary 13: Commercial Ave & 12th St

2040 Conditions Commercial Narrowing
Timing Plan: PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩	↩		↩	↩	↩	↩		↩	↩	
Traffic Volume (veh/h)	92	52	205	30	95	13	433	220	76	12	293	117
Future Volume (veh/h)	92	52	205	30	95	13	433	220	76	12	293	117
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1563	1563	1563	1575	1575	1575	1563	1563	1563	1563	1563	1563
Adj Flow Rate, veh/h	99	56	220	32	102	14	466	237	82	13	315	126
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	1	1	1	0	0	0	1	1	1	1	1	1
Cap, veh/h	157	70	623	53	112	12	494	630	218	416	351	140
Arrive On Green	0.23	0.23	0.23	0.23	0.23	0.23	0.25	0.57	0.57	0.01	0.33	0.33
Sat Flow, veh/h	383	309	1310	5	497	52	1488	1108	383	1488	1059	424
Grp Volume(v), veh/h	155	0	220	148	0	0	466	0	319	13	0	441
Grp Sat Flow(s),veh/h/ln	693	0	1310	554	0	0	1488	0	1492	1488	0	1483
Q Serve(g_s), s	0.0	0.0	9.0	0.3	0.0	0.0	18.5	0.0	9.9	0.5	0.0	23.9
Cycle Q Clear(g_c), s	18.8	0.0	9.0	19.1	0.0	0.0	18.5	0.0	9.9	0.5	0.0	23.9
Prop In Lane	0.64		1.00	0.22		0.09	1.00		0.26	1.00		0.29
Lane Grp Cap(c), veh/h	227	0	623	177	0	0	494	0	848	416	0	491
V/C Ratio(X)	0.68	0.00	0.35	0.83	0.00	0.00	0.94	0.00	0.38	0.03	0.00	0.90
Avail Cap(c_a), veh/h	227	0	623	177	0	0	524	0	883	482	0	561
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	31.8	0.0	14.1	29.3	0.0	0.0	19.1	0.0	10.0	18.5	0.0	26.9
Incr Delay (d2), s/veh	8.1	0.0	0.3	27.5	0.0	0.0	25.1	0.0	0.4	0.0	0.0	16.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.4	0.0	4.7	7.0	0.0	0.0	14.3	0.0	5.6	0.3	0.0	15.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	39.9	0.0	14.4	56.9	0.0	0.0	44.2	0.0	10.4	18.5	0.0	43.6
LnGrp LOS	D	A	B	E	A	A	D	A	B	B	A	D
Approach Vol, veh/h		375			148			785			454	
Approach Delay, s/veh		25.0			56.9			30.4			42.9	
Approach LOS		C			E			C			D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.3	53.4		24.6	26.3	33.4		24.6				
Change Period (Y+Rc), s	5.5	5.5		5.5	5.5	5.5		5.5				
Max Green Setting (Gmax), s	4.5	49.9		19.1	22.5	31.9		19.1				
Max Q Clear Time (g_c+I1), s	2.5	11.9		20.8	20.5	25.9		21.1				
Green Ext Time (p_c), s	0.0	3.3		0.0	0.3	1.9		0.0				
Intersection Summary												
HCM 6th Ctrl Delay			34.7									
HCM 6th LOS			C									

MOVEMENT SUMMARY

 Site: 101 [2040 PM Single-Lane]

Roundabout
Site Category: RAB
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
South: SR 20 Spur Commercial Ave												
3	L2	466	1.0	0.670	12.4	LOS B	6.4	161.1	0.62	0.42	0.62	13.6
8	T1	237	1.0	0.670	12.4	LOS B	6.4	161.1	0.62	0.42	0.62	12.9
18	R2	82	1.0	0.670	12.4	LOS B	6.4	161.1	0.62	0.42	0.62	13.8
Approach		784	1.0	0.670	12.4	LOS B	6.4	161.1	0.62	0.42	0.62	13.4
East: 12th St												
1	L2	32	0.0	0.219	7.9	LOS A	1.4	35.0	0.79	0.71	0.79	16.0
6	T1	102	0.0	0.219	7.9	LOS A	1.4	35.0	0.79	0.71	0.79	17.8
16	R2	14	0.0	0.219	7.9	LOS A	1.4	35.0	0.79	0.71	0.79	16.4
Approach		148	0.0	0.219	7.9	LOS A	1.4	35.0	0.79	0.71	0.79	17.3
North: Commercial Ave												
7	L2	13	1.0	0.545	12.1	LOS B	5.1	128.0	0.81	0.86	1.06	14.2
4	T1	315	1.0	0.545	12.1	LOS B	5.1	128.0	0.81	0.86	1.06	13.6
14	R2	126	1.0	0.545	12.1	LOS B	5.1	128.0	0.81	0.86	1.06	14.6
Approach		454	1.0	0.545	12.1	LOS B	5.1	128.0	0.81	0.86	1.06	13.9
West: SR 20 Spur												
5	L2	99	1.0	0.379	7.7	LOS A	2.5	62.4	0.61	0.49	0.61	15.7
2	T1	56	1.0	0.379	7.7	LOS A	2.5	62.4	0.61	0.49	0.61	17.5
12	R2	220	1.0	0.379	7.7	LOS A	2.5	62.4	0.61	0.49	0.61	16.1
Approach		375	1.0	0.379	7.7	LOS A	2.5	62.4	0.61	0.49	0.61	16.2
All Vehicles		1761	0.9	0.670	11.0	LOS B	6.4	161.1	0.68	0.57	0.75	14.4

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Project: D:\Users\TSI\Dropbox (TSI)\TSI Projects\2019\219083 Anacortes Commercial Ave Design 11th St to 13th St. 00-2019-240\LOS\SR 20 Spur & Commercial Ave.sip8