

## SKAGIT COUNTY COMMISSIONERS' AGENDA

Meetings are held at 1800 Continental Place, Mount Vernon unless noted otherwise  
 Access for some meetings is provided [through Zoom](#) or by Telephone: 1 (253) 215-8782 #871 8000 1980  
 Public comments prior to final action per RCW 42.30.20(4) must relate to the specific agenda item

### I. **MONDAY, OCTOBER 21, 2024:**

- a) 8:45 a.m. - 9:45 a.m. Briefing – Public Works and Department of Emergency Management
- b) 9:45 a.m. - 10:45 a.m. Briefing – Planning and Development Services
- c) 11:00 a.m. - 12:00 p.m. Work Session with Public Health
- ~~d) 12:00 p.m. - 1:00 p.m. Washington State Association of Counties Virtual Assembly hosted by WSAC  
(Canceled)~~
- e) \*1:00 p.m. Pledge of Allegiance
- f) \*1:00 p.m. - 1:30 p.m. Consent Agenda, Vouchers, Warrants and Miscellaneous Items:
  - 1. Public Comment (Specifically related to the agenda item)
- g) \*1:30 p.m. - 3:30 p.m. Planning and Development Services – Jack Moore, Director:
  - 1. Public Hearing to Consider Testimony Regarding an Interim Ordinance Declaring an Emergency and Adopting a Moratorium on the Acceptance of Permit Applications for Major Utility Development Projects Involving Electrical Energy Generation or Storage on Skagit County Agricultural (Ag-NRL) Lands
  - 2. Miscellaneous
- h) 3:30 p.m. - 4:30 p.m. Executive Session (Potential Litigation - RCW 42.30.110(1)(i))
  - 1. Call Public Meeting to Order
  - 2. Executive Session
  - 3. Reconvene Public Meeting for the sole purpose of Adjournment

### II. **TUESDAY, OCTOBER 22, 2024:**

- a) \*10:00 a.m. Pledge of Allegiance
- b) \*10:00 a.m. - 11:00 a.m. Board of Health Meeting
- c) \*11:30 a.m. - 11:45 a.m. Board of County Commissioners:
  - 1. Public Comment Period
  - 2. County and Individual Success Stories
  - 3. Miscellaneous (announcements, letters, etc.)
- d) 12:00 p.m. - 12:30 p.m. Exit Conference hosted remotely by Washington State Auditor's Office
- e) \*1:00 p.m. - 1:45 p.m. Skagit Tourism Bureau 2024 Accomplishments and 2025 Work Plan Presentation
- f) 2:00 p.m. - 5:00 p.m. 2024 Skagit Transit Board Retreat (Skagit Station, 105 East Kincaid Street, Mount Vernon)

***Continued OVER...***

- g) 5:30 p.m. Honda of Burlington Grand Re-Opening Event (Honda of Burlington, 1615 S Goldenrod Road, Burlington)

**III. WEDNESDAY, OCTOBER 23, 2024:**

- a) 11:30 a.m. - 1:00 p.m. You've Been Served: A Courthouse Dialogue Event (Skagit County Community Court, 1700 East College Way, Mount Vernon)
- b) 2:00 p.m. - 3:30 p.m. Commissioners Briefing
- c) 3:30 p.m. - 4:30 p.m. Work Session with Central Services

**IV. THURSDAY, OCTOBER 24, 2024:**

- a) 1:00 p.m. - 1:45 p.m. Work Session with Public Health

**V. SATURDAY, OCTOBER 26, 2024:**

- a) 11:00 a.m. Skagit Habitat for Humanity Groundbreaking Ceremony (Corner of South 3<sup>rd</sup> Street and Caledonia Street, La Conner)

**FUTURE BID OPENINGS:**

- Monday, October 28, 2024, 12:00 p.m. Purchase and Assembly of (QTY 3) Marine Diesel Engine Packages for the Vehicle and Passenger Ferry M/V Guemes Project #FE8-60
- Tuesday, November 12, 2024, 1:15 p.m. 2025 Haul Out and Maintenance for the Vehicle and Passenger Ferry M/V Guemes, Project #FEH025-1

**FUTURE PUBLIC HEARING:**

- Monday, October 28, 2024, 11:00 a.m. To Consider Testimony Regarding a Proposal to Adopt a System of Rates and Charges for Calendar Years 2025 through 2034, and an Estimated Budget for 2025 on Parcels within the Skagit Conservation District

**REQUEST FOR QUALIFICATIONS (RFQ):**

- Thursday, November 7, 2024, 4:00 p.m. Professional Engineering, Environmental Permitting, and Right of Way Services for the North Osterman Creek Crossing Project No. EO212-318; FEMA Project No. 45993 DR-WA-188906

**NOTE: ALL TIMES ARE ESTIMATES TO ASSIST IN SCHEDULING AND MAY BE CHANGED SUBJECT TO THE BUSINESS OF THE DAY AT THE BOARD'S DISCRETION**

Sessions marked with an asterisk \* will be televised live on Comcast Channel 21, WAVE cable channel 21 (La Conner and surrounding areas,) and in Anacortes on Comcast channel 26 and streamed online live at [www.skagitcounty.net/skagit21](http://www.skagitcounty.net/skagit21). Recorded meetings are re-broadcast daily at 3:00, 6:00, 9:00, 12:00 am and pm and can also be viewed ON DEMAND online at [www.skagitcounty.net/Skagit21](http://www.skagitcounty.net/Skagit21).

**1. CONSENT AGENDA FOR MONDAY, OCTOBER 21, 2024 (items 1 through 12):**

a) COMMISSIONERS:

1. Record of the Proceedings for Monday, October 14, 2024.
2. Record of the Proceedings for Tuesday, October 15, 2024.
3. Record of the Proceedings for Friday, October 18, 2024.

b) ASSIGNED COUNSEL:

4. Personal Services Agreement with Snohomish County Public Defender Association to provide consultation and representation for cases considered to be conflict of interest cases for the Skagit County Public Defender's Office and that have been determined to be within the scope of indigent defense. Case referrals will be from Superior Court, Juvenile Court, and District Court. Compensation shall not exceed \$463,980 for 120 cases per year and is based on a rate schedule. The Agreement shall commence on January 1, 2025 and continue until December 31, 2025.

c) BUDGET AND FINANCE:

5. Interlocal Cooperative Agreement the City of Burlington to assist in providing library materials to the residents of unincorporated Skagit County during 2024. Compensation shall not exceed \$10,105. The Agreement shall commence on the date of execution and continue until December 31, 2024.

d) INFORMATION SERVICES:

6. Vendor Services Agreement with NW Tel, LLC to provide all labor and materials for the addition of video camera networking infrastructure needed at the Skagit County Elections Office. Compensation shall not exceed \$9,200. The Agreement is ratified to commence on October 18, 2024 and continue until December 31, 2024.

e) PARKS, RECREATION AND FAIR:

7. Vendor Services Agreement with Dellinger Industries LLC to demolish the existing decking and install new Trex decking and guardrails at the Bald Eagle Interpretive Center located at 52804 Rockport Park Road in Rockport (Skagit County Parcel No. P44724) and perform other construction, transportation, and equipment services at other Skagit County Park properties as needed. Compensation shall not exceed \$39,832.85 including applicable taxes. The Agreement shall commence on the date of execution and continue for one year.

f) PLANNING AND DEVELOPMENT SERVICES:

8. Personal Services Agreement with Ryan Walters Law PLLC to provide assistance with updates to streamline residential permits, facilitate residential construction, and comply with new provisions of state law. Compensation is based on a rate schedule and shall not exceed \$40,000. The Agreement is ratified to commence on October 1, 2024 and continue until June 30, 2025.

g) PUBLIC WORKS:

9. Vendor Services Agreement with Full-Time Fabrication LLC for the Upfit of one (1) Skagit County Sheriff's Department Jail Transport Van per specifications by Skagit County. Compensation shall not exceed \$135,748.91 per Resolution No. R20240207. The Agreement shall commence on the date of execution and continue for one year.
10. Amendment No. 2 to Personal Services Agreement No. C20230171 with Regal Air, a Division of Morcom Aviation Services, Inc. to provide flight services including pilot and suitable aircraft for aerial surveying of Skagit County on an on-call basis. This Amendment updates Exhibit "B" Compensation to reflect the revised rate schedule and extends the term of the Agreement to continue until December 31, 2025. Compensation remains the same and shall not exceed \$10,000. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.

h) RISK MANAGEMENT:

11. Personal Services Agreement with TPSC Benefits to prepare and provide reports, including enrollment counts by age bracket, to assist the Skagit County Health Plan in filing its data, as required by the WA Partnership Access Line (WAPAL) for 2021 Quarters 1 & 2; 2022 Quarters 1, 2, 3, & 4; and 2023 Quarters 1, 2, 3, & 4. Compensation shall not exceed \$500. The Agreement commenced on July 23, 2024 and continued until August 10, 2024.

12. Endorsement/Amendment No. 2 to Client Authorization to Bind Coverage Agreement No. C20240393 with Gallagher Risk Management Services LLC for marine vessels owned and operated by Skagit County. This Amendment adds an additional Zodiac Workboat to the Policy. Annual compensation is increased by \$936 for a new annual premium not to exceed \$148,592.07. All other terms and conditions of the original Agreement and prior Amendment shall remain in effect.

**1. MISCELLANEOUS AGENDA (Items 1 through 11):**

a) PUBLIC WORKS:

1. Farmland Legacy Program Grant Deed of Conservation Easement with Mark R. Houser and Keith D. Houser to protect 79.7 acres of agricultural land on Parcel Numbers P37679, P76516, P76531, and P76532 for compensation in the amount of \$140,000. This Easement eliminates two residential development rights. The Conservation Values include protection of agricultural productivity and the protection of prime and important agricultural soils. The Agreement commences on mutual execution and continues in perpetuity.
2. Notice of Assignment that Mark R. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common, as Grantor (“Seller”) under the Grant Deed of Conservation Easement to protect 79.7 acres of agricultural land, Skagit County Contract No. C20240\_\_\_\_, has assigned his rights as Seller, but not his obligations, to First American Exchange of Skagit County, Exchange No. 24-09589 (Qualified Intermediary (QI)), for the purposes of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and Exchangor will deed the property directly to Skagit County (Grantee or Buyer). This Notice does not apply to Keith D. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common. There is no compensation associated with this Notice of Assignment. The Notice of Assignment shall commence on the date of execution.
3. Farmland Legacy Program Grant Deed of Conservation Easement with Mark R. Houser and Keith D. Houser to protect 32 acres of agricultural land on Parcel Number P37701 for compensation in the amount of \$70,000. This Easement eliminates one residential development right. The Conservation Values include protection of agricultural productivity and the protection of prime and important agricultural soils. The Agreement commences on mutual execution and continues in perpetuity.
4. Notice of Assignment that Mark R. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common, as Grantor (“Seller”) under the Grant Deed of Conservation Easement to protect 32 acres of agricultural land, Skagit County Contract No. C20240\_\_\_\_, has assigned his rights as Seller, but not his obligations, to First American Exchange of Skagit County, Exchange No. 24-09589 (Qualified Intermediary (QI)), for the purposes of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and Exchangor will deed the property directly to Skagit County (Grantee or Buyer). This Notice does not apply to Keith D. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common. There is no compensation associated with this Notice of Assignment. The Notice of Assignment shall commence on the date of execution.
5. Farmland Legacy Program Grant Deed of Conservation Easement with Mark R. Houser and Keith D. Houser to protect 49 acres of agricultural land on Parcel Numbers P37683 and P37684 for compensation in the amount of \$100,000. This Easement eliminates one residential development right. The Conservation Values include protection of agricultural productivity and the protection of prime and important agricultural soils. The Agreement commences on mutual execution and continues in perpetuity.
6. Notice of Assignment that Mark R. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common, as Grantor (“Seller”) under the Grant Deed of Conservation Easement to protect 49 acres of agricultural land, Skagit County Contract No. C20240\_\_\_\_, has assigned his rights as Seller, but not his obligations, to First American Exchange of Skagit County, Exchange No. 24-09589 (Qualified Intermediary (QI)), for the purposes of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and Exchangor will deed the property directly to Skagit County (Grantee or Buyer). This Notice does not apply to Keith D. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common. There is no compensation associated with this Notice of Assignment. The Notice of Assignment shall commence on the date of execution.
7. Farmland Legacy Program Grant Deed of Conservation Easement with Mark R. Houser and Keith D. Houser to protect 45.23 acres of agricultural land on Parcel Numbers P37700 and P37705 for compensation in the amount of \$90,000. This Easement eliminates one residential development right. The Conservation Values include protection of agricultural productivity and the protection of prime and important agricultural soils. The Agreement commences on mutual execution and continues in perpetuity.
8. Notice of Assignment that Mark R. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common, as Grantor (“Seller”) under the Grant Deed of Conservation Easement to protect 45.23 acres of agricultural land, Skagit County Contract No. C20240\_\_\_\_, has assigned his rights as Seller, but not his obligations, to First American Exchange of Skagit County, Exchange No. 24-09589 (Qualified Intermediary

(QI)), for the purposes of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and Exchangor will deed the property directly to Skagit County (Grantee or Buyer). This Notice does not apply to Keith D. Houser, as his separate estate, as to an undivided 1/2 interest as tenants in common. There is no compensation associated with this Notice of Assignment. The Notice of Assignment shall commence on the date of execution.

9. Farmland Legacy Program Grant Deed of Conservation Easement with Northwest Territory, LLC to protect 61.15 acres of agricultural land on Parcel Numbers P37703, P37706, P37707, P37708, and P37682 for compensation in the amount of \$120,000. This Easement eliminates one residential development right. The Conservation Values include protection of agricultural productivity and the protection of prime and important agricultural soils. The Agreement commences on mutual execution and continues in perpetuity.
10. Notice of Assignment that Northwest Territory LLC, an Oklahoma Limited Liability Company, as Grantor (“Seller”) under the Grant Deed of Conservation Easement to protect 61.15 acres of agricultural land, Skagit County Contract No. C20240\_\_\_\_\_, has assigned its rights as Seller, but not its obligations, to First American Exchange of Skagit County, Exchange No. 24-09588 (Qualified Intermediary (QI)), for the purposes of completing a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and Exchangor will deed the property directly to Skagit County (Grantee or Buyer). There is no compensation associated with this Notice of Assignment. The Notice of Assignment shall commence on the date of execution.

b) RISK MANAGEMENT:

11. Personal Services Agreement with Skagit Regional Health to provide occupational health services at Skagit Regional Health necessary to comply with Washington State Labor and Industries/Department of Occupational Safety and Health Washington Administrative Codes (WACs) related to bloodborne pathogens, hearing conservation and respiratory protection as well as risk related to fitness for duty. Compensation shall not exceed \$10,000 and is based on a fee schedule. The Agreement shall commence on January 1, 2025 and continue until December 31, 2025.