

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**IN THE MATTER OF:**

RESOLUTION NO. 20-161

APPROVING A NO-SPRAY AGREEMENT AND FEE

**WHEREAS**, the Lewis County Public Works maintains approximately 1,050 miles of roadway and part of the maintenance program includes the spray program, which is designed to protect our right-of-way from noxious weeds and help protect our road surfaces from being inundated with vegetation. Uncontrolled brush and weeds can become visual obstructions for drivers; our spray program works in conjunction with mowing, brush cutting and canopy clearing to help keep our roads safe; and

**WHEREAS**, RCW 17.21.430 states that our spray applicators must make contact with a registered sensitive person when applying spray to the right-of-way adjacent to their property. RCW 17.21.420 explains some of the process required to obtain that designation; and

**WHEREAS**, property owners may request a No-Spray Agreement from Lewis County for parcels adjacent to county roadways; and

**WHEREAS**, Lewis County Public Works will assess a fee of \$300 upon approval of a requested No-Spray Agreement. The fee will cover the cost of the time and materials for the purchase and installation of two (2) No-Spray signs and processing the executed No-Spray Agreement. The Agreement applicant will become responsible for maintaining the vegetated area within the county Right-of-Way along their property. If the applicant fails to maintain in accordance with the terms of this Agreement, Lewis County Public Works will maintain the area as needed including mowing and/or spraying; and

**WHEREAS**, this Agreement must be renewed annually, on or before February 1 of the next year. An administrative fee of \$25 will be charged for processing the renewal. If an agreement is not renewed by February 1, it will expire; and

**WHEREAS**, No-Spray Agreements are non-transferable. In the event the property ownership changes, the Agreement will become void at the time of new ownership; and

**WHEREAS**, the proposed No-Spray Agreement and fee is just, fair, reasonable, and sufficient for Lewis County Public Works to provide this service to the public.

**NOW THEREFORE BE IT RESOLVED** the Board of County Commissioners approves the new No-Spray Agreement and agreement fee of \$300.

DONE IN OPEN SESSION this 18th day of May, 2020.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Amber Smith  
By: Amber Smith,  
Deputy Prosecuting Attorney

Gary Stamper  
Gary Stamper, Chair

ATTEST:



Edna J. Fund  
Edna J. Fund, Vice Chair

Rieva Lester  
Rieva Lester,  
Clerk of the Lewis County Board of County  
Commissioners

Robert C. Jackson  
Robert C. Jackson, Commissioner



## NO-SPRAY AGREEMENT

### RIGHT-OF-WAY VEGETATION MANAGEMENT PROGRAM

#### 1. Property Owner/Applicant Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### 2. Location

Road Name: \_\_\_\_\_ Site Address: \_\_\_\_\_

#### 3. Agreement – Applicant Agrees to the Following Conditions: (Applicant to Initial Each Section)

\_\_\_\_\_ I agree to maintain vegetation within the Lewis County road right-of-way in accordance with the current Lewis County Vegetation Management Program. This includes the control of vegetation within the shoulder areas, ditches and slopes.

\_\_\_\_\_ I understand this agreement will expire yearly on February 1<sup>st</sup>, and must be renewed annually.

\_\_\_\_\_ I understand that this agreement applies to the application of dormant and brush spray herbicides.

\_\_\_\_\_ I accept the responsibilities outlined in this agreement. I further agree that my performance under this agreement is at my sole risk, and I shall indemnify Lewis County, its agents and employees, and hold them harmless from any and all liability for damage, costs, and expense resulting from, arising out of, or in any way connected with this agreement, or from my failure to perform fully thereunder. I further agree to defend Lewis County, its agents and employees, against all suits, actions, or proceedings brought by any third party against them for which I would be liable thereunder.

\_\_\_\_\_ I hereby represent I own or lease the land adjacent to the County road and understand this agreement is not transferable.

\_\_\_\_\_ I understand if I do not maintain the vegetation in accordance with Lewis County's Vegetation Management Program, this agreement becomes null and void and vegetation within the subject right-of-way will be maintained by Lewis County personnel including the application of herbicides.

#### 4. Signature: (The undersigned has read, understands, and accepts the terms and conditions set forth herein)

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Acknowledgement – Lewis County Representative:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **General Provisions**

1. Property owners who obtain a No-Spray Agreement from Lewis County become responsible for maintaining the vegetated area within the Lewis County Right-of-Way along their property. If the Agreement holder fails to maintain the area in accordance with the terms of this Agreement, Lewis County Public Works will maintain the area as needed including mowing and/or spraying.
2. Applicants interested in becoming a certified organic farm need to contact the United States Department of Agriculture for the necessary steps for the certification process. It has been Lewis County's standard procedure to stop applying brush spray once an organic farm certification has been provided and verified.
3. Applicants who qualify for the State Chemical Sensitive Persons list will not be charged the \$300 fee for the No-Spray Agreement
4. No Spray Agreements due to the proximity of an existing well head (within 100 feet or less of the LC right-of-way) will not be charged the \$300 fee for a No-Spray Agreement as these wells were permitted to be installed prior to implementation of this No-Spray policy and will therefore be "grandfathered".
5. No dirt, debris, or other fill material shall be placed on the County right-of-way.
6. Lewis County is not responsible for any damaged or lost No Spray signs.

### **Agreement Conditions**

1. "No Spray" signs will be purchased and installed by Lewis County Public Works in accordance with Lewis County standards and State and Federal laws. The signs shall not be moved, covered, or in any other way altered by anyone other than an authorized Lewis County Public Works employee.
2. Lewis County Public Works will assess a fee of \$300 upon approval of a requested No-Spray Agreement. The fee will cover the cost of the time and materials for the purchase and installation of two (2) No-Spray signs and processing the executed No-Spray Agreement.
3. Two (2) signs are required along the property adjacent to the County roadway. Any property owners requesting a No-Spray Agreement for a property adjacent to more than one (1) County road must purchase two (2) additional No-Spray signs for each additional roadway the property is adjacent to. If additional signs are required beyond the two (2) that come with the No-Spray Agreement, they can be purchased from Lewis County Public works for \$100 per sign. The \$100 per additional sign will cover the cost of the time and materials and installation of the sign.
4. Only authorized Lewis County Public Works employees will install No-Spray signs.
5. This Agreement must be renewed annually, on or before February 1 of the next year. An administrative fee of \$25 will be charged for processing the renewal. If an agreement is not renewed by February 1, it will expire.
6. No-Spray Agreements are non-transferrable, in the event the property ownership changes the Agreement will become void at the time of new ownership.

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 20-161

**BOCC Meeting Date:** May 18, 2020

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approving a No-Spray Agreement and fee

**Contact:** Josh Metcalf

**Phone:** 360-7402762

**Department:** PW - Public Works

## **Description:**

Approving a new No-Spray Agreement and fee

## **Approvals:**

## **Publication Requirements:**

### **Publications:**

<b>User</b>	<b>Status</b>
Amber Smith	Approved
PA's Office	Approved

## **Additional Copies:**

Kevin Korpi, John Link, Tina Hemphill

## **Cover Letter To:**

Josh Metcalf