

STORMWATER FACILITY MAINTENANCE AND INSPECTION

Facility Name _____
Date _____
Reason for inspection _____ (annual, storm event, other)

Bio-filtration swale:

- Remove garbage and other debris and dispose of appropriately.
 - Mow grass to 4-5 inches and remove all clippings.
 - Re-seed any bare spots.
 - Replace or reset riprap at the culvert inlets and outlets.
 - Clean and repair trash rack.
 - Remove brush and tree saplings.
 - Control noxious weeds
- Noxious weed type(s) _____

Detention &/or Wet Ponds:

- Remove accumulated sediment if more than 10% of the design pond depth.
 - Re-seed any bare spots.
 - Mow grass to 4-5 inches and remove all clippings.
 - Remove garbage and other debris and dispose of appropriately.
 - Replace or reset riprap at the culvert inlets and outlets.
 - Clean and repair trash rack.
 - Replace or reset rock for spillway.
 - Remove vegetation from spillway.
 - Remove brush and tree saplings.
 - Control noxious weeds
- Noxious weed type(s) _____

Control Structures for Detention Ponds and Wet Ponds:

- Vector control structure manhole, sump, and storm drains
- Remove garbage or other debris and dispose of appropriately.
- Repair or replace non-functioning shear gate.
- Repair or replace any rusted or damaged parts and/or pipes.
- Mortar any loose or leaking joints.

Comments:

Signature _____ (inspector)
Print & Sign

PESTICIDE APPLICATION RECORD

FORM TO BE COMPLETED SAME DAY AS APPLICATION AND RETAINED FOR 7 YEARS

Applied by and sprayed for: Whatcom County Public Works, Maintenance and Operations Division
901 West Smith Road, Bellingham WA 98226 Phone: 360-676-6759

Bars Code _____ Work Order# _____ Date _____
 Applicator (1.): _____ License # _____ Hrs Wrk _____ Equip.# _____
 Applicator (2.): _____ License# _____ Hrs Wrk _____ Equip. # _____
 Apparatus License Plate No. _____

Pesticide information including all adjuvants:

Product Name/EPA Reg No/Rate/Concentration

Road Name or Application Site:

Road Name	Rd #	From/To	Time Start/Stop	Amt Applied	Temp/F	Wind: Dir/Vel	Miles	Hours

Continued on Back

Road Name or Application Site:

Road Name	Rd #	From/To	Time Start/Stop	Amt Applied	Temp/F	Wind: Dir/Vel	Miles	Hours

Type of Application: _____ Total Acres Sprayed _____

Additional Comments: _____

HERBICIDE NOTICE

INTENT TO HERBICIDE
ANTICIPATED DATE _____

- SHOULDERS
 - DORMANT BRUSH
 - NOXIOUS WEEDS
- _____

HERBICIDE USED

- _____
- ROUNDUP
- OUST
- GARLON

DATE SPRAYED _____

FOR FURTHER INFORMATION CALL
WHATCOM COUNTY PUBLIC WORKS
676-6759 380-8111

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**
Joe Rutan
Interim Director



*ROAD DIVISION
MAINTENANCE AND OPERATIONS*
Jeff Gollen, Superintendent
901 W. Smith Road
Bellingham, WA 98226
(360) 676-6759 / 380-8111 Fax 676-6879

April 1, 2015

PUBLIC NOTICE

The Whatcom County Public Works Department is beginning the year 2015 Road Shoulder Herbicide Program. Approximately 250 miles of roads are scheduled for seasonal treatment. Lawns and yard areas may have a minimum 12" wide strip treated to aid in drainage and minimize pavement damage.

Property owners who do not wish to have their adjoining right-of-way treated have the option of maintaining the right-of-way abutting their property. Agreements to this effect may be signed and "Owner Will Maintain" signs obtained from Maintenance and Operations, 901 West Smith Road between 8:00 a.m. and 4:00 p.m., Monday through Friday. There is no charge for this service.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Joe Rutan
Interim Director



**ROAD DIVISION
MAINTENANCE AND OPERATIONS**

Jeff Gollen, Superintendent
901 W. Smith Road
Bellingham, WA 98226
(360) 676-6759 / 380-8111 Fax 676-6879

April 1, 2015

Dear Resident:

The Whatcom County Public Works Department will begin its annual roadside vegetation herbicide spray program in April. In 2014 you requested that the right-of-way adjacent to your property not be included in the program. In return you signed an "Owner Will Maintain" agreement and agreed to maintain this area yourself.

If you do not want the right of way adjacent to your property to be included in our spray program for year 2015, the enclosed "Owner Will Maintain" agreement needs to be signed and returned to Maintenance and Operations, 901 West Smith Road, as soon as possible. Upon completion of the Agreement signs will be available at the Maintenance and Operations front office between 8:00 a.m. and 4:00 p.m., Monday through Friday.

If Whatcom County does not receive a signed agreement from you, your request may be withdrawn and the right-of-way adjacent to your property reinstated into the spray program.

MAINTENANCE AGREEMENTS FOR LEASED PROPERTY MUST BE SIGNED BY BOTH LESSEE AND LESSOR/LANDOWNER. If you have any questions, please call (360) 676-6759 or (360) 380-8111). Please return this agreement to:

Whatcom County Public Works Department
Maintenance and Operations
901 West Smith Road
Bellingham, WA 98226

Sincerely,

A handwritten signature in blue ink that reads "Jeff Gollen".

Jeff Gollen
Maintenance and Operations Superintendent

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT
MAINTENANCE & OPERATIONS**

**“OWNER WILL MAINTAIN”
ROAD RIGHT-OF-WAY MAINTENANCE AGREEMENT**

Pursuant to your request, we are providing you with “Owner Will Maintain” signs based upon your representation that you are the owner of the real property described below. This agreement is in conjunction with the Roadside Herbicide Spray Program ONLY. The terms and conditions of this agreement to maintain the County road right-of-way are as follows:

1. The signs shall be affixed on your property lines, beginning and end, so that they are clearly visible at all times. Refer to the attached diagram for proper installation. You are responsible for their maintenance, repair and replacement if necessary.
2. The right-of-way maintenance shall be conducted along the roadside adjacent to your property as often as necessary to:
 - Ensure that no visual or drainage hazards develop.
 - Ensure no pavement is damaged due to vegetation.
3. The Public Works Department, Maintenance and Operations, may not use chemical herbicides in the posted areas as per your spray option request, which may include shoulders, ditches and County right-of-way behind the ditches. (Refer to “Spray Options”).
4. If at any time the right-of-way is not maintained pursuant to the terms and conditions of this agreement, Whatcom County may give written notice of the failure to maintain to the undersigned. In the event that the undersigned does not remedy the failure to maintain within ten (10) days from the date of the notice sent, the County shall have the right to terminate this agreement forthwith.
5. If Tansy Ragwort, Knapweed or other Noxious Weeds are identified by the Washington State Noxious Weed Control Coordinator on the County right-of-way in this area, you agree to remove them. (Tansy and Knapweed have been identified by the Noxious Weed Control Board as toxic and by law, must be removed. The Noxious Weed Control Coordinator or representative will contact you if your area is identified as containing Noxious Weeds.)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned hereby accepts responsibility for the installation and maintenance of the "Owner Will Maintain" signs and further to manually maintain that area between these signs in the manner set forth in the Agreement. In the event that a Court of law determines that the undersigned is wholly or partially negligent as a result of any act, action, neglect, omission or default pertaining to road right-of-way maintenance as described in this agreement, the undersigned agrees and covenants to indemnify, defend and save harmless Whatcom County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, hereinafter referred to as "Whatcom County", against and from any loss, damage, costs, charge, expense, liability, claims demand or judgements of whatsoever kind or nature, whether to persons or property, in the proportion as determined by the Court.

In case any suit or cause of action shall be brought against Whatcom County on account of any act, action, neglect, omission or default pertaining to road right-of-way maintenance on the part of the undersigned, his agents, subcontractors, and/or employees, the undersigned hereby agrees and covenants to appear and defend his/her interests and, subject to the Courts ruling apportioning liability and damages, to pay any and all proportionate costs, charges, attorneys fees, judgements and other expenses that may be incurred or obtained against Whatcom County.

In the event the County is required to institute legal action and/or participate in legal action to enforce this Indemnification and Hold Harmless Clause, the undersigned agrees to pay the County's legal fees, costs and disbursements in establishing the right to indemnification.

Dated this _____ day of _____, 20_____.

This agreement will remain in effect for a period of one (1) year and must be renewed each and every year to remain in effect. This agreement may be terminated by the property owner upon written notification of its termination within that one (1) year period.

Mailing Address:

City and Zip Code


LAND PARCEL ADDRESS OR LOCATION: _____

X _____
Signature

X _____
Please Print Full Name

Phone #: _____

Approved as to form:



Daniel L. Gibson, Senior Civil Deputy Prosecutor

MAINTENANCE AGREEMENTS FOR LEASED PROPERTY MUST BE SIGNED BY BOTH LESSEE AND LESSOR / LANDOWNER. If you have any questions, please call 676-6759 or 380-8111. Please return this agreement to:

Whatcom County Public Works
Maintenance and Operations
901 West Smith Road
Bellingham, WA 98226

“OWNER WILL MAINTAIN”
SPRAY OPTIONS WITH EXPLANATIONS

1. I will allow a 12” wide strip at the pavement edge to minimize road pavement damage and allow adequate drainage.

If this option is selected, Whatcom County may apply herbicides at the pavement’s edge, but not to exceed 12 inches from the pavement edge to the road shoulder.

2. Do Not spray the road shoulder or back slope (from pavement to property line) adjacent to my property.

If this option is selected, Whatcom County will apply NO chemicals to the right of way abutting your property from the road shoulder to your property line. This will eliminate option #1.

Spraying a strip a minimum of 12 inches in width adjacent to the pavement’s edge is invaluable in preventing sod build-up which otherwise hinders necessary roadway drainage. It also helps prevent root systems from deteriorating the edge of the roadway.

OWNER WILL MAINTAIN DEFAULT LETTER

Dear Resident,

You have signed a Road Right-of-Way Maintenance Agreement with Whatcom County. The terms and conditions of this agreement were:

That Whatcom County Public Works Department, Maintenance and Operations, would not use chemical herbicides on the road shoulder and/or back slope abutting your property.

It would be your responsibility to conduct right-of-way maintenance along the roadside adjacent to your property as often as necessary to ensure that no visual or drainage hazards develop and to ensure no pavement is damaged due to vegetation. This maintenance is to be at the same level as those portions of the right-of-way maintained by Whatcom County within your residential area.

As of (date) the right-of-way abutting your property has not been maintained pursuant to the terms and conditions of the road Right-of-Way Maintenance Agreement. You have ten (10) days from the date of this letter to meet the terms of the agreement. If the right-of-way is not properly maintained by (date), Whatcom County will terminate the agreement.

If the agreement is terminated due to your failure to comply with terms and conditions, Whatcom County may maintain that portion of the right-of-way adjacent to your property, which may include chemical spraying.

If you have any questions, please call either Jeff Gollen or Kelly Mankle at (360) 380-8111 or (360) 676-6759.

Sincerely,



Jeff Gollen
Maintenance and Operations Superintendent

Kelly Mankle
Vegetation Crew Leader

**OWNER WILL MAINTAIN
SIGN POSTING INSTRUCTIONS**

Please post the boundaries of your property with the signs provided by Whatcom County in accordance with the following instructions:

Signs should be securely fastened to a small post and covered in clear plastic to protect them from the weather. Place one sign at each end of your property so that it is facing toward oncoming traffic. Signs should be placed in a location that is as far away from the edge of the pavement as is reasonably possible while still remaining easily visible to approaching traffic.

For those parcels that are located at a road intersection, you will need three signs. The extra sign should be placed at the corner facing the direction of oncoming traffic. Please request the third sign when applying for the program.

Please remember that you are responsible for the reasonable maintenance of the entire area posted. Reasonable maintenance means the right-of-way abutting your property should be maintained at the same level as those portions of right-of-way maintained by Whatcom County within your area. If you have chosen the option to allow spraying the shoulder but no spraying the back slope, you are responsible only for the maintenance of the area from the ditch line to the property line. If no ditch exists you are responsible only for that portion from the shoulder outward from the roadway.

“Owner Will Maintain” agreements are good for one calendar year only. The agreement will need to be renewed on an annual basis. Anyone who has an existing agreement will be mailed a new application the following year at approximately the same time advertisements are placed in local newspapers.

**OWNER WILL
MAINTAIN**