

The background of the cover is a photograph of a field of tall, thin plants with green leaves and several purple and white flowers. The text is overlaid on this image.

# LINCOLN COUNTY NOXIOUS WEED CONTROL

## 2017 RULES AND REGULATIONS

Adopted JANUARY 17, 2017

# Table of Contents

## PAGE

3	1. INTRODUCTION
3	2. DEFINITIONS
4	3. WEED BOARD
4	3.1 ORGANIZATION
4	3.2 MEMBERSHIP
5	3.3 ELIGIBILITY TO SERVE
5	3.4 APPOINTMENT TO THE WEED BOARD
5	3.5 WEED BOARD MEMBER IN GOOD STANDING
5	3.6 RULES OF ORDER
5	3.7 RESPONSIBILITIES OF THE WEED BOARD
6	3.8 QUORUM AND VOTING MAJORITY
6	3.9 LANDOWNER COMPLAINTS
6	3.10 COMPENSATION
7	4. EMPLOYEES
7	5. ENFORCEMENT
8	6. RULES AND REGULATIONS
9	7. PUBLIC DISCLOSURE
9	8. PUBLICITY
9	9. SEVERABILITY
10	FINANCIAL NOTE

## NOXIOUS WEED CONTROL BOARD

- Vacant.....District 1
- Don Phillips, Vice-Chair.....District 2
- Vacant.....District 3
- Keith Nelson, Chair.....District 4
- Mike Rosman.....District 5

## NOXIOUS WEED CONTROL OFFICE

(509) 725-3646 OR (509) 725-3647, main office  
 FAX (509) 725-1332

405 Ross Street  
 PO Box 241  
 Davenport, WA. 99122

OFFICE HOURS:  
 6AM TO 4:30PM  
 Monday through Thursday

### FULLTIME STAFF

Kevin Hupp, Coordinator  
 Email: [klhupp@co.lincoln.wa.us](mailto:klhupp@co.lincoln.wa.us)

Kris Hubbard, Administrative Assistant  
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**These Rules and Regulations are adopted annually by the Lincoln County Noxious Weed Control Board.**

# RULES AND REGULATIONS

## 1 INTRODUCTION

- 1.1** By institution and authority of the Board of Lincoln County Commissioners, the Lincoln County Noxious Weed Control Board (weed board) was activated to carry out the mandates of the state weed control law, Chapter 17.10 RCW. These Rules and Regulations are supplemental to RCW 17.10 and WAC 16-750 for the administration of the County's noxious weed control program.
- 1.2** The mission of the weed board is to educate landowners to be responsible stewards of the land and resources, to make Lincoln County a better place to live by protecting and preserving all lands and natural resources of the County from the degrading impact of invasive noxious weeds; and to provide quality, timely, and responsive service to the residents of Lincoln County.

## 2 DEFINITIONS

These **Rules and Regulations** include the Definitions included in RCW 17.10.010 and Chapter 16-750 WAC. Unless a different meaning is plainly required by the context, the follow words or phrases shall have the following meanings:

- 2.1 ENFORCED CONTROL.** Enforcement action taken by the agency requiring owners to comply with the State weed law.
- 2.2 ACCEPTABLE CONTROL.** Landowner action that results in 85%of the noxious weeds present to be controlled.
- 2.3 INITIAL ENFORCEMENT FEE.** A monetary penalty for enforcement actions
- 2.4 NOTICE OF VIOLATION.** Shall mean that notice issued to property owners pursuant to RCW 17.10.170, requiring the owner to take prompt action.
- 2.5 NOXIOUS WEED.** Any non-native plant which, when established, is highly destructive, competitive, or difficult to

control by cultural or chemical practices.

**2.6 WEED BOARD.** means six appointed members of the Lincoln County Noxious Weed Control Board.

**2.7 BUFFER.** An area of control that allows for 100% control to keep large infestations from escaping off of the site. The size of the buffer will depend on individual situations

### **3 WEED BOARD**

**3.1 ORGANIZATION.** This organization has been activated as the Lincoln County Noxious Weed Control Board.

**3.2 MEMBERSHIP.** The weed board consists of six members. The five voting members shall reside in and represent one of five county weed districts. The chair of the county extension office shall appoint one nonvoting member. RCW 17.10.050

**3.2.1** District 1 comprises the southwest section of Lincoln County. It is bounded on the north by Township 24 N; on the west by the Grant County lines; on the east by Range 36 E; and on the south by Adams County lines.

**3.2.2** District 2 comprises the southeast section of Lincoln County. It is bounded on the north by Township 24 N; on the west by Range 35 E; on the east by the Spokane County lines; and on the south by the Adams County lines.

**3.2.3** District 3 comprises the northeast section of Lincoln County. It is bounded on the north by the Spokane River; on the west by Range 37 E; on the east by the Spokane County lines; on the south by Township 24 N.

**3.2.4** District 4 comprises the central section of Lincoln County. It is bounded on the north by Lake Roosevelt; on the west by Range 33 E; on the east by Range 37E; on the south by Township 24 N.

**3.2.5** District 5 comprises the northwest section of Lincoln County. It is bounded on the north by Lake Roosevelt; on

the west by Grant County lines; on the east by Range 34 E; on the south by Township 24 N.

- 3.3 ELIGIBILITY TO SERVE.** RCW 17.10.050 (1) requires that four of five voting members be engaged in primary production of agricultural products. There is no requirement that agriculture be a primary source of income for these members.
- 3.4 APPOINTMENT TO THE WEED BOARD.** Voting members of the weed board are appointed by the Board of Lincoln County Commissioners to serve four-year terms starting on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of the respected term.
- 3.5 WEED BOARD MEMBER IN GOOD STANDING.** A weed board member in good standing shall abide by these Program Procedures and the laws of the State of Washington.
- 3.6 RULES OF ORDER.** The Sturgis Standard Code of Parliamentary Procedure governs this organization in all parliamentary situations that are not provided for in the law or other portions of these adopted Program Procedures.
- 3.7 RESPONSIBILITIES OF THE WEED BOARD AND ITS MEMBERS.** The individual members of the weed board shall represent the people and interests of the district from which each is appointed. The weed board shall represent Lincoln County and the people and interests of the County as a whole. As provided in RCW 17.10 the weeds control office:
- 3.7.1** administers the noxious weed control program by establishing policies and procedures in accordance with statutes and legislative direction.
- 3.7.2** adopt RULES AND REGULATIONS and its annual Noxious Weed list.

- 3.7.3** conducts enforcement hearings, applies liens on properties, and conducts other public hearings and meetings as necessary during the year.
  - 3.7.4** holds a public hearing prior to adoption of land classifications for assessment purposes.
  - 3.7.5** proposes an annual budget for operation of the noxious weed control program according to established County policies.
  - 3.7.6** advertises for and accepts applications for appointment to the weed board as required, pursuant to RCW 17.10.050(2), and recommends to the Board of County Commissioners the appointment of the most qualified applicant for each position.
- 3.8 QUORUM AND VOTING MAJORITY.** The quorum and voting majority Requirements are specified in RCW 17.10.050(3). Three voting members of the board shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for any action to be adopted by the board.
- 3.9 LANDOWNER COMPLAINTS.** All complaints from landowners that are written down are considered public record.
- 3.10 COMPENSATION.** Weed board members shall receive compensation for actual, necessary expenses incurred in the performance of their official duties through the County's regular voucher system according to Board of Lincoln County Commissioners adopted travel guidelines. Expenses eligible for compensation shall include but are not limited to travel, out-of-county meals, out-of-county motel rooms, out-of-state travel, and registration fees.

## **4 EMPLOYEES**

**4.1 THE NOXIOUS WEED COORDINATOR.** The weed coordinator, as the weed board's agent, is department director of the weed agency. The weed coordinator's duties include but are not limited to those specified in RCW 17.10.060, these adopted RULES AND REGULATIONS. In addition to the duties and job functions outlined in the classification specification, the weed board delegates to the weed coordinator:

**4.1.1** full administrative responsibilities for hiring and disciplining employees; authority to approve out-of-county travel, advance travel requests and travel reimbursements;

**4.1.2** other administrative duties such as issuing requests for proposals for control contracts, and executing such contracts;

**4.1.3** authority to take enforcement actions pursuant to Chapter 17.10 RCW, as listed in section 5 of these RULES AND REGULATIONS.

## **5 ENFORCEMENT**

**5.1** The weed board uses an impartial and consistent program. Each owner is required to perform, or cause to be performed; such acts as may be necessary to control and to prevent the spread of noxious weeds on or from his/her land. Penalties for violation are defined by state weed law RCW 17.10 and Chapter 16-750 WAC.

**5.2** The weed board designates the weed coordinator as enforcement officer pursuant Chapter 7.80 RCW.

**5.3** The weed board delegates to the weed coordinator the authority to –



- 5.3.1 establish control agreements with owners to ensure compliance;
  - 5.3.2 recommend quarantines to the State Noxious Weed Control Board;
  - 5.3.3 issue Notices of Violation, Notices of Civil Infraction and Criminal Infraction; obtain Search Warrants;
  - 5.3.4 perform or instruct field technician(s) to perform actual control work of noxious weeds for enforcement of RCW 17.10.
- 5.4 The weed board establishes costs for enforcement actions as follows:
- 5.4.1 There will be an initial enforcement fee of \$500, cost of actual control work performed, cost of process service and/or postage, cost of providing all enforcement-related notices, cost of travel to site for continued inspections, cost of staff time including preparation of all documentation/photographs/evidence, etc., and any other costs related to the enforcement.

## **6 RULES AND REGULATIONS**

- 6.1 RULES AND REGULATIONS, adopted subject to RCW 17.10.060(2), shall stand in lieu of weed board constitution and bylaws. After adoption, these RULES AND REGULATIONS may be amended following a public hearing.
  - 6.1.1 A proposed amendment shall be distributed to members and staff at least two weeks prior to the public hearing when it will be considered.
  - 6.1.2 Staff shall cause notice to be published stating that amendments to the RULES AND REGULATIONS are to be considered, and public comment taken in a public hearing.

**6.1.3** Following an opportunity for public comment and discussion, voting members shall, by formal motion and vote, determine the outcome of the proposed amendment either at the public hearing or at a later open public meeting.

**6.1.4** Unless another date is specifically stated, amendments shall take immediate effect.

**7 PUBLIC DISCLOSURE.** The Weed Board follows RCW 42.17.020, 42.17.250 – 42.17.341. A few sections are extrapolated below:

**7.1 LANDOWNER COMPLAINTS.** All complaints from landowners that are in written form are considered public record as per RCW 42.17.020(36) and (42).

**7.2 CHARGE FOR COPIES.** A \$0.15/page charge will be assessed for providing copies of public records as per RCW 42.17.260(8).

**7.3 ADDITIONAL CHARGE FOR PUBLIC RECORD REQUESTS.** In addition to a charge for copies, the Weed Board will also include staff salaries, benefits, postage, or other general administrative or overhead charges associated with the requested public records.

## **8 PUBLICITY**

**8.1** The public shall be advised of the services and assistance, which will be offered.

## **9 SEVERABILITY**

**9.1** These procedures are intended to be supplemental to the provisions of Chapter 17.10 RCW. If any provision of these RULES AND REGULATIONS or their application to any person of circumstance is held invalid the remainder of these RULES AND REGULATIONS or the application of that provision to any other person or circumstance is not affected. RCW 17.10.910.

## Financial note to members annual report 2016

*The following is a financial note to incorporate in your annual/financial report. This note satisfies the State Auditor's requirement regarding pool membership and self-insurance.*

### ***Financial Note to Enduris Member Financial Statements***

Lincoln County Noxious Weed Control Board is a member of Enduris. Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services. Enduris was formed July 10, 1987 pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW. Two (2) counties and two (2) cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. As of August 31, 2016, there are 524 Enduris members representing a broad array of special purpose districts throughout the state. Enduris provides property and liability coverage as well as risk management services and other related administrative services.

Members make an annual contribution to fund Enduris and share in the self-insured retention of the jointly purchased excess and/or reinsurance coverage. The self-insured retention is:

- \$1,000,000 deductible on liability loss - the member is responsible for the first \$1,000 of the deductible amount of each claim, while Enduris is responsible for the remaining \$999,000 on a liability loss.
- \$250,000 deductible on property loss - the member is responsible for the first \$1,000 of the deductible amount of each claim, while Enduris is responsible for the remaining \$249,000 on a property loss.
- Enduris is responsible for the \$4,000 deductible on boiler and machinery loss.

Enduris acquires reinsurance from unrelated insurance companies on a "per occurrence" basis to cover all losses over the deductibles as shown on the policy maximum limits. Liability coverage is

for all lines of liability coverage including Public Official's Liability. The Property coverage is written on an "all risk", blanket basis using current Statement of Values. The Property coverage includes but is not limited to mobile equipment, boiler and machinery, electronic data processing equipment, business interruption, course of construction and additions, property in transit, fine arts, cyber and automobile physical damage to insured vehicles. Liability coverage limit is \$20 million per occurrence and property coverage limit is \$1 billion per occurrence. Enduris offers crime coverage up to a limit of \$1 million per occurrence.

Since Enduris is a cooperative program, there is a joint liability among the participating members.

The contract requires members to continue membership for a period of not less than one (1) year and must give notice 60 days before terminating participation. The Master Agreement (Intergovernmental Contract) is automatically renewed after the initial one (1) full fiscal year commitment. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in-process claims for the period they were a signatory to the Master Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with Enduris and are administered in house.

A Board of Directors consisting of seven (7) board members governs Enduris. Its members elect the Board and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for conducting the business affairs of Enduris.