

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT
FOR CONSTRUCTION PROJECTS ON OR ADJACENT TO PROPERTY OF
COLUMBIA BASIN RAILROAD COMPANY, INC.

This Right of Entry Agreement ("Agreement") is made to be effective 1/1, 2019, by and between **COLUMBIA BASIN RAILROAD COMPANY, INC. ("Railroad")**, a Washington corporation, and **MOSES LAKE IRRIGATION AND REHABILITATION DISTRICT**, a Washington municipal organization, ("**Contractor**").

WHEREAS, Railroad operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Contractor desires to perform certain construction services adjacent to and upon Railroad's right of way and/or property, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of Railroad entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railroad as follows:

SECTION 1. SCOPE OF SERVICES

Contractor will perform the following services, hereinafter described as "**Work**": Sediment excavation by railroad property/trestle to improve Pelican Horn Water Flow/Quality, as noted on Contractor's Application attached, at Moses Lake, WA.

Performance of the Work will necessarily require Contractor to enter Railroad's right of way and property as shown on **Exhibit "A"** attached hereto and incorporated herein ("**Premises**"). Contractor agrees that no work will be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railroad, and (ii) Contractor provides Railroad with the insurance contemplated herein. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president or vice-president of Contractor, Contractor will furnish Railroad with evidence certifying that the signatory is empowered to execute this Agreement.

SECTION 2. PAYMENT OF FEES

Contractor will be solely responsible for paying for the Work.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

(a) Contractor hereby waives, releases, indemnifies, defends and holds harmless Railroad for, from and against all judgments, awards, claims, demands, and expenses (including reasonable attorneys' fees), for injury or death to all persons, including Railroad's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railroad's property or right of way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILROAD, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILROAD.**

(b) **THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILROAD UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**

(c) Contractor further agrees, at its expense, in the name and on behalf of Railroad, that it will adjust and settle all claims made against Railroad, and will, at Railroad's discretion, appear and defend any suits or actions of law or in equity brought against Railroad on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railroad is liable or is alleged to be liable. Railroad will give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a brought against Railroad, Railroad may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railroad's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railroad from and against all damages, judgments, decrees, reasonable attorneys' fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

(d) It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement will survive any termination of this Agreement.

SECTION 4. INSURANCE

(a) Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverages:

(i) Commercial General Liability Insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the contract holder. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad and Iron Horse Real Estate & Property Management.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the Workers' Compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(ies) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage may be included on the policy with regard to the work being performed under this Agreement or otherwise with respect to any obligations under this Agreement.

(ii) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

(iv) Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.

(v) Railroad Protective Liability Insurance. This insurance must name only Railroad as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93).
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Railroad prior to performing any work or services under this Agreement.

(b) In addition to the foregoing, the following other requirements shall apply to this Agreement:

Where allowable by law, all policies (applying to coverage listed above) must not contain an exclusion for punitive damages.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad, for loss of its owned or leased property or property under its care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to Railroad an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance.

Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this Section 4 will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor will not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving Railroad arising out of this Agreement, Industry will make available any required policy covering such claim or lawsuit.

For purposes of this Section 4, "Railroad" means "Columbia Basin Railroad Company, Inc." and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. CONTRACTOR REQUIREMENTS

(a) While on or about the Premises, Contractor must fully comply with Railroad's "Contractor Requirements", including (but not limited to) clearance requirements and personal protective equipment requirements. Contractor will be solely responsible for fully informing itself as to Railroad's "Contractor Requirements".

(b) Contractor must ensure that each of its employees, subcontractors, agents or invitees entering upon the Premises completes the safety training program at the following Internet Website: "www.railroadeducation.com" (the "Roadway Worker Protection/Safety Orientation") within one year prior to entering upon the Premises. Additionally, Contractor must ensure that each and every employee of Contractor, its subcontractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering the Premises. Contractor must renew the Safety Orientation annually.

(c) Prior to entering the Premises, Contractor must prepare and implement a safety action plan acceptable to Railroad. Contractor must audit compliance with that plan during the course of Contractor's work. A copy of the plan and audit results must be kept at the Premises and will be available for inspection by Railroad at all reasonable times.

(d) When not in use, Contractor's machinery and materials must be kept at least 50 feet from the centerline of Railroad's nearest track. Contractor must not cross Railroad's tracks except at existing open public crossings.

SECTION 6. PROTECTION OF RAILROAD FACILITIES / FLAGGER SERVICES

(a) Railroad flagger and protective services and devices will be required and furnished when Railroad determines, in Railroad's sole discretion, that such services and devices are necessary for safety purposes, including but not limited to the following events:

- (i) when Work is located over, under or within twenty-five (25) feet from the center line of the nearest track;
- (ii) when cranes or similar equipment are positioned outside of 25-foot horizontally from track center line but could foul the track in the event of tip-over or other catastrophic occurrence;
- (iii) when any excavation is performed below the bottom of tie elevation, if, in Railroad's sole opinion track or other Railroad facilities may be subject to movement or settlement.
- (iv) when Work in any way interferes, or is likely to interfere, with the safe operation of trains at timetable speeds.
- (v) when persons, material, equipment, blasting or other hazardous activities in the vicinity present any actual or potential threat to Railroad's personnel, track, communications, signal, electrical, or other facilities.

Special permission must be obtained from Railroad before moving heavy or cumbersome objects or equipment which might result in damage, injury or making the track impassable.

(b) Contractor must give Railroad's General Manager (Tim Marshall - 509/453-9166 o. 509/969-1746 c.) a minimum of thirty (30) working days' advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (*i.e.*, bulletin the flagger's position). If flagging services are scheduled in advance by Contractor and the parties hereto subsequently determine that such services are no longer necessary, Contractor must give the Roadmaster five (5) working days' advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

(c) Flagging services will be performed solely by qualified Railroad flaggers. The costs for flaggers shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); Railroad and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Railroad labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. The flagging rate in effect at the time of performance by Contractor will be used to calculate the costs of flagging pursuant to this Section 6(c).

- (i) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by Railroad's representative.
- (ii) The cost of flagger services provided by Railroad, when deemed necessary by Railroad's representative, will be borne by Contractor.

SECTION 7. INDEPENDENT CONTRACTOR

Contractor is considered an independent contractor under this Agreement and neither Contractor nor any of its employees, subcontractors, agents or servants are considered employees of Railroad in any respect. Contractor has the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors under this Agreement are the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

SECTION 8. TRAIN DELAYS

Work performed by Contractor must not cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in writing in advance by Railroad's representative. Additionally, Contractor must not, at any time, impair the safety of Railroad operations or the operations of Railroad's lessees, licensees or other Railroad invitees. Delays to freight or passenger trains affect Railroad's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be responsible to Railroad, including its subsidiaries, affiliated companies, partners, successors and assigns, for all economic losses resulting from unscheduled delays to freight or passenger trains in accordance with the following:

- (i) Contractor will be billed for the economic losses arising from loss of use of equipment and train service employees, contractual incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, its subcontractors or by Railroad performing Work.
- (ii) The parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts with Railroad. Under such arrangements, if Railroad does not meet its contract service commitments, Railroad may (i) suffer loss of performance or incentive pay, or (ii) be subject to a penalty payment.


Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railroad which are attributable to a train delay caused by Contractor or its subcontractors.

(iii) The contractual relationship between Railroad and its passenger customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railroad will share information relevant to any train delay to the maximum extent consistent with Railroad confidentiality obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below each party's signature; to be effective, however, as of the Effective Date above.

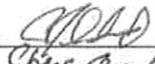
RAILROAD:

COLUMBIA BASIN RAILROAD COMPANY, INC., a Washington corporation

By: 
 Name: Nicholas Temp
 Title: President
 Date: 11-15-18

CONTRACTOR:

MOSES LAKE IRRIGATION AND REHABILITATION DISTRICT, a Washington municipal organization

By: 
 Name: Chris Overland
 Title: Manager
 Date: 11-15-18

2ND LOCATION



COLUMBIA BASIN RAILROAD
APPLICATION FOR CONTRACTOR'S RIGHT OF ENTRY

Company Name: Moses Lake Irrigation and Rehabilitation District Date: Sept. 11, 2018
(Of Permit Holder)

Address: 1055 W. Broadway Ave., Moses Lake, WA 98837

Contact Name: Chris Overland, General Manager, MLIRD/SEPA Official Tele: (509) 765-8716

State of Incorporation: Washington TAX ID NO./ SS# N/A

UBI #601154559

Station: Moses Lake County: Grant State: Washington
(Nearest City)

Purpose of Occupancy: Sediment excavation on property # 110007001 Parker Horn (Walmart Site) to improve water quality within Moses Lake.

The Parker Horn Sediment Trap (Walmart Site) acts as a depository for sediment entering Moses Lake from Crab Creek. The site has been dredged in the past and permits were issued to the Moses Lake Irrigation and Rehabilitation District (MLIRD) for its continued dredging in 2011 and again in 2016. However, equipment problems with the MLIRD hydraulic floating dredge in 2016 caused the dredging operation to end prematurely and the project was not completed. MLIRD is requesting to continue with its dredging efforts at this site utilizing small-scale tracked excavation equipment in place of the floating dredge

Dredging of the Parker Horn Sediment Trap (Walmart Site) would take place between December 1 and January 31, when the lake level of Moses Lake is at its lowest point of the year. All work would be completed in the dry. The exposed sediment at the dredge location would be removed via small-scale tracked excavation equipment and would be trucked to the MLIRD sediment handling site for post-dredge processing.

Excavation equipment and dump trucks would access the dredge site via SR 17 and through the 50 ft. railroad easement. Equipment would enter the site from the west and would depart to the east, continuing to the MLIRD sediment handling site (See Site Map). WSDOT would be notified of this activity and the appropriate permits would be received before transport of sediment would commence.

A floating turbidity curtain would be installed around the work site before any excavation would occur. A tracked excavator would scoop the sediment from the dry lakebed and load it in tracked dump trucks to be moved to the upland. No vehicles would drive through the water, but the end of the excavator bucket would enter the waterbody at the outermost margin of the excavation site in order to remove the sediment lip from the edge of the dig and thus eliminate any potential fish stranding events during future periods of water draw-down. Turbidity would be monitored using a nephelometer to be certain that no greater than 5 NTUs (Nephelometric Turbidity Units) above background are detected while work at the site is occurring. If turbidity at the site exceeds 5 NTUs, work will be stopped until the issue can be resolved. The sediment from the excavation will be transferred to over the road dump trucks and hauled to the MLIRD Connelly Park sediment depository.

Location of proposed occupancy: NE1/4 Sec:14 Twsp:19N Range:28E Railroad Mile Post SR 17 Mile Post 54.4

Name of nearest town on Railroad: Moses Lake County: Grant State: Washington

Is the work to be performed within 50 feet of a railroad track? _____ Yes x No

Will a crossing under the railroad tracks be required? x Yes _____ No If yes, at what milepost location? N/A

Total Cost of Project: \$ No project cost within railroad Right of Way. Dredging project costs are not determined at this time. Percentage of project done within 50 feet of tracks: None

Area to Occupy: N/A Feet By: N/A Feet: N/A Time Period: December 1- January 31 trucks will be entering and departing the subject parcel. Project will not occupy any part of the 50 ft. easement, but vehicles do cross over a portion of the easement to access the project location.

(Date from) December 1 (Date to) January 31 Start date is pending permit approval from additional agencies with jurisdiction.

Was this service requested by BNSF/CWR? ___ Yes x No

If yes, who requested? N/A Requestor contact number: N/A

SIGNED: _____

PRINT NAME: Chris Overland

TELEPHONE: (509) 765-8716

FAX: N/A

TITLE: General Manager

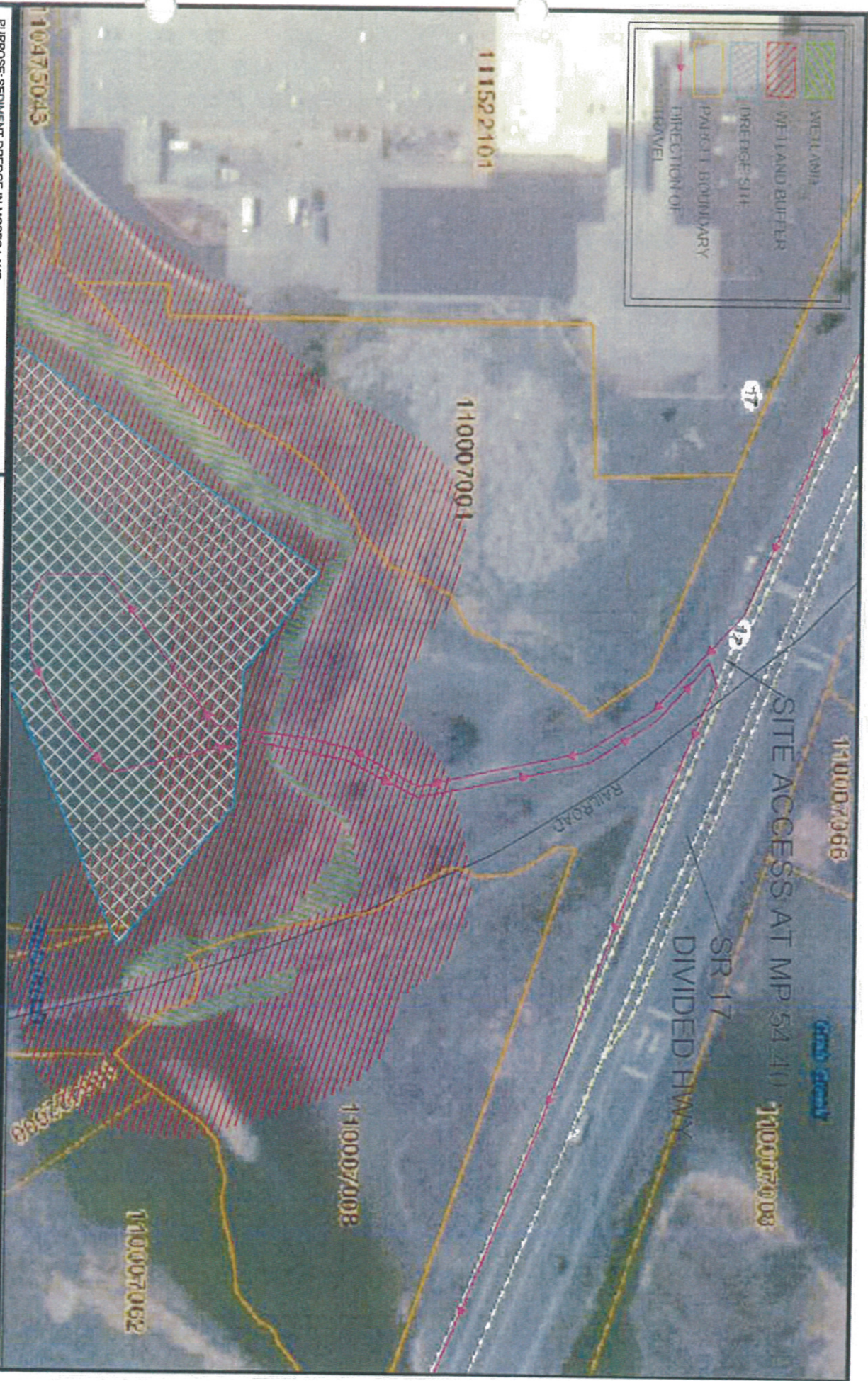
DATE: September 11, 2018

If you would like a confirmation of receipt of your application e-mailed to you, please PRINT your e-mail address:
coverland@mlird.org; erond@gretteassociates.com

Return Completed Application To:

Iron Horse Development, L.L.C.
Attn: Railroad Property Mgmt
111 University Parkway, Suite 200
Yakima, WA 98901

	WETLANDS
	WELL AND BUFFER
	EDREDGE SILL
	PARCEL BOUNDARY
	DIRECTION OF DREDGE



PURPOSE: SEDIMENT DREDGE IN MOSES LAKE

ADJACENT PROPERTY OWNERS:

- ① GRAB CREEK HOMESTEAD LLC
905 N. STRATFORD ROAD
MOSES LAKE, WA 98837-1500
- ② WAL-MART REAL ESTATE BUSINESS TRUST
P.O. BOX 8050 MS 0555
BENTONVILLE, AR 72712-8050

HIGHWAY ACCESS

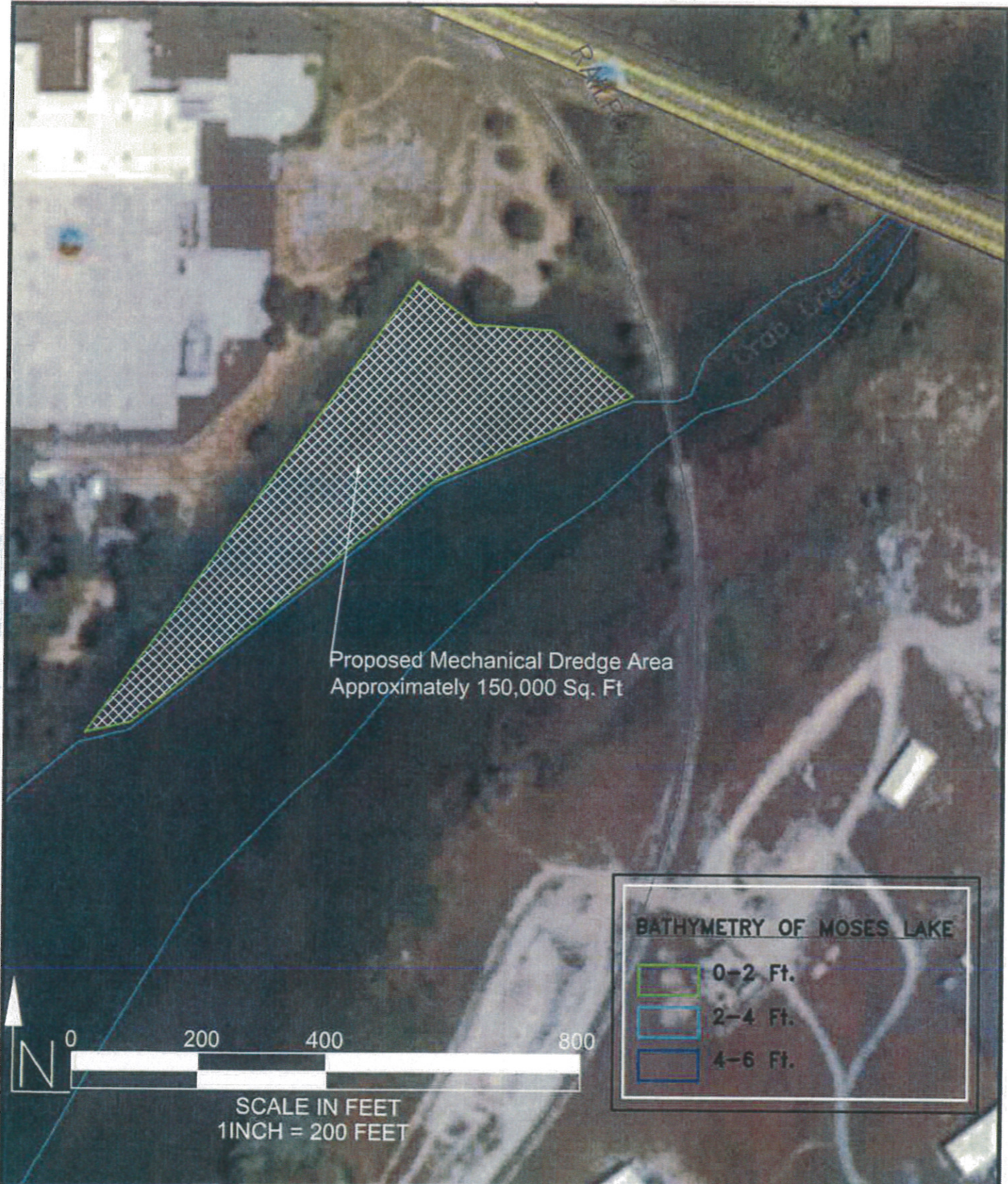


LAT: 47.1408 N; LONG: -119.2715 W

IN: MOSES LAKE
UNASSIGNED HWY 17
MOSES LAKE, WA 98837

COUNTY OF: GRANT
STATE: WA
APPLICATION BY: MOSES LAKE IRRIGATION AND
REHABILITATION DISTRICT

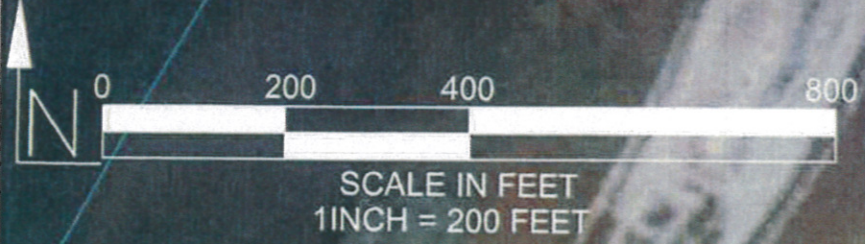
SHEET NO. 4 OF 8 DATE: 8/21/18



Proposed Mechanical Dredge Area
Approximately 150,000 Sq. Ft

BATHYMETRY OF MOSES LAKE

	0-2 Ft.
	2-4 Ft.
	4-6 Ft.




PURPOSE: SEDIMENT DREDGE IN MOSES LAKE

ADJACENT PROPERTY OWNERS:

- ① CRAB CREEK HOMESTEAD LLC
905 N. STRATFORD ROAD
MOSES LAKE, WA 98837-1500
- ② WAL-MART REAL ESTATE BUSINESS TRUST
P.O. BOX 8050 MS 0555
BENTONVILLE, AR 72712-8050

SITE MAP WALMART DREDGE

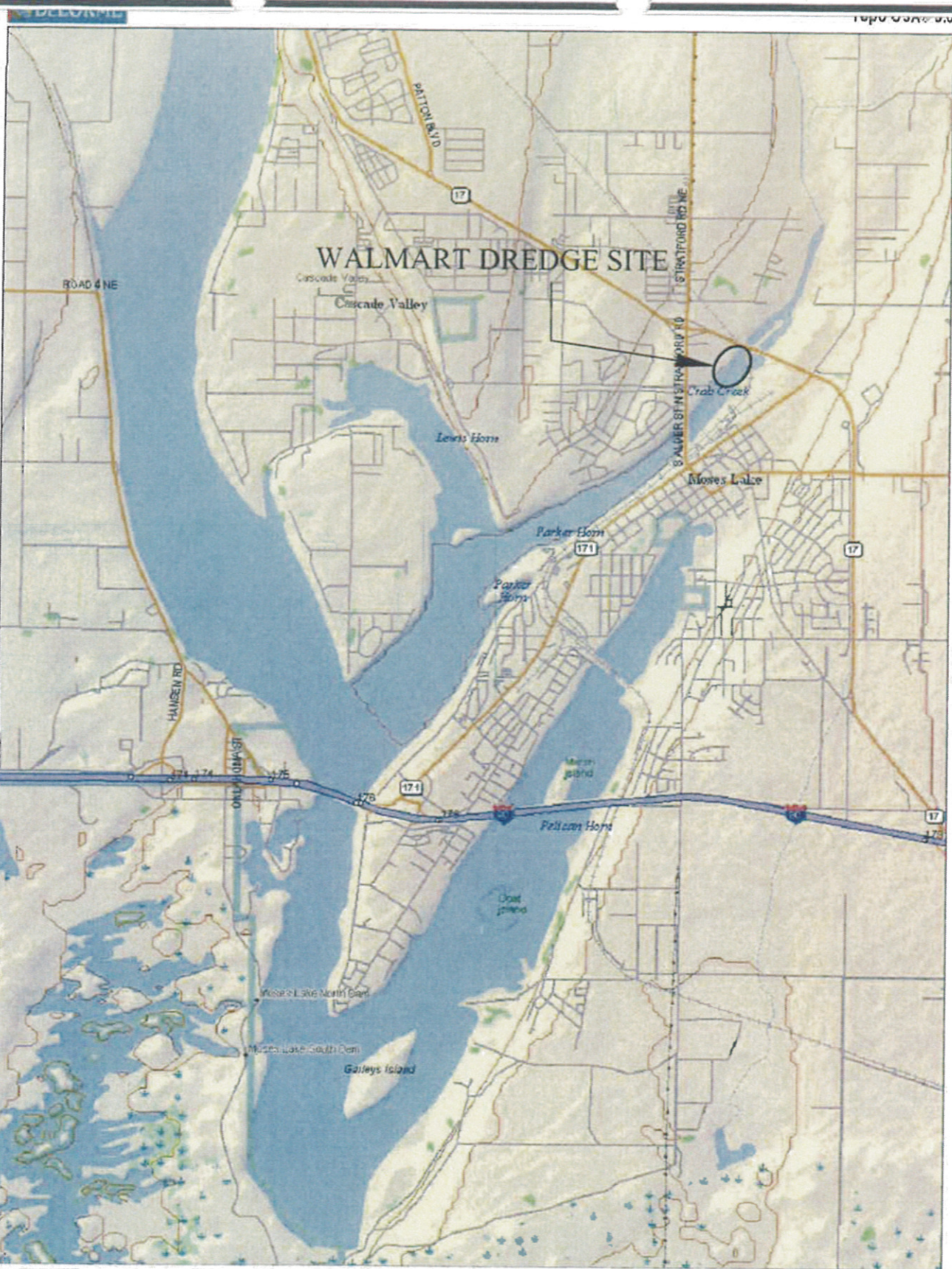
 **Grette Associates**^{LLC}
ENVIRONMENTAL CONSULTANTS

LAT: 47.1408 N; LONG: -119.2715 W

IN: MOSES LAKE
UNASSIGNED HWY 17
MOSES LAKE, WA 98837

COUNTY OF: GRANT
STATE: WA
APPLICATION BY: MOSES LAKE IRRIGATION AND
REHABILITATION DISTRICT

SHEET NO. 2 OF 8 DATE: 8/21/18



PURPOSE: SEDIMENT DREDGE IN MOSES LAKE

ADJACENT PROPERTY OWNERS:

- ① CRAB CREEK HOMESTEAD LLC
905 N. STRATFORD ROAD
MOSES LAKE, WA 98837-1500
- ② WAL-MART REAL ESTATE BUSINESS TRUST
P.O. BOX 8050 MS 0555
BENTONVILLE, AR 72712-8050

VICINITY MAP WALMART DREDGE



LAT: 47.1408 N; LONG: -119.2715 W

IN: MOSES LAKE
UNASSIGNED HWY 17
MOSES LAKE, WA 98837

COUNTY OF: GRANT
STATE: WA
APPLICATION BY: MOSES LAKE IRRIGATION AND
REHABILITATION DISTRICT

SHEET NO. 1 OF 8 DATE: 8/21/18

Eron, with the sign mounted on a sign stand, I won't need to be involved in the placement and no general permit will be needed since you technically won't have any work inside the highway right of way. If you install a gate made of a chain, be sure to mark it with orange ribbon so drivers will see the chain. A better solution is to install a Type 3 barricade at the entrance.
bill

From: Eron Drew <EronD@gretteassociates.com>
Sent: Thursday, January 3, 2019 8:40 AM
To: Gould, William <GouldW@wsdot.wa.gov>
Subject: RE: Temporary Access off of SR 17 in Moses Lake MP 54.5 Lt.

Thanks Bill,
In order to post the signs, will it be something that we coordinate through you? This is the first project I have worked on with this type of access issue so your guidance is appreciated. Will they need to apply for a general permit as well?
There will be no left turns into the property given the median, only right turns in and right turns out. I believe they will install a chain of some kind when they are not working to avoid any unwanted traffic into the site. I will be sure to follow up with them on this.
Thanks and have a good morning,
Eron

Eron Drew
Biologist
GRETTE ASSOCIATES, LLC
151 S Worthen St. Suite 101 Wenatchee, WA 98801
509-663-6300 Phone 509-664-1882 Fax
A BBB Accredited Business



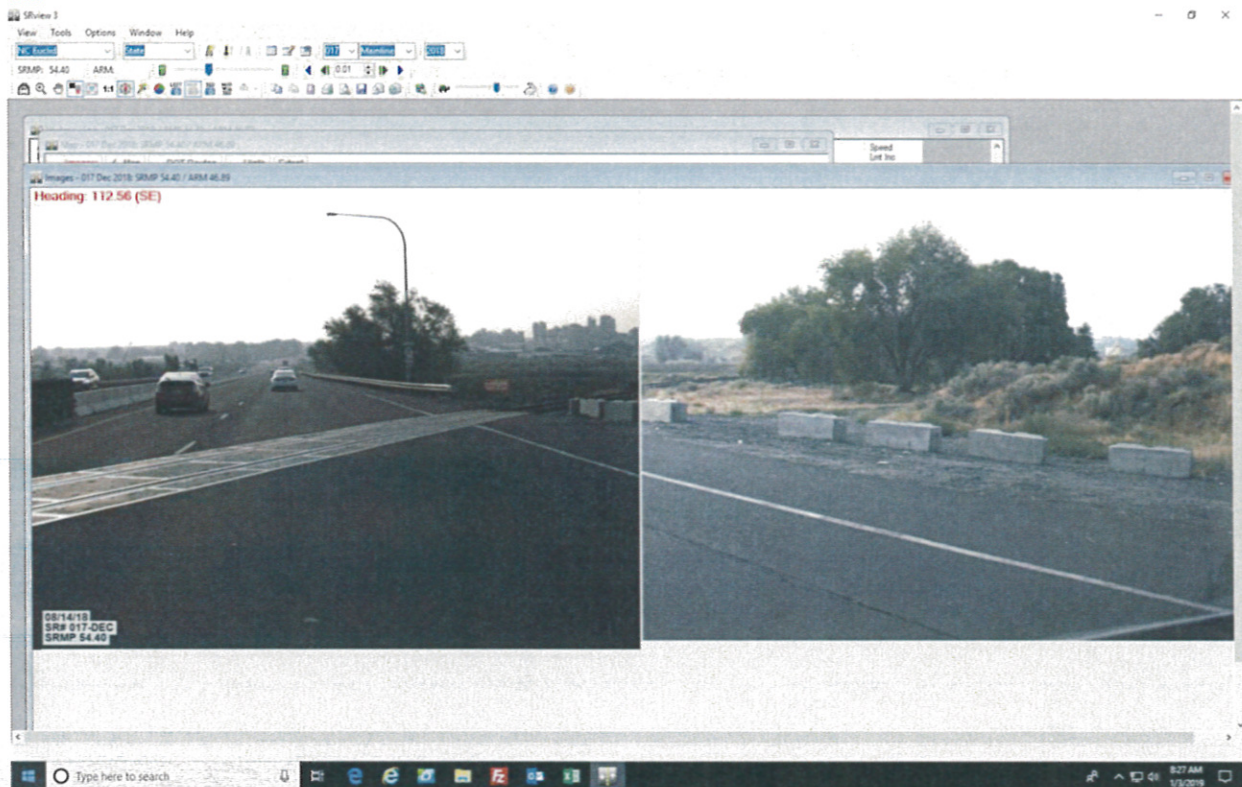
www.gretteassociates.com

Notice: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

From: Gould, William <GouldW@wsdot.wa.gov>
Sent: Thursday, January 3, 2019 8:36 AM
To: Eron Drew <EronD@gretteassociates.com>
Cc: Cervine, Scott <CervinD@wsdot.wa.gov>; Barger, Billy <BargerB@wsdot.wa.gov>; McCurdy, Wick <McCurdW@wsdot.wa.gov>
Subject: RE: Temporary Access off of SR 17 in Moses Lake MP 54.5 Lt.

Eron, looking over this site closely and with your 10 – 20 rigs using this access per day, you will need to have a 48" X 48" orange and black Truck Entering Highway sign mounted on a sign stand (Class B) placed on the right shoulder $\pm 500'$ west of the access (by the rail road symbol) Also, please ensure the access is used only as a right in – right out daytime access. Left turns into and out of the access will be allowed (the median barrier blocks sight distance). When they have a closer schedule for next winter please let us know so we can keep an eye out for this activity. I also recommend you find a way to prevent others from using the access.

Thanks,
bill



From: Eron Drew <EronD@gretteassociates.com>
Sent: Thursday, January 3, 2019 8:13 AM
To: Gould, William <GouldW@wsdot.wa.gov>
Subject: RE: Access Connection Permit in Moses Lake

Hi Bill,

We are anticipating no more than about 20 trips a day. That would be approximately 10 in and 10 out. Any more than that seems unlikely. Will this require signage?

Thanks,

Eron

Eron Drew

Biologist

GRETTE ASSOCIATES, LLC

151 S Worthen St. Suite 101 Wenatchee, WA 98801

509-663-6300 Phone 509-664-1882 Fax

A BBB Accredited Business



www.gretteassociates.com

Notice: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

From: Gould, William <GouldW@wsdot.wa.gov>
Sent: Thursday, January 3, 2019 8:11 AM
To: Eron Drew <EronD@gretteassociates.com>
Subject: RE: Access Connection Permit in Moses Lake

Good morning, Eron.

What amount of traffic are you expecting at this access? As my earlier email below asks, if you are talking about more than a couple rigs a day when the time comes, I will need you to install truck entering highway signs distanced appropriately to advise travelers of this operation.

Thanks,
bill

From: Eron Drew <EronD@gretteassociates.com>
Sent: Wednesday, January 2, 2019 12:08 PM
To: Gould, William <GouldW@wsdot.wa.gov>
Subject: RE: Access Connection Permit in Moses Lake

Hi Bill,

This is Eron Drew again. We have not corresponded since September but I am finally able to follow up on an earlier request for access to the Columbia Basin Railroad parcel at MP 54.4 pm SR 17 in Moses Lake.

I have received a signed Right of Entry agreement from the CBRR to allow the MLIRD to access their property. I was going to submit this Right of Entry agreement to you along with the site maps and the application for access. However, after re-reading your email, I am wondering if you need anything from me other than the right of entry agreement?

The work will not be completed until next winter but I want to be sure I am helping MLIRD line up all necessary permits in advance of the start date of the project.

Please let me know what information I will need to provide to you. I have attached the Right of Entry agreement to this email so you have it to look over.

Thanks for your help and Happy New Year!

Eron

Eron Drew

Biologist

GRETTE ASSOCIATES, LLC

151 S Worthen St. Suite 101 Wenatchee, WA 98801

509-663-6300 Phone 509-664-1882 Fax

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www.gretteassociates.com

Notice: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

From: Gould, William <GouldW@wsdot.wa.gov>

Sent: Friday, September 7, 2018 11:51 AM

To: Eron Drew <EronD@gretteassociates.com>

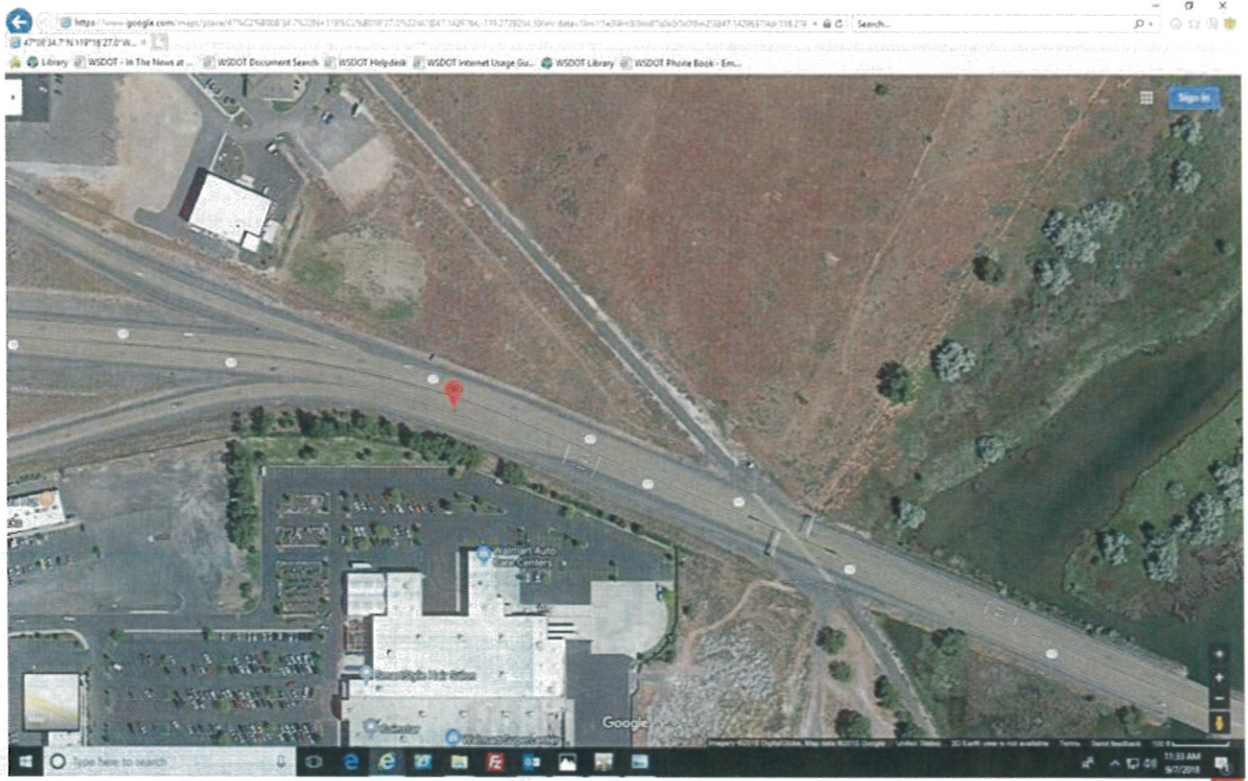
Cc: McCurdy, Wick <McCurdW@wsdot.wa.gov>; Cervine, Scott <CervinD@wsdot.wa.gov>; Barger, Billy <BargerB@wsdot.wa.gov>

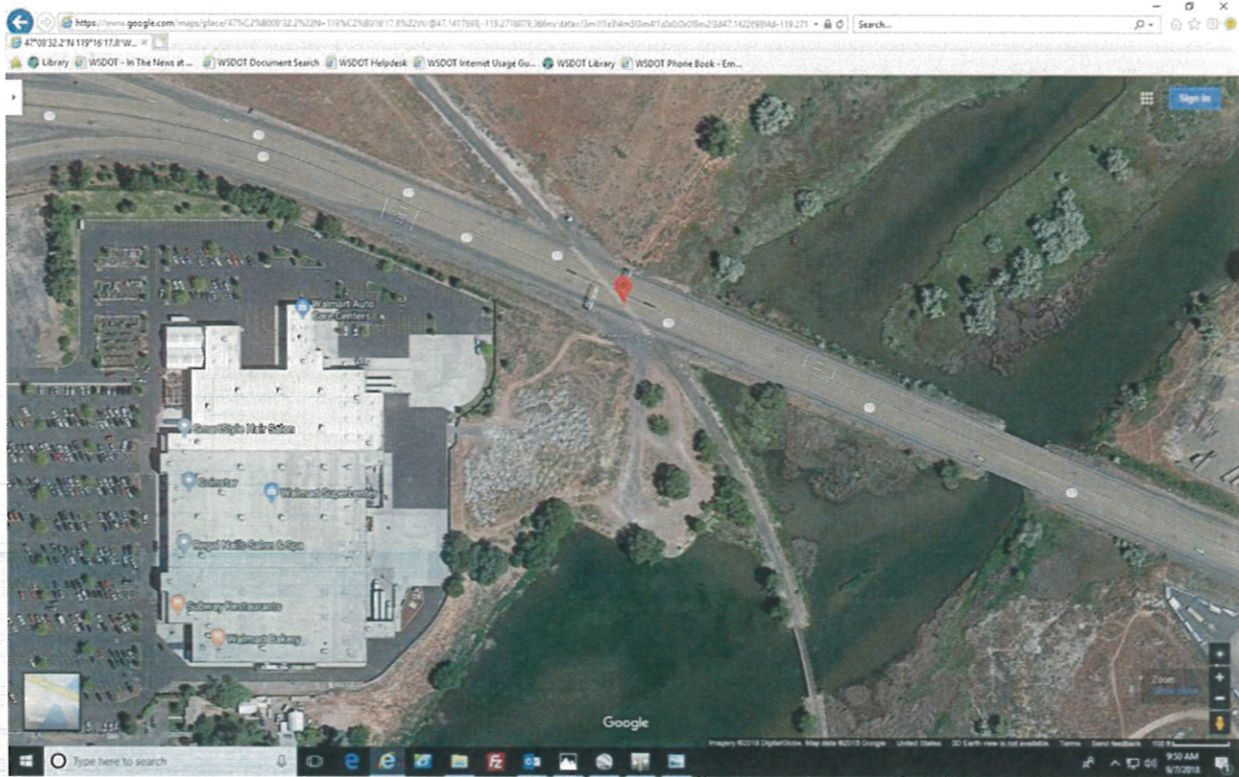
Subject: RE: Access Connection Permit in Moses Lake

Good morning, Eron.

As we discussed over the phone and following up on your email attached below, I won't need to issue you a temporary access permit for your plans to access the rail road property access shown below for trucking going right in – right out only. But, I will need to provide you a general permit to allow you to install two Class A, W42-7 "TRUCKS ENTERING HIGHWAY" signs sized 48" X 48" along the highway to advise traffic of your work (unless you are only talking one or two trucks a day – please let me know). One sign to be posted off of the on-ramp shoulder and one barrier mounted (if there is adequate room for the sign) both approx. 700' west of the entrance as noted by the orange marking in the first photo below. These signs will need to be covered when trucks are not working. Please let me know if the sign crew will need a lane closed to install and remove the barrier sign or a shoulder closure to install/remove the on ramp sign so I can provide the necessary traffic control plans in the general permit. Hopefully weather does not hinder your work with icy roads during your December 1 through January 31 work window.

Thanks,
bill





From: Eron Drew <EronD@gretteassociates.com>
Sent: Friday, September 7, 2018 8:27 AM
To: Gould, William <GouldW@wsdot.wa.gov>
Subject: RE: Access Connection Permit in Moses Lake

Hi Bill,

The parcel that is to be accessed in Grant County is #110007001. Mile marker is 54.4 on SR 17. Moses Lake Irrigation and Rehabilitation District is requesting permitting from applicable agencies to dredge dry sediment within a portion of Moses Lake at this location utilizing small-scale excavation equipment. Dry sediment would need to be trucked to their disposal facility at Connelly Park. Work would occur between December 1 and January 31. Work would be M-F from 7 AM- 5 PM. We are still working on estimating the number of loads per day that would need to leave the site. Trucks would enter the site from the west and depart to the east. There is already a large informal graveled parking area at the site that would be utilized for equipment turn-around and staging.

Please let me know what additional information you need on the project. I have printed off an Application for Access Connection Permit and have created a site plan. Are there other pieces that I need to consider?

Thank you for your help,

Eron Drew

Biologist

GRETTE ASSOCIATES, LLC

151 S Worthen St. Suite 101 Wenatchee, WA 98801
509-663-6300 Phone 509-630-7917 Cell 509-664-1882 Fax

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From: Gould, William <GouldW@wsdot.wa.gov>
Sent: Thursday, September 6, 2018 4:57 PM
To: Eron Drew <EronD@gretteassociates.com>
Subject: RE: Access Connection Permit in Moses Lake

Hi, Eron.

To learn the history, what is the access for, the duration for its use, and the parcel it will be entering?

Thanks,
bill

From: McGlothern, Cynthia
Sent: Thursday, September 6, 2018 4:53 PM
To: Eron Drew <EronD@gretteassociates.com>
Cc: Gould, William <GouldW@wsdot.wa.gov>
Subject: RE: Access Connection Permit in Moses Lake

Hi Eron,
I have forwarded your email to Bill Gould, he is your state access contact.

Thanks,
Cindy

Cynthia McGlothern
WSDOT – NCR
(509) 667-2910

From: Eron Drew <EronD@gretteassociates.com>
Sent: Thursday, September 6, 2018 3:42 PM
To: McGlothern, Cynthia <McGlotC@wsdot.wa.gov>
Subject: Access Connection Permit in Moses Lake

Hello Cindy,

My name is Eron Drew. I am a biologist with Grette Associates, LLC in Wenatchee. I am currently working on a project in Moses Lake that will require a temporary access permit to State Route 17. I wanted to see if you are the person I should talk with about this. I have printed off the application form but thought it would be best to discuss the project over the phone so that I am certain I am filling out the form correctly. When you have a moment, please let me know if you are the appropriate contact or if I should be speaking with someone else.

Thanks and have a great afternoon,
Eron

Eron Drew

Biologist

GRETTE ASSOCIATES, LLC

151 S Worthen St. Suite 101 Wenatchee, WA 98801

509-663-6300 Phone 509-630-7917 Cell 509-664-1882 Fax

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HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: December 18, 2018
Project End Date: December 15, 2023

Permit Number: 2018-2-252+01
FPA/Public Notice Number: N/A
Application ID: 16573

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Moses Lake Irrigation and Rehabilitation District ATTENTION: Chris Overland P.O. Box 98 Moses Lake, WA 98837	Grette Associates LLC ATTENTION: Ryan Walker 151 S Worthen St, Ste 101 Wenatchee, WA 98801-3025

Project Name: Moses Lake Parker Horn Dredge

Project Description: The Moses Lake Irrigation and Rehabilitation District proposes to dredge the area known as the Parker Horn Sediment Trap (Walmart Site) utilizing small-scale track equipped excavation equipment in order to remove accumulated sediment. The area of dredging would be approximately 150,000 sq. ft in area and would remove approximately 12,000 cu. yds of sediment. The purpose of the project is to improve water quality within Moses Lake and maintain the sediment trap at the Walmart site. The MLIRD was issued permits to dredge in 2011 and 2016 utilizing a hydraulic floating dredge and pump. However, rocks in the sediment clogged the intake, caused substantial damage to the cutterhead, and prevented the dredge from operating properly. The MLIRD proposes to utilize excavation equipment to finish the proposed dredging work in lieu of the hydraulic floating dredge and pump.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on December 19, 2018 and you must complete the project by December 15, 2023; provided: all work to remove sediments from Moses Lake below the ordinary high water line (OHWL) are completed in the dry during the winter draw-down period between November 15th and February 28th of each permitted year .
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted in the online application and documents approved by the Washington Department of Fish and Wildlife, entitled Parker Horn (Walmart Site) Dredge Critical Areas Report and Mitigation Plan, dated August 2018. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <http://wdfw.wa.gov/publications/search.php?Cat=Aquatic Invasive Species>.

NOTIFICATION REQUIREMENTS

- 4. NOTIFICATION REQUIREMENT:** You or your agent/contractor must notify the Habitat Biologist listed below no less than three business days before starting work, and again within seven days after completing the work to arrange for a post-project inspection. The notification must include the permittee's name, project location, starting date for work or completion date of work, and the permit number for this Hydraulic Project Approval.



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5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

8. Use existing roadways or travel paths.

9. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.

10. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the wetted perimeter.

11. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

12. Use equipment below the OHWL that reduces ground pressure.

13. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

14. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

15. Conduct dredge work in a dry work area (when no natural flow is occurring on the sediment bar).

16. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

17. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

18. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

19. Prevent project contaminants, such as petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

20. Route any construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

21. Use jute rolls, sediment fencing, floatable containment booms and/or other methods to prevent sediment and sediment laden water from contacting waters of the state.

22. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater.



HYDRAULIC PROJECT APPROVAL

Washington Department of
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23. Deposit all trash from the project at an appropriate upland disposal location.

DREDGING

- 24. Limit dredging to deepening the sediment trap area. Do not disturb the banks.
- 25. Conduct work while the sediment bar is dry (when no natural flow is occurring on the sediment bar).
- 26. To avoid fish stranding, the bed must not contain pits, potholes, or large depressions upon completion of the dredging.
- 27. Dispose of dredged bed materials outside the flood plain so materials will not reenter waters of the state.

DEMOBILIZATION AND CLEANUP

- 28. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 29. Seed riparian and upland areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 30. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.
- 31. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.
- 32. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
- 33. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Moses Lake Parker Horn Dredge N. Stratford Road, Moses Lake, WA 98837					
WORK START:	December 1, 2018			WORK END:	December 1, 2023	
WRIA	Waterbody:			Tributary to:		
41 - Lower Crab	Moses Lake			Crab Creek		
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
NW 1/4	14	19 N	28 E	47.1408	-119.2718	Grant
<u>Location #1 Driving Directions</u>						

The subject property is located within Parker Horn of Moses Lake. From downtown Moses Lake, follow N. Stratford Road to the intersection with State Route 17. Turn right onto State Route 17 eastbound, and turn right at mile marker 54.4; where the Columbia Basin Railroad tracks cross over SR 17. Park at the cement barriers and continue on foot to the project location.

APPLY TO ALL HYDRAULIC PROJECT APPROVALS



HYDRAULIC PROJECT APPROVAL

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Permit Number: 2018-2-252+01
FPA/Public Notice Number: N/A
Application ID: 16573

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



HYDRAULIC PROJECT APPROVAL

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PO Box 43234
Olympia, WA 98504-3234
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FPA/Public Notice Number: N/A
Application ID: 16573

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.



HYDRAULIC PROJECT APPROVAL

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Permit Number: 2018-2-252+01
FPA/Public Notice Number: N/A
Application ID: 16573

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Eric.Pentico@dfw.wa.gov
Eric Pentico 509-754-4624, Ext:215

Eric D. Pentico for Director
WDFW



May 1, 2019

Grette Associates
Ryan Walker
151 S. Worthen Street, Suite 101
Wenatchee WA, 98801

SUBJECT: Notice of Decision - Shoreline Conditional Use Permit, C-R Zone Conditional Use Permit

Location: Parker Horn – Walmart Side

Dear Mr. Walker:

The City of Moses Lake Planning Commission has reviewed and approved the Parker Horn Shoreline Conditional Use and C-R Zone Conditional Use Permits for the above mentioned location. The conditions of approval for the permits are enclosed as attachment A. The approval is consistent with the applicable conditions and informational requirements within the Moses Lake Municipal Code. The Commission decision will be forwarded to the Department of Ecology for review once the local decision is final. Pursuant to WAC 173-27-190(1) construction pursuant to this permit shall not begin and is not authorized until twenty-one days from the date of filing with the DOE or until all review proceedings initiated within twenty-one days from the date of such filing. The local decision on the shoreline permits is considered final as of April 11, 2019 as no appeals have been filed.

Construction associated with the shoreline permit, shall be commenced within two years of the effective date of a shoreline permit and shall terminate 5 years after the effective date of a shoreline permit. In both cases a one year extension may be authorized if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record and the department. Compliance with future City of Moses Lake codes, policies, or standards relative to this proposal shall not be waived by the specific conditions of this approval. This approval will not be extended unless a request for extension is submitted to the Council and is approved.

Staff is available to meet with you to explain the conditions of approval for your project. If you would like to set up an appointment, please contact me at the number above and I will make arrangements with the appropriate staff members.

Cordially,

A handwritten signature in blue ink that reads 'Kris Robbins'.

Kris Robbins
Associate Planner
Community Development Department

Enclosure: Attachment A - Planning Approval Conditions

cc: Community Development Director - File
Grant County Assessor, PO Box 37, Ephrata, WA 98823
MLIRD, Chris Overland, P.O. Box 98 Moses Lake, WA 98837

**SHORELINE MANAGEMENT ACT
PERMIT DATA SHEET AND TRANSMITTAL LETTER**

From: City of Moses Lake
Community Development Dept.
P. O. Box 1579
Moses Lake, WA 98837
Phone: (509)764-3750

To: Department of Ecology
ATTN: Regional Compliance Coordinator
Shorelands Program
4601 N. Monroe, Suite 100
Spokane, WA 99205-1295
Date Received by DOE: _____

Date: May 1, 2019
MLIRD – Walmart Side (LUA 2019-0009)

Type of Permit:
Substantial Development Permit

City of Moses Lake's Decision:
Conditionally Approved

Owner's Information:
Name: Moses Lake Irrigation
and Rehabilitation District
Address: PO Box 98
Moses Lake, WA 98837

Contact Information:
Name: Grette Associates
Address: 151 S. Worthen St.
Suite 101, Wenatchee, WA
98801

Is the applicant the property owner: Yes

Location of the Property

Dredging will occur in the area of Parker Horn of Moses Lake, WalMart side of the site; south of SR17 and Columbia Basin Railroad Crossing.

Water Body Name: Moses Lake

Shoreline of Statewide Significance: Yes

Environment Designation: Aquatic and High-Intensity Resource

Description of the Project:

Remove up to 12,000 cubic yards of sediment from a 150,000 square foot area of Parker Horn with small scale track equipped excavation equipment. The small excavator will work in the dry and scoop sediment from the lakebed and load it into tracked dump trucks. The sediment will be transferred to over-the-road trucks and hauled off site to the Connelly Park disposal site.

Notice of Application Date: January 15, 2019

Final Decision Date: March 28, 2019

By:  _____

City of Moses Lake

**SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT PERMIT
CITY OF MOSES LAKE**

- Substantial Development Permit
 Conditional Use Permit
 Variance Permit

Application No. SSDP 19-0009
Administrative Agency: City of Moses Lake
Date Received: January 15, 2019
Approved: March 28, 2019

Pursuant to RCW 90.58, a permit is hereby granted to Moses Lake Irrigation and Rehabilitation District (MLIRD) to undertake the following development within Moses Lake and/or its associated wetlands: Remove up to 12,000 cubic yards of sediment from a 150,000 square foot area of Parker Horn with small scale track equipped excavation equipment. The small excavator will work in the dry and scoop sediment from the lakebed and load it into tracked dump trucks. The sediment will be transferred to over-the-road trucks and hauled off site to the Connelly Park disposal site.

The project will be within shorelines of state-wide significance (RCW 90.58.030). The project will be located within an Aquatic and High-Intensity Resource designation. The following master plan provisions are applicable to this development: Chapter 8-15, Dredging and Dredge Material Disposal; Chapter 12-20-050 Shoreline Conditional Use Permits.

Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions:

1. Since ground disturbance leads to wees and dust, the portions of the site not proposed for development as part of the current project shall remain undisturbed as much as possible. .
2. The proponent shall notify the Community Development Department and arrange for inspections included prior to beginning site disturbance, prior to beginning dredging, at dredging start up, periodically during dredging operations, and at completion of dredging each season.
3. Storm water shall be retained on site, using best management practices, both during construction and afterwards. No untreated storm drainage, either overland or by pipe, shall be allowed to the lake, wetland or buffer.

This permit is granted pursuant to the Shorelines Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state, or local statutes, ordinances, or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.58.140 (8) in the event the permittee fails to comply with the terms and conditions hereof.

Construction pursuant to this permit will not begin or is not authorized until twenty-one (21) days from the date of filing as defined in RCW 90.58.140 (6) and WAC 173-27-130 (6) and (7), or until all review proceedings initiated within twenty-one (21) days from the date of such filing have terminated; except as provided in RCW 90.58.140 (5)(a).

Date:

May 8, 2019



City of Moses Lake

PLANNING COMMISSION APPROVAL CONDITIONS

The Shoreline Conditional Use and C-R Zone Conditional Use Permits to continue dredging of Parker Horn was reviewed by the City of Moses Lake Planning Commission on March 14, 2019 and the findings of fact were adopted March 28, 2019. The Commission approved the shoreline permits to subject to the following conditions:

1. Since ground disturbance leads to weeds and dust, the portions of the site not proposed for development as part of the current project shall remain undisturbed as much as possible. .
2. The proponent shall notify the Community Development Department and arrange for inspections included prior to beginning site disturbance, prior to beginning dredging, at dredging start up, periodically during dredging operations, and at completion of dredging each season.
3. Storm water shall be retained on site, using best management practices, both during construction and afterwards. No untreated storm drainage, either overland or by pipe, shall be allowed to the lake, wetland or buffer.

Contact Information:

COMMUNITY DEVELOPMENT DEPT.

Contact: Kris Robbins
Phone: (509)764-3751

MUNICIPAL SERVICES-ENGINEERING

Contact: Fred Snoderly, Director
Phone: (509)764-3777

BUILDING PERMITS

Contact: Kevin Myre, Building Official
Phone: (509)764-3752

FIRE DEPARTMENT

Contact: Brett Bastian, Fire Chief
Phone: (509)764-3850