KRRC

Public Records Requests

Email

August 2010

(3 of 4)

Search all emails where the Subject OR Body contains all of the following 'KRRC" OR "gun club" OR "revolver club" OR "4900 Seabeck" OR "safety complaint"'

In accordance with RCW 42.56.210 Personal Records Exemption (Personal addresses, phone numbers, email addresses, etc.) have been redacted from the attached record.

KRRC Email AUGUST 2010 (3 of 4) - Exemption Log				
Pursuant to RCWs 42.56.070 and 5.60.060(2) (a), the records listed below are exempt from disclosure:				
DATE	**EMAIL AUTHOR**	**EMAIL RECIPIENT**	**SUBJECT**	**REMARKS**
8/16/2010	Gary K Koon	Neil R. Wachter	Re: KRRC - confidential	Attorney Work Product
8/13/2010	Neil R. Wachter	Gary K Koon	KRRC - confidential	Attorney Work Product
8/5/2010	Neil R. Wachter	Gary K Koon	KRRC - confidential	Attorney Work Product
8/5/2010	Gary K Koon	Neil R. Wachter	KRRC - confidential	Attorney Work Product
8/16/2010	Neil R. Wachter	Gail and Kevin Gross	Re: KRRC CONFIDENTIAL	Attorney Work Product
8/15/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL	Attorney Work Product
8/16/2010	Gary K Koon	Neil R. Wachter	KRRC - confidential	Attorney Work Product
8/16/2010	Neil R. Wachter	Gail and Kevin Gross	Re: KRRC CONFIDENTIAL	Attorney Work Product
8/16/2010	Tracey L. Hamilton-Oril	Neil R. Wachter	RE: Question re KRRC - confidential	Attorney Work Product
8/11/2010	Neil R. Wachter	Tracey L. Hamilton-Oril	Question re KRRC - confidential	Attorney Client Privilege
8/16/2010	Neil R. Wachter	Gail and Kevin Gross	Re: KRRC CONFIDENTIAL	Attorney Work Product
8/16/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL (w/ Attached Declaration)	Attorney Work Product
8/16/2010	Neil R. Wachter	Gail and Kevin Gross	Re: KRRC CONFIDENTIAL	Attorney Work Product
8/16/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL	Attorney Work Product
8/17/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL	Attorney Work Product
8/17/2010	Neil R. Wachter	Don Burger	krrc - confidential	Attorney Work Product
8/17/2010	Neil R. Wachter	Don Burger	krrc - confidential attormey client communication	Attorney Work Product
8/17/2010	Don Burger	Neil R. Wachter	RE: krrc - confidential attormey client communication	Attorney Work Product
8/18/2010	Don Burger	Neil R. Wachter	RE: krrc - confidential attormey client communication	Attorney Work Product
8/17/2010	Neil R. Wachter	Don Burger	krrc - confidential attormey client communication	Attorney Work Product
8/18/2010	Neil R. Wachter	Don Burger	RE: krrc - confidential attormey client communication	Attorney Work Product
8/18/2010	Don Burger	Neil R. Wachter	RE: krrc - confidential attormey client communication	Attorney Work Product
8/18/2010	Neil R. Wachter	Don Burger	RE: krrc - confidential attormey client communication	Attorney Work Product
8/18/2010	Holdcroft, Grant	Neil R. Wachter	KRRC cover letter.doc;KRRC ii Field ReportFinal.docm	Attorney Client Privilege
8/18/2010	Steve Mount	Neil R. Wachter	RE: Sampling at KRRC Attorney Client Confidential Work Product	Attorney Client Privilege
8/19/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL	Attorney Work Product
8/19/2010	Neil R. Wachter	Terry Allison	krrc confidential	Attorney Work Product
8/19/2010	Neil R. Wachter	Steve Mount	RE: krrc question - confidential attorney client communication	Attorney Client Privilege
8/19/2010	Steve Mount	Neil R. Wachter	RE: krrc question - confidential attorney client communication	Attorney Client Privilege
8/19/2010	Neil R. Wachter	Steve Mount, Steve Heacock	krrc question - confidential attorney client communication	Attorney Client Privilege
8/19/2010	Neil R. Wachter	Lisa J. Nickel, Shelley E. Kneip	RE: krrc question - confidential attorney client communication	Attorney Work Product
8/19/2010	Shelley E. Kneip	Neil R. Wachter, Lisa J. Nickel	RE: krrc question - confidential attorney client communication	Attorney Work Product
8/19/2010	Lisa J. Nickel	Shelley E. Kneip,Neil R. Wachter	RE: krrc question - confidential attorney client communication	Attorney Work Product
8/19/2010	Neil R. Wachter	David Greetham, Steve Heacock	RE: krrc question - confidential attorney client communication	Attorney Client Privilege
8/19/2010	David Greetham	Neil R. Wachter, Steve Heacock	RE: krrc question - confidential attorney client communication	Attorney Client Privilege
8/19/2010	Neil R. Wachter	Roy P. Barton	RE: KRRC question - confidential attorneywork product	Attorney Work Product
8/19/2010	Roy P. Barton	Neil R. Wachter	RE: KRRC question - confidential attorneywork product	Attorney Work Product
8/19/2010	Neil R. Wachter	Roy P. Barton	RE: KRRC question - confidential attorneywork product	Attorney Work Product
8/19/2010	Steve Mount	Cindy Read, Neil R. Wachter	KRRC Mapping Attorney Client Confidential	Attorney Client Privilege
8/19/2010	Neil R. Wachter	Terry Allison	RE: krrc confidential	Attorney Work Product
8/19/2010	Gail and Kevin Gross	Neil R. Wachter	KRRC CONFIDENTIAL	Attorney Work Product
8/20/2010	Neil R. Wachter	Gary K Koon	krrd declaration issue - confidential - 1st email KG exhibits 11-24	Attorney Work Product
8/20/2010	Neil R. Wachter	Gary K Koon	krrd declaration issue - confidential - 2nd email KG exhibits 28-37	Attorney Work Product
8/20/2010	Neil R. Wachter	Gary K Koon	krrd declaration issue - confidential - 2nd email KG exhibits 28-37 (Attachment: Koon Declaration-Working copy 082010.doc)	Attorney Work Product

Don Burger

From: Scott Diener [SDiener@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 9:26 AM
To: Carolyn Gourley; Doug Frick; David Greetham; Kim Dunn; Linda Jones; Patty Charnas; Steve Mount
Subject: RE: New Wade Larson PDR

C:

There were no hearings for the PC, at least since mid-2005.

S

From: Carolyn Gourley
Sent: Wednesday, August 11, 2010 3:33 PM
To: Scott Diener; Patty Charnas; Doug Frick; David Greetham; Steve Mount; Kim Dunn; Linda Jones
Subject: FW: New Wade Larson PDR

Greetings All:

I know we've submitted several items already, but if you could all read through the entire emails, I would greatly appreciate it. And if you know of anyone else in our department who should be looking into this please let me know.

Where there hearings on this project? Would there be any minutes for a planning commission meeting or any other meeting minutes?

Thanks for your assistance in this matter!

Carolyn Gourley
Office Assistant II - Environmental Programs
Boundary Review Board Chief Clerk
Public Disclosure Liason
619 Division St M/S 36
Port Orchard WA 98366
cgourley@co.kitsap .wa.us

From: Don Burger
Sent: Wednesday, August 11, 2010 3:23 PM
To: Dana Daniels; Deanna Erstad; Nancy Hahn; Rebecca Pirtle; Carolyn Gourley; Doug Bear; Kevin M. Howell; Kathy Collings; Monica Stuart; Karen Brezler; Connie Herron; Mark Rufener; Jim Dunwiddie
Cc: Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: New Wade Larson PDR

All - Please see the below e-mail and get back to me as soon as possible with your estimates of how long you believe it should take to produce the requested records. I will send Mr. Larson his standard 5-day letter. Inclusive dates should be Feb 11, 2009 thru August 11, 2010.

Have a nice day! - Don

From: Wade Larson [mailto:wadelarson2@[redacted]]
Sent: Wednesday, August 11, 2010 3:07 PM
To: Don Burger
Subject: PDR

Don,

I sat in on a study session with the BOCC this morning, and I learned that comments forwarded to them were not recorded at the Kitsap 1 database. They were handled by their assistants, who apparently filed them on their own storage medium.

To sum up what information I wish with this new knowledge is, I want all records of comments regarding Kitsap Rifle and Revolver Club for the last 1 -1/2 years at all sources they may have been routed. This includes Kitsap 1, DCD, all 3 Commissioners, County Administrator, Prosecuting Attorney, Sherriff, and Parks Department.

I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Scott Diener [SDiener@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 9:17 AM
To: Don Burger
Cc: Carolyn Gourley
Subject: FW: Fwd: Question about proceedure

Don: Here is the only correspondence I have had, but it was directly with Wade.

Regards,
Scott

-----Original Message-----
From: Scott Diener
Sent: Thursday, December 24, 2009 1:01 PM
To: Wade Larson
Cc: Jim Dunwiddie; David Greetham; David Lynam
Subject: Re: Fwd: Question about proceedure

Wade: See below in bold. You ought to try to schedule a meeting with the following people in one room: Jim Dunwiddie, Parks/Rec Director (the parks programming side), Larry Keeton, DCD Director (the gun club use side) and Dave Lynam (who can provide the background on code issues). You should ask these folk to provide any additional staff at the meeting who are familiar with the history, code violations, etc. Regarding the new agreement, you should ask that someone be there who is familiar with it (I do not know who that is, perhaps someone from the Commissioners' Office).

I am out of the office next week and am locked up until Jan 13 on workplan activities. I encourage you to start with the folk above.

Regards,
Scott

>>> Wade Larson < wadelarson2@[redacted] > 12/2/2009 1:57 PM >>>

Scott,
Thank you for a very thorough response on all questions. (it's refreshing to see answers) I can't say much for the latterall pass, but I can work with that.
Please clear these two questions up so I am sure on these points.

1.DCD did not have anything to do with the KRRC land purchase or the land swap. (planning, code compliance, negotiations etc.) I do not believe that we did and I did not hear of any DCD involvement. However, you should contact David Lynam, Fire Marshal and Code Compliance Manager to learn more, if any (dlynam@co.kitsap.wa.us or 360-337-4966). He is Cc'd on this email.
2. The BCC subdivided the 520 acre piece I am not familiar with whether subdivision actually occurred (if it did, I am sure it was in compliance with state law) , changed the use of one piece of the land from resource (lease) to private commercial ownership I am not sure about these activities, and am not sure if doing so would violate any applicable law, so long as there are no zoning use issues , and will turn the other part over to Parks, to change it's use also, without going through a SEPA review I am not as familiar with SEPA as our SEPA official, but may suggest that a permit triggers SEPA and that if a project does not require a permit than a SEPA review may not be required (I am Cc'ing Dave Greetham, SEPA Official) , and this does not bother anyone?

In closing: There are some private landowners still left around here that care what happens in their area, and are asking for the rules to be followed so we may have the protections the present rules afford us. This is not NIMBYISM, it is calling our government out to do it right, so it does not have to be done again.Rules of use should have been set down before possession. The gun club was getting out of hand, (noise, they have been very quiet lately),they may go back to their old ways.
If that 520 acres were private, there would be all kinds of conditions, hearrings etc. before it was approved for a different use.

Wade Larson

--- On Wed, 12/2/09, Scott Diener < sdiener@co.kitsap.wa.us > wrote:

From: Scott Diener < sdiener@co.kitsap.wa.us >
Subject: Fwd: Question about proceedure
To: "David Lynam" < DLynam@co.kitsap.wa.us >, "Steve Mount" < SMount@co.kitsap.wa.us >
Cc: "Larry Keeton" < LKeeton@co.kitsap.wa.us >, wadelarson2@[redacted]
Date: Wednesday, December 2, 2009, 7:40 PM

See bold below. I do not know the history of this. I am Cc'ing Wade so that he knows we are moving on this.

Are they required to file for a CUP? Wade references in phone calls that there are compliance issues and perhaps agreement issues (due to the exchange of land) that are not being followed up on (for example, perhaps hours of operation, Sunday AM).

I have sent the email below to Dept of Parks and Rec (DPR) and have preliminarily answered some of the process questions (asking DPR to supplement info where needed).

In any case, Wade is asking the County and gun range to live up to obligations.

Wade: By sending this email and the earlier one, I think I have done what I can and will bow out of further contact on the matter (neither DPR, Code Compliance, or County Commissioner functions are within my realm). I also saw Jim Dunwiddie (Director of DPR) this AM and reminded him that he needs to contact you (he agreed).

Regards,
Scott

>>> Wade Larson < wadelarson2@[redacted] > 11/25/2009 12:55 PM >>>

Scott,
As per our phone conversation yesterday, I am sending you my question in writing.

Can a department of the county perform it's own planning process?
If so can a department perform that process on a piece of land it does not have in it's inventory? Who oversees this process

In regards to a change in use of a piece of land, what is the required proceedure to obtain approval for that change? Is there director(DCD) discretion allowed in this requirement? Please provide references to the reolution, code, or other relevent document.

In regards to the KRRC (gun club) what action has been taken on their failure to apply for a conditional use permit?

Does the county have wetland biologists on staff? Have they done an assessment on the new parcel near the gun Club? If this land becomes a Park, does an environmental impact study need tto be done? Should this be done before the Park is planned?

Wade Larson
[redacted]
wadelarson2@[redacted]

Don Burger

From: Gary K Koon [gkkoon@[redacted]
Sent: Monday, August 16, 2010 9:01 AM
To: Neil R. Wachter
Subject: Re: KRRC - confidential

[redacted]

On Aug 13, 2010, at 3:09 PM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:

> Dear Gary:
>
[redacted]
>
[redacted]
>
> Thanks,
>
> Neil
>
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>
> -----Original Message-----
> From: Gary K Koon [mailto:gkkoon@[redacted]
> Sent: Thursday, August 05, 2010 10:41 PM
> To: Neil R. Wachter
> Subject: Re: KRRC

>
[redacted]
>
> Respectfully,
> Gary
>
> Sent from my iPad
>
> On Aug 5, 2010, at 11:26 AM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:
>
>> Dear Mr. Koon:
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[redacted]
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>> Thanks,
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>> Neil
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>>
>> Neil R. Wachter
>>
>> Sr. Deputy Prosecuting Attorney
>>
>> Kitsap County Prosecutor's Office, Civil Division
>>
>> 614 Division Street, MS-35A
>>
>> 360-337-4979 direct
>>
>> 360-337-7083 facsimile
>>
>> nwachter@co.kitsap.wa.us
>>
>>
>>
>> Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.
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Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 8:16 AM
To: John W. Miller
Cc: R'Lene Orr
Subject: RE: New Wade Larson PDR

John - Thanks. Quite frankly, instead of spending an innordinate amount of time on this PDR, I'd prefer to get the e-mails regarding Chris Henry's (Kitsap Sun) request from July 14th regarding emails about KCCHA/Norm McLoughlin (Oct 1, 2007 - Oct 31, 2008) and Oct 1, 2006 - Sept 30, 2007). That is a big one (which may require a lot of review).

Thanks - Don

From: John W. Miller
Sent: Sunday, August 15, 2010 12:44 PM
To: Don Burger
Cc: Dana Daniels; R'Lene Orr; Ed Sherman; Alan Rudman
Subject: RE: New Wade Larson PDR

I ran the search, and came up with 1130 emails but the export is running extremelt slowly. It may not be ready on Moday, but I will keep monitoring it and let you know Monday morning how it is doing.

When I return I'll apply an upgrade which should fix the export issues

John

From: Don Burger
Sent: Thursday, August 12, 2010 8:34 AM
To: John W. Miller
Cc: Dana Daniels; R'Lene Orr
Subject: FW: New Wade Larson PDR

John - Would it be possible to review emails for Dana Daniels, Deanna Erstad, Nancy Hahn, Nancy Buonanno-Grennan, Steve Mount, Carolyn Gourley, Kathy Collings, Josh Brown, Steve Bauer, Charlotte Garrido, and Jim Dunwiddle, between February 2009 and August 11, 2010 that contain any of the keywords "KRRC," "Gun," "Club," "Rifle," "Revolver," "noise," "safety"?

Thanks - Don

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Have a nice day! - Don

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I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 7:18 AM
To: John W. Miller
Subject: RE: New Wade Larson PDR

Thanks - Don

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Sent: Wednesday, August 11, 2010 3:07 PM
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Thank you,
Wade Larson

Don Burger

From: Audrey Shannon [AShannon@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 6:58 AM
To: sjunis@juno.com
Cc: Steve Mount
Subject: RE: Kitsap Rifle and Revolver Noise

Good morning. Yes, this email address has been functioning properly since the date of my last email. All concerns can be emailed to that address.

From: sjunis@juno.com [mailto:sjunis@[redacted]]
Sent: Friday, August 13, 2010 9:22 PM
To: Audrey Shannon
Cc: Steve Mount
Subject: RE: Kitsap Rifle and Revolver Noise

Audrey,

I wanted to follow -up your e-mail about the problem of filing complaints on help@kitsap1.com

Has this been corrected? We are adding more and more people to our group and they have all asked where to file complaints. Can I safely say they can write to this address and their complaints will be logged and maintained. Thanks

Skip Junis

---------- Original Message ----------
From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: "'sjunis@juno.com'" <sjunis@juno.com>, Steve Mount <SMount@co.kitsap.wa.us>
Subject: RE: Kitsap Rifle and Revolver Noise
Date: Mon, 2 Aug 2010 10:06:32 -0700

Good morning. I understand that there has been some trouble getting this message through due to an email address error. I just wanted to drop you a line to let you know that I have received this email and sent a case to the appropriate parties.

Thank you,

Audrey Shannon

Kitsap 1 Supervisor

614 Division St. MS-26

Port Orchard, WA 98366

Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: sjunis@[redacted] [mailto:sjunis@[redacted]
Sent: Monday, August 02, 2010 6:26 AM
To: Audrey Shannon; Steve Mount
Subject: Kitsap Rifle and Revolver Noise

County Officials,

The excessive gun noise noise continues. Saturday July 31, there was loud continuous gun fire. It sounded like m16's, automatic and there were explosions, which means KRRC was shooting at "tennerite" containers taped to targets. This is a binary explosive and should not be allowed in the county, especially at a gun range.

I am sick in bed and was unable for most of the afternoon to sleep in my own bedroom. Granted I had the windows open, due to summer heat, but my house is over 1.5 miles from the gun club.

When is the county going to address this problem. This club is operating with out any permits.

Skip Junis

NEWS: Macbook for $23.74?
Special Report: Macbooks are being auctioned for an incredible 80% off!
QuiBids.com

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 11:03 AM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL
Attachments: Declaration-Working Copy w Table NRWrev4_15 Aug 2010.doc

[redacted]

Neil

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]
Sent: Sunday, August 15, 2010 8:45 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

[redacted]

Sincerely,
Kevin Gross

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 2:14 PM
To: Gary K Koon
Subject: RE: KRRC - confidential

[redacted]

Neil
[redacted]

-----Original Message-----
From: Gary K Koon [mailto:gkkoon@[redacted]
Sent: Monday, August 16, 2010 9:01 AM
To: Neil R. Wachter
Subject: Re: KRRC - confidential

[redacted]

On Aug 13, 2010, at 3:09 PM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:

> Dear Gary:
>

[redacted]

>
> Thanks,
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> Neil
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> -----Original Message-----
> From: Gary K Koon [mailto:gkkoon@[redacted]]
> Sent: Thursday, August 05, 2010 10:41 PM
> To: Neil R. Wachter
> Subject: Re: KRRC
>
[redacted]
>
> Respectfully,
> Gary
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> Sent from my iPad
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> On Aug 5, 2010, at 11:26 AM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:
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[redacted]
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>> Thanks,
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>> Neil
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>> Neil R. Wachter
>>
>> Sr. Deputy Prosecuting Attorney
>>
>> Kitsap County Prosecutor's Office, Civil Division
>>
>> 614 Division Street, MS-35A
>>
>> 360-337-4979 direct
>>
>> 360-337-7083 facsimile
>>

>> nwachter@co.kitsap.wa.us
>>
>>
>>
>> Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.
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Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 11:59 AM
To: Neil R. Wachter
Subject: RE: Question re KRRC - confidential

[redacted]

From: Neil R. Wachter
Sent: Wednesday, August 11, 2010 3:09 PM
To: Tracey L. Hamilton-Oril
Subject: Question re KRRC - confidential

[redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 11:51 AM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL

[redacted]

Thanks,

Neil 337-4979

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]]
Sent: Sunday, August 15, 2010 8:45 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

Sincerely,
Kevin Gross

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 2:24 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: Declaration-Working Copy w Table NRWrev4_15 Aug 2010.doc

[redacted]

Sincerely,
Kevin Gross

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 2:25 PM
To: gmaiers@[redacted]
Subject: Request

Hi - would you be willing to call me about the KRRC?

Thank you,

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

s
t rifle

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 2:25 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: Explanation of MSN Live Photos.docx

PART 2 OF 4

Flood of 2007 – The series of photos created and posted on MSN Live by KRRC was entitled "Flood 2007". This series is also currently available on the KRRC website at http://www.gunsafety.org/photos.htm Although we downloaded the album from MSN Live (where they no longer exist) I have now downloaded the Flood 2007 album from KRRC website. According to the KRRC website, the photos were taken by Shaun Lane on December 3rd 2007, and to the best of my knowledge they were posted to MSN Live on December 4th 2007.

The Metadata (embedded information in the digital photograph, aka 'Properties') associated with the Flood 2007 photos indicate they were taken with a Canon EOS Digital Rebel XT at around 0930 am on December 4th 2007.

Family Fun Day 2009 – The Metadata (embedded information in the digital photograph, aka 'Properties') associated with Family Fun Day 2009 photos indicate they were taken with a Canon EOS 40D at 7:10 pm on September 5th 2009. This is corroborated by their online calendar at http://www.gunsafety.org/calendar.htm

Independence Day 2009 -- The Metadata (embedded information in the digital photograph, aka 'Properties') associated with Independence Day 2009 photos indicate they were taken on July 4th 2009. This is corroborated by their online calendar.

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 2:26 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: 72 Stop Work Order Sign Covered.jpg

PART 3 OF 4

Don Burger

From: John W. Miller [JWMiller@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 2:24 PM
To: Don Burger
Cc: Alan Rudman; R'Lene Orr; Ed Sherman
Subject: RE: New Wade Larson PDR

I was advised that this one was due ASAP so I was working on it as I'm able while I'm on vacation. I will switch over to the other one as requested, but I'm still having trouble with the export function and may not be able to resolve it until I return.

John

From: Don Burger
Sent: Monday, August 16, 2010 8:16 AM
To: John W. Miller
Cc: R'Lene Orr
Subject: RE: New Wade Larson PDR

John - Thanks. Quite frankly, instead of spending an innordinate amount of time on this PDR, I'd prefer to get the e-mails regarding Chris Henry's (Kitsap Sun) request from July 14th regarding emails about KCCHA/Norm McLoughlin (Oct 1, 2007 - Oct 31, 2008) and Oct 1, 2006 - Sept 30, 2007). That is a big one (which may require a lot of review).

Thanks - Don

From: John W. Miller
Sent: Sunday, August 15, 2010 12:44 PM
To: Don Burger
Cc: Dana Daniels; R'Lene Orr; Ed Sherman; Alan Rudman
Subject: RE: New Wade Larson PDR

I ran the search, and came up with 1130 emails but the export is running extremelt slowly. It may not be ready on Moday, but I will keep monitoring it and let you know Monday morning how it is doing.

When I return I'll apply an upgrade which should fix the export issues

John

From: Don Burger
Sent: Thursday, August 12, 2010 8:34 AM
To: John W. Miller
Cc: Dana Daniels; R'Lene Orr
Subject: FW: New Wade Larson PDR

John - Would it be possible to review emails for Dana Daniels, Deanna Erstad, Nancy Hahn, Nancy Buonanno-Grennan, Steve Mount, Carolyn Gourley, Kathy Collings, Josh Brown, Steve Bauer, Charlotte Garrido, and Jim Dunwiddle, between February 2009 and August 11, 2010 that contain any of the keywords "KRRC," "Gun," "Club," "Rifle," "Revolver," "noise," "safety"?

Thanks - Don

From: Don Burger
Sent: Wednesday, August 11, 2010 3:23 PM
To: Dana Daniels; Deanna Erstad; Nancy Hahn; Rebecca Pirtle; Carolyn Gourley; Doug Bear; Kevin M. Howell; Kathy Collings; Monica Stuart; Karen Brezler; Connie Herron; Mark Rufener; Jim Dunwiddie
Cc: Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: New Wade Larson PDR

All - Please see the below e-mail and get back to me as soon as possible with your estimates of how long you believe it should take to produce the requested records. I will send Mr. Larson his standard 5-day letter. Inclusive dates should be Feb 11, 2009 thru August 11, 2010.

Have a nice day! - Don

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 11, 2010 3:07 PM
To: Don Burger
Subject: PDR

Don,
I sat in on a study session with the BOCC this morning, and I learned that comments forwarded to them were not recorded at the Kitsap 1 database. They were handled by their assistants, who apparently filed them on their own storage medium.
To sum up what information I wish with this new knowledge is, I want all records of comments regarding Kitsap Rifle and Revolver Club for the last 1 -1/2 years at all sources they may have been routed. This includes Kitsap 1, DCD, all 3 Commissioners, County Administrator, Prosecuting Attorney, Sherriff, and Parks Department.
I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 2:27 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: 73 Stop Work Order Signs Visible.jpg

PART 4 OF 4

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 3:10 PM
To: John W. Miller
Cc: Alan Rudman; R'Lene Orr; Ed Sherman
Subject: RE: New Wade Larson PDR

John - This is Mr. Larson's most recent request is in a string of about four or five PDRs he has submitted. We do need to see if there are any records, but it can go to the back of the line. The Kitsap Sun (Chris Henry) request is due soon, it's been here the longest, and is a lot more complicated. My priority for getting these knocked out is:

1. Chris Henry (Kitsap Sun) - KCCHA/Norm McLoughlin emails (2 parts) PDR Due Sept 2
2. Chris Dunagan (Kitsap Sun) E-mails regarding Kitsap County Shorelines Master Program Update Task Force Due Sept 23
3. Wade Larson - KRRC complaints PDR Due Sept 16
4. Terry Allison -E-mails regarding KRRC Range design/safety PDR Due Sept 16

Hope this helps. I appreciate the fact that you're away, we can get together as soon as you get back.

Cheers! - Don

From: John W. Miller
Sent: Monday, August 16, 2010 2:24 PM
To: Don Burger
Cc: R'Lene Orr; Ed Sherman; Alan Rudman
Subject: RE: New Wade Larson PDR

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From: Don Burger
Sent: Wednesday, August 11, 2010 3:23 PM
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Cc: Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: New Wade Larson PDR

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I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]]
Sent: Monday, August 16, 2010 3:11 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: KRRC Calendar listed training.xlsx

Here is a spread sheet giving the various military training dates. Three photos to follow of the April 19, 2010 FAH Navy Training session.

Military Training at Kitsap Rifle and Revolver Club

Source: Kitsap Rifle and Revolver Club website (Monthly Calendars)

Dates: July 2008 to May 2010

Month	Date	Year	Time	Calendar Listing	Comments
July	14	2008	8am-4pm	FAH Navy Training	
July	15	2008	8am-4pm	FAH Navy Training	
July	17	2008	8am-4pm	FAH Navy Training	
July	18	2008	8am-4pm	FAH Navy Training	
Aug.	11	2008	8am-4pm	FAH Navy Training	
Aug.	12	2008	5pm-10pm	FAH Navy Training	
Aug.	14	2008	8am-4pm	FAH Navy Training	
Aug.	15	2008	8am-4pm	FAH Navy Training	
Sept.	15	2008	8am-4pm	FAH Navy Training	
Sept.	16	2008	5pm-10pm	FAH Navy Training	
Sept.	18	2008	8am-4pm	FAH Navy Training	
Sept.	19	2008	8am-4pm	FAH Navy Training	
Oct.	20	2008	8am-4pm	FAH Navy Training	
Oct.	21	2008	3pm-10pm	FAH Navy Training	
Oct.	23	2008	8am-4pm	FAH Navy Training	
Oct.	24	2008	8am-4pm	FAH Navy Training	
Dec.	8	2008	8am-4pm	FAH Navy Training	
Dec.	9	2008	10am-8pm	FAH Navy Training	
Dec.	11	2008	8am-4pm	FAH Navy Training	
Dec.	12	2008	8am-4pm	FAH Navy Training	
Feb.	2	2009	7:30am-4pm	FAH Navy Training	
Feb.	4	2009	12pm-7pm	FAH Navy Training	
Feb.	5	2009	7:30am-4pm	FAH Navy Training	
Mar.	2	2009	8am-4pm	FAH Navy Training	
Mar.	3	2009	12pm-7pm	FAH Navy Training	
Mar.	5	2009	8am-4pm	FAH Navy Training	
Mar.	6	2009	8am-4pm	FAH Navy Training	
Apr.	6	2009	7:30am-4pm	FAH Navy Training	
Apr.	7	2009	1pm-9pm	FAH Navy Training	
Apr.	9	2009	7:30am-4pm	FAH Navy Training	
Apr.	10	2009	7:30am-4pm	FAH Navy Training	
May	11	2009	7:30am-4pm	FAH Navy Training	
May	12	2009	2pm-10pm	FAH Navy Training	
May	13	2009	7:30am-4pm	FAH Navy Training	
May	14	2009	7:30am-4pm	FAH Navy Training	
May	15	2009	7:30am-4pm	FAH Navy Training	
May	26	2009	1pm-7pm	USNS Bridge Training	
May	27	2009	8am-4pm	USNS Bridge Training	
June	15	2009	7:30am-4pm	FAH Navy Training	
June	16	2009	2pm-10pm	FAH Navy Training	
June	18	2009	7:30am-4pm	FAH Navy Training	

Month	Date	Year	Time	Calendar Listing	Comments
June	19	2009	7:30am-4pm	FAH Navy Training	
July	6	2009	no times listed	Coast Guard Training	
July	7	2009	no times listed	Coast Guard Training	
Sept.	14	2009	7:30am-4pm	FAH Navy Training	
Sept.	15	2009	2pm-10pm	FAH Navy Training	
Sept.	16	2009	7:30am-4pm	FAH Navy Training	
Sept.	17	2009	7:30am-4pm	FAH Navy Training	
Sept.	18	2009	7:30am-4pm	FAH Navy Training	
Oct.	26	2009	no times listed	Navy Training	
Oct.	27	2009	no times listed	Navy Training	
Oct.	29	2009	no times listed	Navy Training	
Oct.	30	2009	no times listed	Navy Training	
Nov.	22	2009	no times listed	FAH Instructor Training	
Nov.	23	2009	no times listed	FAH Instructor Training	
Nov.	23	2009	8am-4pm	Navy Training	
Nov.	24	2009	no times listed	FAH Instructor Training	
Nov.	25	2009	no times listed	FAH Instructor Training	
Nov.	30	2009	8am-4pm	Navy Training	
Dec.	7	2009	7:30am-4pm	FAH Navy Training	
Dec.	8	2009	1pm-9pm	FAH Navy Training	
Dec.	10	2009	7:30am-3:30pm	FAH Navy Training	
Dec.	11	2009	7:30am-3:30pm	FAH Navy Training	
Dec.	14	2009	8am-4pm	Navy MK43 Training	
Feb.	1	2010	8am-4pm	FAH Navy Training	
Feb.	3	2010	11am-8pm	FAH Navy Training	
Feb.	4	2010	8am-4pm	FAH Navy Training	
Feb.	5	2010	8am-4pm	FAH Navy Training	
Mar.	15	2010	no times listed	FAH Navy Training	
Mar.	16	2010	no times listed	FAH Navy Training	
Mar.	18	2010	no times listed	FAH Navy Training	
Mar.	19	2010	no times listed	FAH Navy Training	
Apr.	10	2010	no times listed	Army Qualifications	Did not take place
Apr.	19	2010	no times listed	FAH Navy Training	Three photos from this training
Apr.	20	2010	no times listed	FAH Navy Training	
Apr.	22	2010	no times listed	FAH Navy Training	
Apr.	23	2010	no times listed	FAH Navy Training	
May	24	2010	no times listed	FAH Navy Training	Probably did not take place
May	25	2010	no times listed	FAH Navy Training	Probably did not take place
May	27	2010	no times listed	FAH Navy Training	Probably did not take place
May	28	2010	no times listed	FAH Navy Training	Probably did not take place

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 3:16 PM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL

[redacted]

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]
Sent: Monday, August 16, 2010 3:11 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

Here is a spread sheet giving the various military training dates. Three photos to follow of the April 19, 2010 FAH Navy Training session.

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]]
Sent: Monday, August 16, 2010 3:17 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: A Navy Shooting KRRC 19 April 2010 001.jpg

PHOTO 1 OF 3

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]]
Sent: Monday, August 16, 2010 3:18 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: B Navy Shooting KRRC 19 April 2010 002.jpg

PHOTO 2 OF 3

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 3:19 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: USS KENTUCKEY Shooting at KRRC 19 Apr 2010.pptx

PHOTO 3 OF 3

Don Burger

From: Maaren Stroble [MStroble@co.kitsap.wa.us]
Sent: Tuesday, August 17, 2010 9:06 AM
To: Connie Herron
Subject: RE: PDR / Larson

I do not have anything.

Maaren Stroble

Kitsap County Sheriff Office
Admin Asst - Patrol
360-337-7221

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

All -

Attached is a public disclosure request from Wade Larson, requesting **"All records of comments regarding the Kitsap Rifle and Revolver Club for the past 1 1/2 years and all sources they may have been routed".**

Please check your records and advise if you have anyf responsive documents to this request. If you know of anyone else that may be able to respond, please forward onto them and advise me as well.

A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

Subject:	Meet w/Terry Allison Re: KRRC
Start:	Thu 8/19/2010 1:00 PM
End:	Thu 8/19/2010 2:00 PM
Recurrence:	(none)
Organizer:	Neil R. Wachter

Don Burger

From: Glenn Maiers [gmaiers@[redacted]
Sent: Monday, August 16, 2010 5:49 PM
To: Neil R. Wachter
Subject: Re: Request

Sure. Just tried your phone but would have been surprised to find anyone working late if they didn't have to. I will hopefully find some time tomorrow morning to touch base with you.

Glenn
---- Original Message -----

From: Neil R. Wachter
To: gmaiers@[redacted]
Sent: Monday, August 16, 2010 2:24 PM
Subject: Request

Hi - would you be willing to call me about the KRRC?

Thank you,

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 4:09 PM
To: Neil R. Wachter
Subject: Re: KRRC CONFIDENTIAL

Kevin is gone right now--he can work on it this evening so that you can have it back by first thing tomarrow morning.
Gail

----- Original Message -----
From: Neil R. Wachter
To: Gail and Kevin Gross
Sent: Monday, August 16, 2010 3:34 PM
Subject: RE: KRRC CONFIDENTIAL

[redacted]

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]
Sent: Monday, August 16, 2010 2:24 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

[redacted]

Sincerely,
Kevin Gross

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 3:36 PM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL

I'll print, don't need a CD in any hurry.

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]
Sent: Monday, August 16, 2010 3:27 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

----- Original Message -----
From: Neil R. Wachter
To: Gail and Kevin Gross
Sent: Monday, August 16, 2010 3:16 PM
Subject: RE: KRRC CONFIDENTIAL

[redacted]

From: Gail and Kevin Gross [mailto:kevinandgail@wavecable.com]
Sent: Monday, August 16, 2010 3:11 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Monday, August 16, 2010 3:35 PM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL

[redacted]

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]]
Sent: Monday, August 16, 2010 2:24 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

Sincerely,
Kevin Gross

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Monday, August 16, 2010 3:27 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

[redacted]

----- Original Message -----
From: Neil R. Wachter
To: Gail and Kevin Gross
Sent: Monday, August 16, 2010 3:16 PM
Subject: RE: KRRC CONFIDENTIAL

[redacted]

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Here is a spread sheet giving the various military training dates. Three photos to follow of the April 19, 2010 FAH Navy Training session.

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Tuesday, August 17, 2010 9:21 AM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: Declaration-Working Copy w Table NRWrev5_17 Aug 2010.doc

[redacted]

Sincerely,
Kevin Gross

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

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e

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]]
Sent: Tuesday, August 17, 2010 9:22 AM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: KRRC Equipment Parked at Property Corner 002.jpg

Photograph of front end loader tractor

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]
Sent: Tuesday, August 17, 2010 10:16 AM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: NHHP Workshop 13 April 2010.pdf

The attached are my written notes from the April 13th 2010 meeting of the Newberry Hill Heritage Park Workshop #5. Since Gail was unable to attend I took notes for her.

Do you want any of this material?

Sincerely,
Kevin Gross

Using USDA Trail management stds.

will use professional wetlands Delineation using mapping to produce a GIS file of boundaries and existing trails

Moving Plan development into the stewardship committee.

Every 3rd Thur? KHS
(at web site)

What subcomm. of the stewardship Comm would hear
Martha will publish the process

Finish Master Plan by May
Goes to wed 21 Apr @ Kingston.

Proposing 5 parking locations + maybe one at "bumpout" by County Fire sta.

"There are no parking/entrances along East side so (distributed) parking on west side is essential.

"No boundary changes" since we began = no; "we are (entertaining) no discussions with the gun club."

Marcus said they have proposed exchange of 14.3 acres from west (wetland) to north east corner "for security" not for expansion.

"... would open up wild life corridor"

"Anticipate something formal for presentation by the end of the week."

Agenda

- Refined Master Plan Concept *(from March 2010)*

  for review of Master Plan Process (Nov. 2009 – March 2010), including all presentations & public comment, see: www.kitsapgov.com/parks/ and click on "Planning/Capital Projects"

- Status of DNR Land Exchange for final 315 acres

- Status of Master Plan Final Report *(formerly the Trail Mgt Rpt)*

- Trail Management Process & Wetlands Delineation
  - Map Existing Trails to create GIS map
  - Professional Wetlands Delineation analysis of trails in/near wetland buffer zones
  - Plan for rerouting/abandonment/new trails as needed
  - Approval from Parks Staff, Parks Director, and PRAB
  - Approval from RCO
  - Implement!

- Next Steps

Kitsap County Parks and Recreation
360.337.5350 ph. 360.337.5365 fax
http://www.kitsapgov.com/parks
614 Division Street, MS-1
Port Orchard, WA 98366

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, August 17, 2010 3:20 PM
To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: krrc - confidential attorney client communication

Don:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, August 17, 2010 4:06 PM
To: Don Burger
Subject: FW: krrc - confidential attorney client communication

Thanks,

Neil

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Sent: Tuesday, August 17, 2010 3:20 PM
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Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Tuesday, August 17, 2010 4:30 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication
Attachments: Allison PDR ComBrown'sFile.PDF

Neil - [redacted]

[redacted] Cheers - Don

From: Neil R. Wachter
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To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: krrc - confidential attorney client communication

Don:

[redacted]

Thanks,

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KITSAP COUNTY BOARD OF COMMISSIONERS

Efficient, accessible and effective county services

Steve Bauer
DISTRICT 1

Charlotte Garrido
DISTRICT 2

Josh Brown
DISTRICT 3

Nancy Buonanno Grennan
County Administrator

March 18, 2009

Subject: March 18th DNR Public Hearing
Proposed Land Exchange between DNR & Kitsap County

Comments to be included in the public record:

In a letter to the Department of Natural Resources dated September 19th, 2003, the Kitsap County Board of Commissioners discussed their strong interest in pursuing a long-range strategy to establish a heritage park in Central Kitsap. These parcels are the subject of the public hearing this evening. I have attached this letter to be included in this public record.

At the time of this letter, the Kitsap County Commissioners were briefed on a grant proposal submitted to the Interagency Committee for Outdoor Recreation (IAC) by the Kitsap Rifle & Revolver Club (KRRC). IAC had requested and was granted assurance by the Kitsap County Board of Commissioners that the Club and its improvements were not at odds with the County's long-term interest in the property, and would not jeopardize future planning efforts. This conclusion has not changed.

For over 80 years, the Kitsap Rifle & Revolver Club has provided a much needed amenity in Central Kitsap. The land swap currently being discussed provides both DNR and Kitsap County the opportunity to consolidate parcels for mutual benefits. This afternoon, I met with several members of the Kitsap Rifle & Revolver Club, including Executive Officer Marcus Carter. The KRRC presented me with a proposal that detailed Club concerns and sought to alleviate uncertainties surrounding this land exchange.

In the spirit of partnership, I committed to the Club members that I would recommend to the Kitsap County Board of Commissioners an extension of KRRC lease to a 15-year term between the Club and Kitsap County. This new lease would not possess a "Non-Default Termination" clause found in Section 4.03 of the current agreement. After the anticipated land exchange has been completed, Kitsap County would enter into a long-rage public planning process for the Newberry Hill Heritage Park. I expect this planning process will recognize the lease and presence of the KRRC.

I will brief the County Commissioners at our next public meeting on my recommendations and look forward working with KRRC on this partnership.

Sincerely,

Josh Brown
Kitsap County Commissioner

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

KITSAP COUNTY BOARD OF COMMISSIONERS

Chris Endresen
DISTRICT 1

Jan Angel
DISTRICT 2

Patty Lent
DISTRICT 3

Malcolm Fleming
County Administrator

September 19, 2003

Mr. Doug McClelland
Department of Natural Resources
950 Furman Avenue North
Enumclaw, WA 98022

RECEIVED
MAY 12 2005
KITSAP COUNTY DEPT OF
COMMUNITY DEVELOPMENT

Dear Doug,

As you know, Kitsap County has a strong interest in working with your agency on a long-range strategy for establishing a regional heritage park in Central Kitsap on DNR property that includes a 72-acre site currently being leased to the Kitsap Rifle and Revolver Club.

The Board of Commissioners was recently briefed on a grant proposal the Club has submitted to the Interagency Committee for Outdoor Recreation (IAC) to re-align their existing shooting facilities. We understand that IAC has requested assurance that the Club will be able to continue using the property for at least ten years after the grant-funded improvements have been completed.

After discussing the Club's proposal with staff, the Board is confident that the proposed improvements are not at odds with the County's long-term interest in the property, and will not jeopardize our future planning efforts. In addition, the Board and staff appreciate the Kitsap Rifle and Revolver Club's ongoing efforts to provide outdoor recreational opportunities for the residents of Kitsap County, and we look forward to working with Club representatives and other members of the community in developing future plans for a heritage park in Central Kitsap.

Sincerely,

Jan Angel

Jan Angel, Chair

Chris Endresen, Commissioner

Patty Lent

Patty Lent, Commissioner

CC: Kitsap Rifle and Revolver Club

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

KITSAP RIFLE & REVOLVER CLUB
BREMERTON, WASH.
Organized Nov 11th 1926

TO: KITSAP COUNTY COMMISSIONER JOSH BROWN
KITSAP COUNTY PARKS AND RECREATION

FROM: The Executive Committee of the KITSAP RIFLE & REVOLVER CLUB

RE: URGENT TIME SENSITIVE PROPOSAL TO CONTRACT FOR LEASE/ PURCHASE SITE/ACREAGE

DATE: March 18, 2009

INTRODUCTION

Kitsap Rifle and Revolver Club (KRRC) operates a gun club and a series of firing ranges located at 4900 Seabeck Highway, Bremerton, Kitsap County, Washington, on land that is currently leased from the Department of Natural Resources of the State of Washington (DNR). Although the gun club has a long history of operating in its current location, it has never been able to purchase the property where it is located because of certain covenants relating to the fact that the property has been part of the School Trust Lands. Very recently, KRRC was informed that the DNR was in the process of conducting a land exchange with Kitsap County which involved the KRRC's leased property. When the land exchange is completed, it is understood that KRRC's leased lands will become the property of Kitsap County Parks and Recreation. When the leased land becomes Kitsap County land, no longer School Trust Land, sale of the land to KRRC becomes possible. For the reasons set forth below, it is in the best interests of the Kitsap County community that the sale of the land to KRRC be considered and approved.

CURRENT FACILITY

The Kitsap Rifle and Revolver Club was formally organized on November 11, 1926 to provide a safe environment for the shooting. KRRC offers a wide variety of activities for the community. The Club is a 501 (c) 7 non-profit organization dedicated to advancing the shooting sports as well as the necessary knowledge to safely and proficiently handle firearms in times of personal, community, state and national defense.

Our ranges currently sit on 72 acres of land leased from the Washington State Department of Natural Resources (DNR). It features lighted, covered pistol lines and rifle lines, and a number of 180, 270, and 360 degree shooting bays which can be configured for a variety of purposes.

As currently configured, the facility currently serves many segments of the Kitsap County community, including: (a) annually 1200 active members; (b) over 10,000

individual guests and visitors. KRRC also supports training for the U.S. Military, Homeland Security, Kitsap County Sheriff's Office, and local police departments. Group trainings for governmental groups are a significant part of KRRC activities. Many of our members, officers and instructors are veterans of the Army, Marines, Navy, Air Force and Coast Guard. KRRC maintains certification as a military small-arms training range. Homeland Security starts at home and Kitsap County, being a naval town, has a long, rich heritage of supporting all aspects of Navy life from firearms training for family members to supplemental qualification training. Equally important are our group classes, a portion of which include: Personal Protection I & II, Hunter Education, and Range Officer Training, and individual training. Safety and responsibility are the primary themes of all of our classes.

The Kitsap Rifle and Revolver Club features a variety of competitive events on a weekly, monthly and annual basis. Some of the regular events we host include: (a) USPSA (United States Practical Shooting Association) pistol shooting tournaments; (b) Fun Steel (entry level handgun matches); (c) Bullseye (one-handed test of pistol marksmanship); Annual Courage Classic Charity Match (two-day, 3 gun match with law enforcement, civilian and military teams); (d) GSSF (Glock Shooting Sports Foundation), Northwestern Regional competition; (e) High Power Service Rifle; (f) Junior Small Bore (Olympic style and NCAA college-level style shooting), to just name a few.

KRRC is supported in the local community. The vast majority of KRRC's neighbors (adjacent property owners) even if they are not actual members of the club do support the club. For example, one of our neighbors recently called to tell us that he was very upset when someone representing themselves as being with the KC Parks told him that "the gun club is going to be shutdown." He called to warn us about the threat to our lease. Neighbors support the club because it is responsibly operated: (a) KRRC has reasonable hours that minimize the impact of noise in the community; (b) KRRC has an effective noise control system and is constantly striving to improve sound abatement; (c) KRRC has an active recycling and environmental stewardship program; (d) Safety is always of the highest priority at the Kitsap Rifle and Revolver Club. Each member must attend a five-hour club orientation and range safety briefing before being given access to the gate and the ability to shoot at the range self-supervised. Members of the public are given a fundamental safety briefing and are supervised by trained Range Officers when shooting at the Range.

KRRC has prepared a business plan with an eye to the future. The future business plan focuses on meeting the increased needs of the Kitsap County community to provide training opportunities for organizations that have requested additional services. For example, KRRC has been experiencing a marked increase in the number of public and private entities inquiring about range time. In addition, KRRC plans to develop a facility that will attract people from outside of the county, bringing dollars to be spent in Kitsap County. For example, one of the activities KRRC currently engages in has been looking for a facility to permanently host a national championship match. This one event will draw at least 500 competitors, many with families in tow; and with a contract from the Outdoor Life Network to televise these matches, Kitsap County would be televised

throughout North America. These folks would fill hotel and motel rooms, restaurant seats, for nearly a week--and this is just one event! This is a realistic plan for KRRC and a number of our members have achieved national and international recognition for event support and participation.

THREATS TO THE CURRENT LEASE

Information that has recently come to the attention of KRRC which implies that its current lease is threatened. KRRC has been informed of illegal acts committed by other groups which appear to have been utilized to cast a bad light on KRRC. One group posted "no horseback riding" signs illegally on DNR land near KRRC leased land; this act may have had the effect of creating the impression that KRRC was not friendly to horseback riding. Most recently, a member of another group participated in an illegal trail construction on DNR land and KRRC leased land; that person represented themselves to representing Kitsap County Parks stated to KRRC members that KRRC "needs to move." KRRC believes that these other groups, because of their own self-interests, have painted a one-sided picture of KRRC. KRRC has not been given a fair opportunity to respond in order to correct and complete the record.

The threats made to the current KRRC lease only exacerbate existing concerns:

(a) although shooting sports have a place on the national and international scene based on various types of shooting competitions(as shooting sports are in the Olympics), more recently the Parks and Recreation department of Kitsap County has failed to recognize the shooting sports as legitimate forms of recreation;
(b) changes in personnel at the County and State level will change how KRRC is viewed (one administration may support KRRC while another might not even be aware of our existence);
(c) Kitsap County Parks has refused to recognize KRRC's issues in any meaningful manner, despite the fact that there are more than a dozen specific shooting sports currently pursued in Kitsap County, with the most popular activity being general target practice;
(d) No public park facility has made any current or future provisions for adequate facilities for sport shooting, even though a significant number of people in the county own guns of various types and need a place to practice;
(e) The building of new or additional shooting ranges in nearby counties are losing battles, creating a greater need for this type of facility in the region;
(f) If there is no safe place available for the general public to practice shooting, KRRC believes that people will resort to less safe alternatives such as any open field, which is obviously undesirable.

GOALS AND BENEFITS OF THIS PROPOSAL

A sale of the leased acreage to KRRC is a "win-win" for all parties:

(a) For KRRC, the purchase eliminates the threat to permanence, which will motivate KRRC to complete its plans for a world-class recreational and training facility (without permanence assured, KRRC cannot justify the cost of permanent buildings or other large monetary investments to improve the property);
(b) KRRC will contribute private funds to Kitsap County by purchasing the property, and keep the property on the tax roles, which funds can be utilized to develop other areas in the community;
(c) KRRC will privately fund a world-class training facility that will attract visitors as a source of income to Kitsap and provide the Kitsap County Sheriff's Office with the opportunity for the first time to have a home without the expenses associated with construction and maintenance;
(d) KRRC will privately support all our military and law enforcement agencies by providing convenient training facilities;
(e) Kitsap County will receive the benefit that necessary buffer acreage will contribute to the County's rural plan;
(f) A significant sporting activity for Kitsap County residents will have a reasonable share of the resources in Kitsap;
(g) Safety considerations regarding firearms will be professionally handled;
(h) KRRC will take on the responsibility for maintaining the land in rural condition;
(i) KRRC will relieve Kitsap County of liability for these lands.

PROPOSAL

In order to achieve the goals and ensure the support of our members and supporters for the land transfer, Kitsap County (Parks) and KRRC must enter into a written agreement where Kitsap County will extend to KRRC a 15-year lease based principally upon the terms of the current KRRC lease with DNR, and specifically excluding the higher and better use termination clause, with KRRC having at anytime during the lease period the sole and exclusive option to purchase 130 acres of land at our current location at the cost of $2,000 per acre. All monies paid under the lease agreement is to be applied to the purchase price of the property. This agreement must be executed by the parties by April 1, 2009.

This proposal is the best option because it provides the means to achieve all goals stated above with the added benefit to the County of providing additional private funds to supplement the exchange and/or to develop the lands to be received.

CONCLUSION

KRRC expects to get community support for this proposal because of the important functions this facility serves. Our members, guests, family and friends are prepared to vocally support this win-win proposal for all involved. KRRC respectfully encourages Kitsap County to strongly consider and finalize this proposal by the end of March 2009 in order to garner enthusiastic support from our base and supporters. Short of a signed agreement, the KRRC Executive Committee cannot recommend support for the land transfer.

Sincerely and on behalf of the members of Kitsap Rifle & Revolver Club
The Executive Committee,

_____
Brad Smith – President

_____
Travis Foreman – Vice President

_____
Sharon Carter – Treasurer

_____
April Borbon – Secretary

_____
Marcus Carter – Executive Officer

_____
Ken Roberts – Trustee

_____
Andrew Casella – Trustee

_____
John Davidson - Trustee

MEMO

From: Chip Faver, Kitsap County Parks & Recreation Director
To: Kaleen Cottingham, Recreation and Conservation Office (RCO) Director
Re: Conversion Request advice for Central Kitsap Greenway, RCO #04-1457A
June 22, 2008

This memo is being written to try to describe a long and complicated set of issues on properties which involve RCO. The critical question for which the County needs a response from RCO is in the final paragraph of this treatise. We need an answer to that question in order to determine how to proceed with what I am sure you will agree is an exciting project - one which will result in the protection of a key large property which will provide critical wildlife habitat and contribute to creating a clear boundary to urban growth in Central Kitsap County.

Background

In 2004 Port Blakely Tree Farms placed two large properties they owned in West Central Kitsap County up for sale through a closed bid auction. One of the Port Blakely Tree Farm properties, known as Port Blakely Tree Farm Kitsap County, Tract 1 (CK Greenway), is a 623 acre property lying east of Wildcat Lake. It extends from the northeastern slopes of Green Mountain on the South to Department of Natural Resources managed Newberry Hill property on the north. Chico Creek, Kitsap County's most productive salmon stream, traverses the property. The property is also a key link in a north-south terrestrial wildlife corridor identified in WDFW studies of the County.

A number of public and non-profit entities, including Kitsap County, the Washington State Department of Natural Resources (DNR), the Washington State Department of Fish and Wildlife (WDFW), the Great Peninsula Conservancy and the Mountaineers Foundation had been cooperating over a number of years to identify and preserve key open space lands in West Central Kitsap County. The CK Greenway property was viewed by those agencies and organizations as a regionally critical parcel for habitat and open space preservation purposes. As none of the parties had sufficient funds to acquire the entire property, they deemed the property important enough to work cooperatively to acquire.

Kitsap County submitted a bid for the property after coming to agreement on a strategy which involved financial participation by several of the parties listed above. The Mountaineers and the Great Peninsula Conservancy agreed to contribute cash toward the acquisition. It was agreed that the County would apply to the Washington State Recreation and Conservation Office (RCO) for a Washington Recreation and Wildlife Program (WWRP) for a grant to help reimburse a portion of the acquisition costs for part of the property, so the County requested and received a waiver of retroactivity, enabling future grant applications. It was also agreed that the DNR and the County would exchange the southern portion of the CK Greenway property, which lay on Green

Mountain and is surrounded by DNR lands for 500 acres at Newberry Hill, which are contiguous to and north of the CK Greenway property.

Newberry Hill Land Exchange

Kitsap County has long identified these Newberry Hill DNR lands as the site for a regional "Heritage" park to serve Central Kitsap County. Originally, Newberry Hill was approximately 1,000 acres of lands managed by DNR. Approximately 500 acres of that land is School Trust land (Trust lands), managed by DNR for the Common Schools of the State. The remaining approximately 500 acres of State managed lands at Newberry Hill was State Forest Board-Transfer Land (Forest Board lands). These are lands which were deeded by the County to the State many years ago, and which the State manages in the interest of various taxing authorities within the County. State law provides a mechanism wherein the County can request that those lands be reconveyed by DNR to Kitsap County for use for recreational purposes. Kitsap County had identified the DNR Newberry Hill property as a regional park site in officially adopted Kitsap County Park, Recreation and Open Space Plans since at least 1994. In the early 1990's 255 acres of the Forest Board-Reserve lands were reconveyed to Kitsap County. When the Port Blakely land became available, the agreement between the DNR and County was that the County would trade that portion of the CK Greenway property on Green Mountain to DNR for the Trust land portion of the Newberry Hill lands, and that DNR would simultaneously reconvey the remaining approximately 250 acres of Forest Board lands to Kitsap County. This is consistent with DNR management plans, in that they are attempting to consolidate their ownership into larger, more easily managed blocks of land. Green Mountain is one of those blocks in Kitsap County and, at 1,000 acres, the Newberry Hill property is relatively small.

When considering the trade, it was recognized that the Trust lands at Newberry Hill would likely have a lower per acre value than the CK Greenway lands, as a significant percentage of those Trust lands were wetlands with lower market and timber production values, so only a portion of the CK Greenway property would be traded. Another property owned by Kitsap County and located on Green Mountain was identified as potential property to be included in the trade for the Newberry Hill DNR School Trust lands. The grant application was submitted based upon the assumption that that additional land would be included in the trade for the DNR Newberry Hill land, and the area of the property to be included in the grant was estimated accordingly. It was subsequently determined that the additional property was not available for trade to the DNR, as it is an active rock quarry, used by the County for road projects.

The trade with DNR is currently on hold until Kitsap County can identify lands to be included in that trade which are likely equal in value to the DNR Newberry Hill Trust lands. This project is a priority for DNR. Staff has been assigned, and they are ready to proceed with the property exchange and reconveyance processes as soon as Kitsap County has lands identified for the exchange which meet DNR's needs and which have estimated value equal to the 500 acre Newberry Hill Trust land property's estimated value.

RCO Grant Status

In 2004 Kitsap County applied for and secured a WWRP Urban Wildlife Habitat Grant as reimbursement for the acquisition of the northern 340 acres of the CK Greenway lands (RCO #04-1457A). Appraisals were done of that 340 acre portion of the larger 623 acre property. Those appraisals showed a greater value than was estimated when the grant was submitted. Based on the newly determined appraised value, the County requested that the grant contract be amended to reduce the land acquired through the grant from 340 acres down to 304 acres, as that land area value matches the dollar amount of the grant. The reason for this was to maximize the land the County would have to trade for the DNR Newberry Hill Trust lands, which are north of and contiguous to the CK Greenway lands. The County land outside the grant-encumbered property (and available for trade with DNR) will total approximately 319 acres with the grant amendment. That grant amendment was approved by RCO.

Prior to the grant amendment request, Kitsap County had completed, filed and sent to RCO a deed of right in favor of RCO for the original 340 grant area, meeting the final requirement to complete the RCO grant requirements. While RCO staff believed that legal description in the deed of right incorrectly described the entire 623 acre CK Greenway property, the legal has been double checked by Kitsap County staff, and has been determined to be the accurate description for the 340 acres included in the original grant application. The grant application is currently outstanding, as a new deed of right, reflecting the reduced 304 acre area needs to be submitted to RCO. Kitsap County has had a boundary line adjustment prepared to define the boundary of the 304 acre grant area. In order to complete the grant requirements, the County must: (1) adopt and file the boundary line adjustment; (2) prepare, adopt, record and submit to RCO a deed of right reflecting the amended 304 acre grant area. This process will likely take a month to complete.

Conversion Request

The solution which seems most appropriate to the County at this time requires the approval of RCO and probably the Recreation and Conservation Funding Board (RCFB). It involves the conversion of a portion of the CK Greenway lands for which the WWRP grant has helped fund – enough of that land to meet the acreage required to match the value of the 500 acre Newberry Hill Trust land parcel. The exact acreage would be determined by appraisals of both the DNR's Newberry Hill Trust lands and the CK Greenway lands. Preliminary discussions have been held with Kammie Bunes about this possibility, and Kammie suggested sending this description of the issues and request for direction from RCO.

Alternatives Considered

Kitsap County looked at a number of alternatives to requesting a conversion of a portion of the lands partially funded with WWRP grant

monies for lands of equivalent value and equal or greater function as wildlife habitat at Newberry Hill. Among those alternatives were:

- Other County-owned lands were evaluated as potential exchange properties. None were found which met DNR's needs, and which were not needed for essential County functions.
- A number of third party trade possibilities were considered. The possibilities for this were limited by the lands which would be acceptable to DNR and County lands which would be available and attractive to the third party. The City of Bremerton and two timberland owners of managed forest lands on Green Mountain were approached. No deals were able to be made.

Justification of Habitat Value of Newberry Hill lands

The DNR lands on Newberry Hill which would be exchanged for the CK Greenway lands being converted include the headwaters of Chico Creek. There are extensive wetlands, including a number of open water ponds. The CK Greenway property being converted would not include Chico Creek's major tributaries. The conversion would maintain the wildlife corridor, as it would enable the exchange land on Green Mountain for a large block of contiguous land to the north of CK Greenway.

Appraised Values

Appraisals will be done of both the DNR and Kitsap County lands, and the exchange will be of lands of equal value, as determined by both an appraiser and a review appraiser. The appraisal process will follow DNR's standard procedures for land exchanges, with some notable exceptions. The County and the State will agree on a list of appraisers who will be asked to bid on the job. Kitsap County will pay for the appraisals, and both the County and DNR will rely on the values established by the shared appraisers.

Request for RCO Clarification

Kitsap County is clear in its intent to acquire the Newberry Hill land now managed by DNR. The County will use that portion of the lands it acquired from Port Blakely Tree Farms unencumbered by RCO deeds of right as a portion of the lands it exchanges. If RCO staff is willing to support a conversion request for additional contiguous lands secured through grant RCO #04-1457A to be used for the exchange for DNR Newberry Hill lands, Kitsap County and RCO can close that grant and proceed with the appraisals, conversion and exchange. If RCO believes the conversion is unlikely to be approved, then the County will prepare a new deed of right, excluding the additional 36 acres, per the contract amendment, and close the grant. The County needs that land to use for the exchange. We will continue our search for a way to complete the exchange. Direction from RCO on this point will enable Kitsap County to proceed with this exciting project.

LAND TRANSACTION PROSPECTUS

Project name:
Kitsap County Parks and Recreation Exchange

Initiator: Brad Pruitt, South Puget Sound Region **Phone:** (360) 584-5037
Date: 09-24-07

This prospectus describes a proposed land transaction. By signing below you acknowledge that 1) you understand the intent of the proposal,
2) you consent to committing staff time and financial resources as needed to investigate the proposal's feasibility, and
3) if the proposal is determined to be feasible, you support bringing the transaction to completion.
(note: e-mails stating agreement are acceptable in lieu of signing this form)

1. Acknowledged by South Puget Sound Region:

State Lands Asst: Doug McClelland Signature: _____ Date: _____

Region Manager: Randy Acker Signature: _____ Date: _____

Comments:

2. Acknowledged by Product Sales and Leasing Division:

Asst Div Mgr.: Paul Penhallegon Signature: _____ Date: _____

PSL Div. Mgr.: Jed Herman (2-1370) Signature: _____ Date: _____

Comments:

3. Acknowledged by Asset Management and Protection Division:

Asst Div Mgr.: Steven Saunders (2-1488) Signature: _____ Date: _____

AMP Div. Mgr.: Kit Metlen (2-1611) Signature: _____ Date: _____

Comments:

Distribution: **Executive Director** **Region**
Steward **PSL Division**

Project Purpose/objective: SPS Region is proposing an equal value exchange, involving 440+ acres of productive forest resource land owned by Kitsap County, in exchange for 525 acres of Common School trust lands managed by DNR. More Kitsap acreage will need to be brought into the exchange before the transaction will balance. These DNR lands at Newberry Hill, Kitsap County, are considered transition lands being isolated from DNR's long term management

blocks, surrounded by rural development, and dominated by wetlands (~250 acres), making them more difficult to manage than lands within DNR's long term management blocks.
In addition to the land exchange, Kitsap County has requested re-conveyance (per RCW 79.22.110) of a separate 315 acres that abut the land exchange, and are managed by DNR as Forest Board Transfer trust.
In summary, Kitsap County is interested in acquiring a total of 830 acres from DNR, made up of both Forest Board Transfer and Common School trust lands. The county wants the property to manage as a regional park with ball fields, open space, hiking, habitat, and open space use. The DNR lands will add to the 300 acres of land the county already manages at Newberry Hill, creating a continuous 1,130 acre county park landscape.

- Parties Involved: DNR and Kitsap County Facilities, Parks and Recreation Department. Supporting Stakeholders: Central Kitsap Community Council, Cascade Land Conservancy, Hood Canal Alliance, and Kitsap County. Stakeholder planning is currently underway.
- County/ description: All parcels are located in Kitsap County. See attached Map.
- Size/acres: - Land Exchange: DNR 525 acres vs. Kitsap Co. 440 acres
  (Parcel list is not complete. Kitsap Co. to provide more parcels for flexibility in balancing the Exchange)
  - Re-conveyance: to Kitsap Co. 315 acres
- Trusts: - State Forest Board Transfer, Common School

How does this transaction further state and region asset strategies? DNR lands proposed in this transaction are isolated and provide marginal revenue to the trusts. These lands are increasingly difficult to manage for forest resource production and leasing. SPS recommends re-positioning assets into the Green Mt. Block, and remaining consistent with commitments to proceeding with the re-conveyance. Re-conveyance of additional Forest Board lands should be discouraged. When this transaction was first begun in 2006, the department agreed in concept to proceed with the requested county re-conveyance as part of the transaction. The re-conveyance lands are transition lands, costly and difficult to manage, have been targeted by Kitsap County for park use, and because the county is not concerned with lost reduced revenue resulting from a re-conveyance of Forest Board lands, it is probably in DNR's best interest to transfer these lands to the county for public use. Useable acreage for revenue production on lands to be exchanged is greatly reduced by the presence of riparian habitat (250 acres), rural residential development, and a historically troubled gun club lease. Extensive unauthorized public use of all the property is prevalent and is costly for the department. Once acquired by Kitsap County the properties will be managed to meet conservation and pubic use needs of the area.

Is this a proposed low-value acquisition? ___ Yes X NO. If yes, please explain how it meets the low-value acquisition criteria. The proposal does not meet the criteria for low-value acquisition and must go to the Board of Natural Resources for approval.

Benefits: *(key reasons for moving ahead with this transaction)*

- Economic (including trust revenue, SHC & RMAP implementation): Nearby rural development and Kitsap County's Heritage Park site provides increasing pressure to manage the trust lands for other than commercial forest purpose. Buffers for HCP compliance and visual aesthetics account for buffers on not only riparian areas but on boundary lines as well. These pressures will increase and put more lands out of production for commercial harvest in the future. RMAP compliance is being evaluated on both sides, and some work has been identified. But at this point costs should come close to balancing, and no extreme problems exist on initial review. The lands Kitsap

County is offering in the exchange will generate more revenue for the trust than the lands DNR gives up. Kitsap and DNR properties are mostly Site Class II and operable for timber harvest, but key to the exchange is a potential net increase in operable acres. The Common School Section 36 parcel is dominated by wetlands, and although Kitsap's exchange parcels contain type 3 streams the overall acreage should calculate more operable. High mass wasting, in the Kitsap County parcels, is mostly confined to Type 3 stream buffer areas. The exchange will eliminate approximately 3 miles of boundary against rural residential use. Since DNR's is blocking up it's ownership in the transaction, the need for asthetic leave tree areas is eliminated. Kitsap's operable acreage is made up of mostly younger aged stands (between 6 and 15 years of age), with about 30% of the acreage being of commercial age (30 –60 years old). DNR operable School trust lands contain approximately 17% commercial aged stands (30 – 80 years), the remainder are non-commercial (6-15 years of age). Proposed Forest Board re-conveyance lands contain approximately 10% aged between 100 and 150 years and 70% aged between 20 and 50 years of age, with the remaining stands non-commercial age. A contentious rifle shooting range lease is located in the southeastern corner of the Common School property. Current Kitsap County officials support the gun club use, and should facilitate transfer of the lease to the county. Annual revenue from the 72 acre lease is $7,200. Local neighbors have complained about the gun club use, and the lessee has been less than cooperative with county code enforcement and has had trouble communicating improvements on and off the lease area with DNR. DNR will potentially spend considerable resources resolving ongoing issues, or even be pressured to re-locate the club on other DNR lands if the property is not exchanged to Kitsap County.

- Social *(including public use/recreation opportunities)*: This project helps Kitsap County meet objectives to further develop the Heritage Park in support of sporting facilities, ball fields, open space, conservation lands, and parklands. This proposal will help the county support the need for parks, recreation, conservation, and education in this part of the county.

- Ecological *(including forest health, conservation opportunities):* The current DNR managed lands contain extensive habitat and riparian areas that make approximately 30 percent of the area. Kitsap County intends to conserve these lands to support habitat objectives in the region. Blocking up lands at Green Mt. Helps DNR provide a more contiguous landscape for fish and wildlife.

Issues: *(potential negative effects on trust, department, other interested parties)*

- Economic. Delay in revenue production as a result of the transaction needs to be further evaluated, especially if the Forest Board lands are re-conveyed. Most accessible timber has been removed from DNR Common School lands by the department, but small pocket of accessible volume exist. RMAPS cost balance is in review.

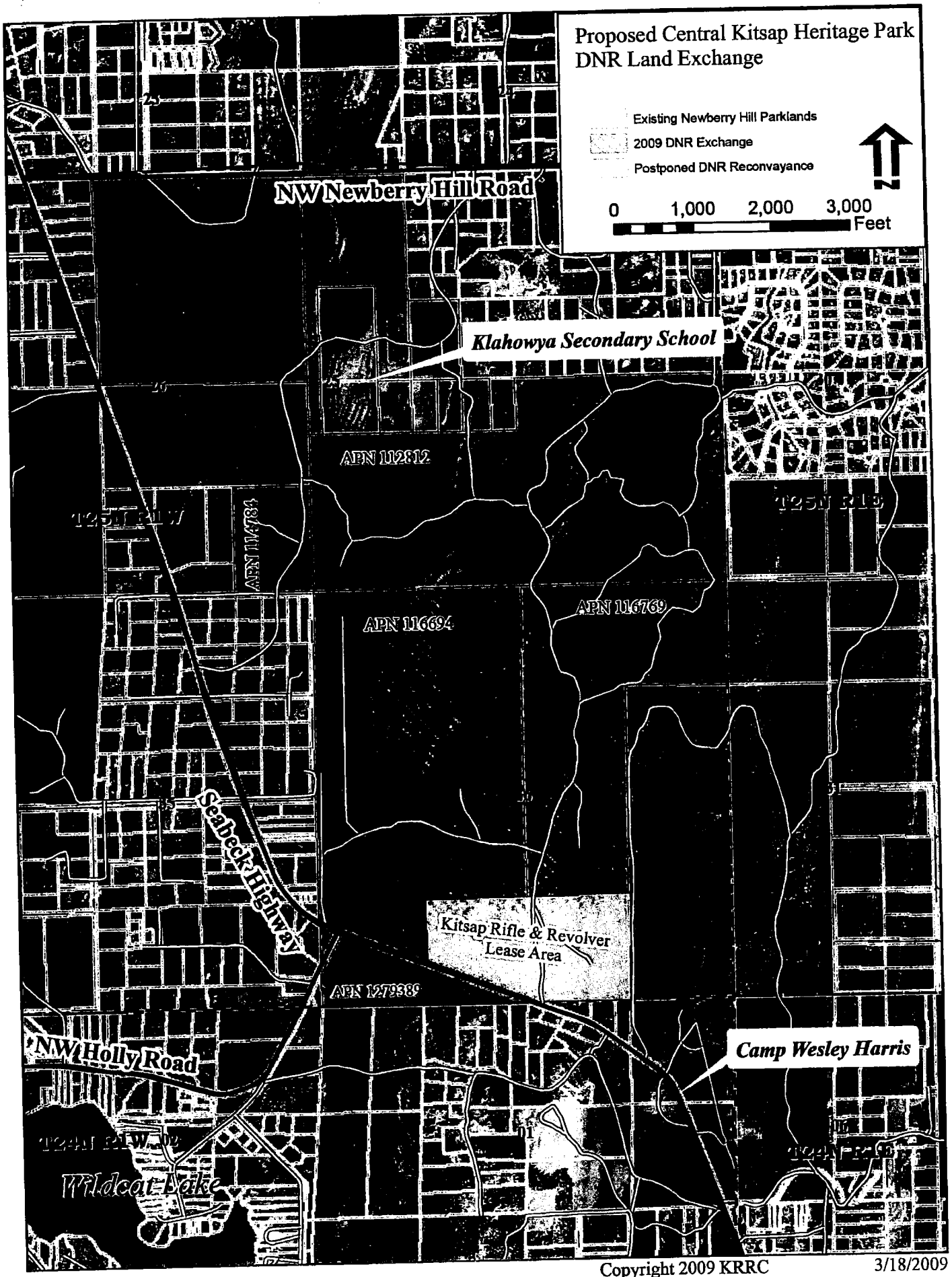
- Social *(including potential cultural heritage, public use, neighbors, local entities, and tribal concerns):* Stakeholder and public support for the project is positive. Kitsap County, DNR, and stakeholders will conduct a joint pubic information process and pubic hearings as the proposal proceeds. SPS Region is also working with stakeholders to identify strategies for disposition of DNR's other isolated transition lands north of Green Mountain

- Ecological *(including potential ESA, conservation, and land trusts concern:* The land exchange and potential re-conveyance, meets county and stakeholder conservation objectives to support a balance of recreation, conservation, open space, and educational land uses.

Are there potential HCP impacts? ___ Yes _X_ NO. If yes, please explain.

Will trust value considerations likely be required to balance this transaction?
_X_ Yes ___ NO. If yes, please explain and identify the assumptions likely to be used.
The land exchange component will need to balance economically and as close as possible on an acre for acre basis.

Other comments/Information, if applicable:



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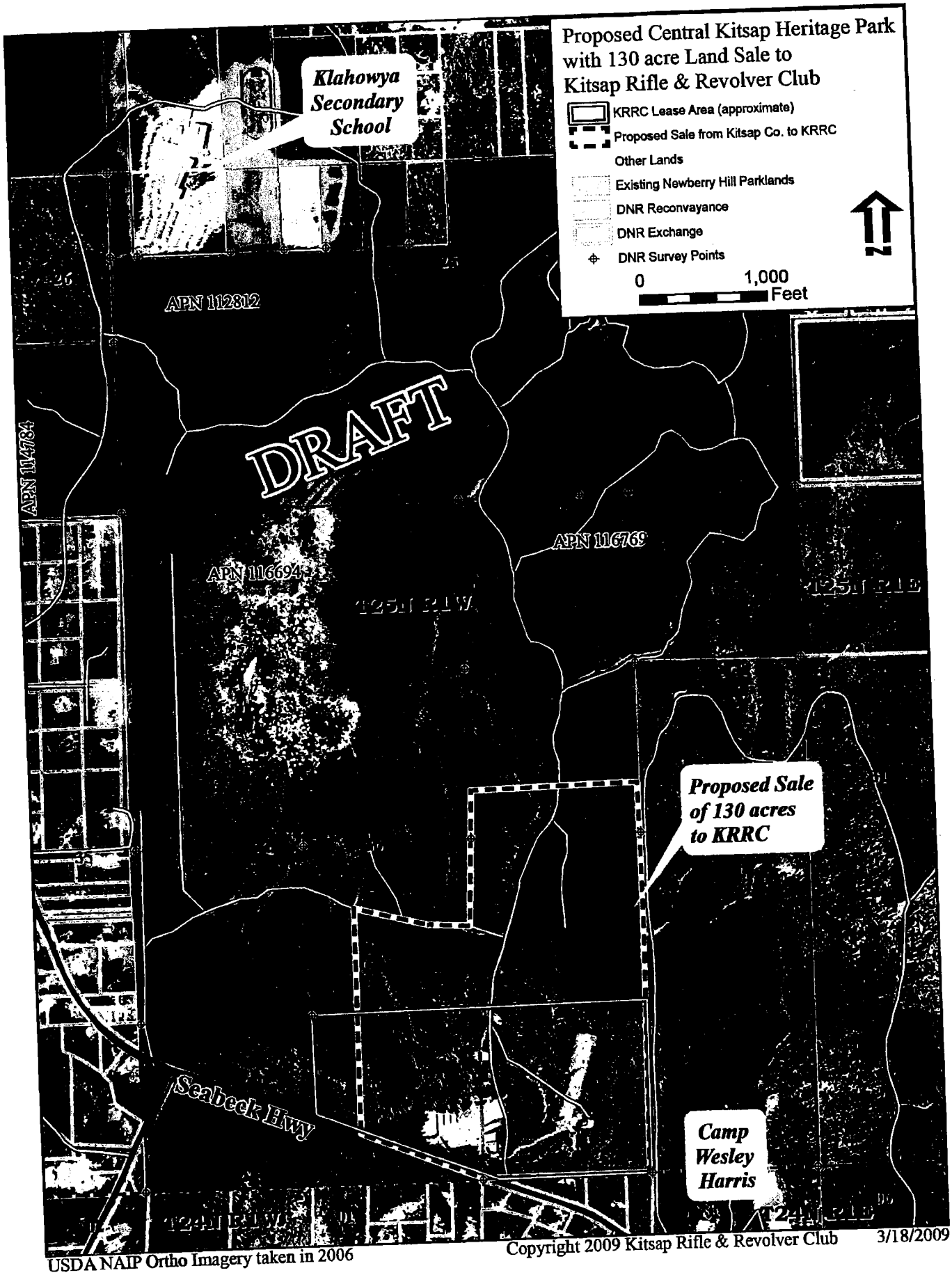
Parcel date supplied by Kitsap County GIS



USDA NAIP Ortho Imagery taken in 2006

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3/18/2009

Public and Private Gun Clubs in Kitsap County

Bainbridge –
Bainbridge Island Sportsmans Club, 8203 Sportsmans Rd NE, Bainbridge Island, WA 98110
Facilities include trap and rifle ranges, archery range. Has a fly fishing group as well as other sports. Offers saftety training and other classes.
Open in 2008 about 120 days for shooting sports, 1,836 shooter days in 2008
Web Site: **http://www.bainbridgesportsmensclub.org/**
Email: **crso@bainbridgesportsmensclub.org**

Bremerton –
Kitsap Rifle and Revolver Club, 4900 Seabeck Hwy., Bremerton, WA 98312.
Phone: 360-373-1007
Facilities include: Outdoor Pistol (50 yds), Outdoor Rifle (200 yds), Rifle Silhouette, Pistol Silhouette. Offers saftety training, hunter education, and other classes. Hosts local, regional and national shooting events. Used by the Armed Forces and law enforcement for training on a regular basis.
About 1,200 members in 2008, estimated over 12,000 club member shooter days in 2008 and an additional 7,000 to 10,000 visits by non-members for a total of 19,000 to 22,000 visits.
Range Access: Public, open 7 days per week for members, Tuesdays through Sundays for the public.
Web Site: **http://www.gunsafety.org**
Email: **info@gunsafety.org**

Port Orchard –
Bremerton Trap & Skeet Club, 4956 State Hwy 3 SW, Port Orchard, WA 98367.
Phone: 360-674-2438
Facilities include: Trap, Skeet, Sporting Clays
Hours of Operation: Sun 10a-4p Wed 7-10p Open only 3 days per week
Membership unknown
Range Access: Private
Web Site: **www.bremertontrapandskeet.com**
Email: **btscnews@hotmail.com**

Poulsbo –
Poulsbo Sportsman Club, 16990 Clearcreek Road NW, Poulsbo, WA 98370.
Phone: 360-697-6646
Facilities include: Outdoor Pistol (25, 50 yds), Outdoor Rifle (50, 100, 200 yds), Pistol Silhouette, Muzzleloading, Trap, Archery. Offers saftety training, hunter education and other classes. Hosts local and regional shooting events.

Over 500 members in 2008. Estimated more than 7,000 to 10,000 shooter days in 2008
Range Access: Public, open 7 days per week
Web Site: **www.pscnet.net**
Email: **alzadaslim@home.com**

Kitsap County Totals

Shooting Club Membership for all four clubs is estimated at between 1,700 and 2,000 members in 2008.

Number of visits at all four ranges was between than 28,000 and 31,000 visits in 2008.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of $7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of polices to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the lease number.

Lessee shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

The State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract. All insurance policies must expressly waive any right of subrogation by the insurance company against the State and the State's officials, employees, and agents.

If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Lessee shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Lessee's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability ("Stop Gap") Insurance. Lessee shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Workers' Compensation Coverage. Lessee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Lessee, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify State. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor or sub-subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Builders Risk Insurance. If applicable, Lessee shall buy and maintain in force builders risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance shall be written on a completed form and in an amount equal to the value of the completed building, subject to subsequent modifications to the sum. The insurance shall be written on a replacement cost basis. The insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

Insurance described above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse. Insurance described above shall cover the entire work at the site including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the

cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance or regulation.

Any deductible applicable to the insurance bought in compliance with the policy described above shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, Lessee will pay such loss. Lessee shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by State. If testing is being performed, such insurance shall cover such operations. This insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

SECTION 8 WEEDS, HARMFUL SUBSTANCES

8.01 Weed Control. Lessee shall control all weeds on the Premises. Lessee shall be responsible for, or shall immediately reimburse State for, any all weed control cost incurred, as a result of Lessee's failure to control all weeds on said Premises.

Lessee shall prevent weed infestations by applying management practices which discourage their establishment or spread. The Lessee shall detect and control the invasion of new weeds. Weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of Washington State and Federal law.

Lessee shall use Integrated Pest Management (IPM) to control weeds. This means using a coordinated decision-making and action process that considers all weed management methods and strategies, and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

a. Preventing weed problems;

b. Monitoring for the presence of weed species;

c. Establishing the density of the weed population (which may be zero) that can be tolerated;

d. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility and cost-effectiveness; and

e. Evaluating the effects and efficacy of weed control treatments.

8.02 Hazardous, Toxic, or Harmful Substances.

(a) Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the State, or unless permitted by Subsection 2.01 (Permitted Use). If the Lessee fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the Premises, the Lessee agrees that the State may, but is not obligated to, remove such materials and charge the Lessee for the cost of removal and disposal.

(b) Hazardous, Toxic, or Harmful Substances.

(1) Lessee shall not keep on or about the Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 (Permitted Use) and unless Lessee fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended. Lessee shall:

(i) Immediately notify the State of: all spills or releases of any Hazardous Substance affecting the Premises; all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended; all inspections of the Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Premises; and all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Premises; and

(ii) On request, provide copies to the State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Premises.

(2) Lessee shall be fully and completely liable to the State, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

SECTION 9 ASSIGNMENTS

Assignment. Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this Agreement ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall not be unreasonably withheld. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as lessee of the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this Agreement which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement, who shall remain joint and severally liable as primary obligor and not as surety. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing. The State may require reimbursement for any additional administrative costs resulting from the assignment.

SECTION 10 IMPROVEMENTS

10.01 Authorized Improvements. No improvement shall be placed on the Premises without the prior written consent of the State. Consent may be granted through this Agreement resulting in the State's approval of the authorized improvements listed herein as Exhibit 10A, or by written Letter of Authorization issued by the State.

10.02 Plan Approval. The plans or specifications for the construction of the authorized improvements listed on Exhibit 10A or authorized by Letter of Authorization issued by State, and for such changes or alterations, including amendments of such plans or specifications, shall be submitted to State for its approval.

10.03 Ownership of Improvements. During the Term of this Agreement, the improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration or earlier termination of this Lease, all improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of State, unless State requires their removal pursuant to Section 10.04 below. Throughout the term of this Agreement, Lessee shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Premises for work or labor done, services performed, or materials used or furnished to be used in or about the Premises for or in connection with any construction, improvements or maintenance or repair thereon made or permitted to be made by Lessee, its agents, or sublessees. Any liens, encumbrances or claims of third parties with respect to any of the foregoing, shall be expressly subordinate and subject to the rights of State under this Agreement.

10.04 Condition at End of Lease. Upon vacating the Premises on the termination date, Lessee shall leave the Premises and all improvements thereon in the state of repair and cleanliness required to be maintained by Lessee during the Term of this Agreement and shall peaceably surrender the same to State. At the option of State, Lessee shall at its sole expense remove all improvements constructed by Lessee upon the Premises and return the Premises to grade level free of all debris.

10.05 Surety Bond. A surety bond, certificate of deposit assignment, or letter of credit may be required by State to assure completion of construction or development of any improvements costing in excess of $2,500.

10.06 Hold Harmless. Lessee shall indemnify, defend and hold harmless State and the Premises from and against all claims and liabilities arising by virtue of or relating to construction of the authorized improvements or repairs made at any time to the authorized improvements (including repairs, restoration and rebuilding). Lessee shall regularly and timely pay any and all amounts properly payable to third parties with respect to such work and will maintain its books and records in the State of Washington, with respect to all aspects of such work and materials therefore, and will make them available for inspection by State or its representatives as requested.

10.07 Permits; Compliance with Codes. Lessee shall cause all work on the Premises during the Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction. Lessee is responsible, at Lessee's sole cost and expense, to cause the authorized improvements and the Premises to comply with all applicable governmental laws, statutes, rules, regulations and/or ordinances that apply to the Premises during the Agreement Term, whether now in effect, or hereinafter adopted or enacted.

10.08 State's Repairs. State shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the term of this Agreement.

10.09 Lessee's Repairs, Alteration, and Maintenance. Lessee shall, at its sole cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto (regardless of ownership) in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted on the Premises pursuant to this Agreement, and keep and maintain the whole of the premise, including all improvements in a clean, sanitary and attractive condition.

SECTION 11 ROADS (NOT APPLICABLE)

SECTION 12 DEFAULT AND REMEDIES

12.01 Default. In the event of any material breach of any provision of this Agreement by Lessee, the breach, after expiration of any grace period as provided in this subsection, shall be

deemed a default entitling State to cancel this Agreement and seek any other remedies set forth in this Agreement or otherwise available at law or equity. State shall deliver to Lessee notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within thirty (30) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this agreement, Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice. If such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

12.02 Reentry. In the event of any default by Lessee, State shall have the right, with or without canceling the Agreement, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Agreement unless a written notice of termination is given to Lessee.

12.03 Termination of Agreements. Whether or not State elects to terminate this Agreement on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

12.04 Survival. All obligations of Lessee to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require performance beyond the termination or expiration date shall survive the termination or expiration date of this Agreement. Upon expiration or earlier termination of this Agreement, the rights of Lessee and of all persons, firms, corporations, and entities claiming under Lessee in and to the Premises and all improvements hereon, unless specified otherwise in this Agreement, shall cease.

12.05 State's Right to Cure Defaults. If Lessee fails to perform and is in default of any undertaking or promise contained herein, the State shall have the option, but is not obligated, to make such performance after giving ten (10) days written notice to the Lessee. The State's costs and expense to correct Lessee's failure to perform shall be reimbursed by Lessee and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred.

12.06 Remedies Cumulative. The specified remedies to which the State may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement.

12.07 Nonwaiver. Waiver by the State of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice the State's right to require strict performance of the same provision in the future or of any other provision. The acceptance of performance, rent, or any other sum owing, by State following a breach by the Lessee of any provision of this Agreement shall not constitute a waiver of any right of the State with respect to such breach and State shall be deemed to have waived any right hereunder only if State shall expressly do so in writing.

12.08 Force Majeure. The Lessee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Lessee's control and without the fault or negligence of the Lessee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

12.09 Insolvency of Lessee. If the Lessee becomes insolvent, a receiver is appointed, or Lessee's interest is transferred by operation of law by reason of insolvency, the State may terminate this Agreement at its option. Insolvency as used herein will mean the inability of the Lessee to meet its monetary obligations under this Agreement as they come due.

SECTION 13 GENERAL PROVISIONS

13.01 Governing Law. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

13.02 No Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with the activities conducted and business carried on under this Agreement, and the State shall have no obligation with respect to the Lessee's debts or other liabilities.

13.03 Lessee's Authority. Persons executing this Agreement on behalf of Lessee represent that they are authorized to do so and represent and warrant that this Agreement is a legal, valid, and binding obligation on behalf of Lessee, and is enforceable in accordance with its terms.

13.04 State's Authority. This Agreement is entered into by State pursuant to the authority granted by statute and the Constitution of the State of Washington. The terms and conditions hereof are subject to such statutory and constitutional provisions as may be now in effect and such provisions which do not impair the contractual rights of Lessee under this Agreement which may lawfully be enacted subsequent to the date of this Agreement.

13.05 Preservation of Markers. Lessee shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during construction or operations must be adequately referenced and replaced, at the Lessee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington, including but not limited to RCW 58.24, and all relevant Department of natural Resources regulations.

13.06 Condemnation. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, this Agreement terminates as of the date the condemner takes possession. If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Agreement, the State or Lessee may choose to terminate this Agreement as of the date the condemner takes possession. If either the State or Lessee elects to terminate this Agreement, the rents or other charges to be paid by Lessee will be apportioned by the State and paid by the Lessee to the date of taking. If neither the State nor Lessee elects to terminate this Agreement, the rent will be reduced in the same proportion that the value of the portions of the site to be taken bears to the value of the entire site as of the date condemner takes possession.

If the taking is for a period which will end on or extend beyond the expiration of the term of this Agreement, Lessee will have no claim or interest in or to any award of damages for the whole or partial taking of the site, except that the Lessee will be entitled to an amount equal to the fair market value of any improvements as of the date of taking (except trade fixtures) considered by this Agreement to be owned by the Lessee taken by the condemner.

If temporary use of all or part of the site is taken by any lawful authority under the power of eminent domain for a period ending before the expiration of the term, this Agreement will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the Premises.

The State and Lessee will give to the other immediate written notice of any proceedings with respect to a condemnation and of any intentions of any authority to exercise the power of eminent domain.

13.07 Interpretation and Numbering. This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight given to it being drafted by any party hereto or their counsel. Section and subsection numbers, headings, or titles are for convenience only and are not to be construed to limit or to extend the meaning of any part of this lease.
Section and subsection numbers may be omitted or out of sequence because of inclusion or exclusion of sections or subsections in this lease at the option of the State. Cross references to sections or subsections that are not included in this lease should not be construed as material references.

13.08 Time of Essence. Time is expressly declared to be of the essence of this Agreement and each and every covenant of Lessee and the State hereunder.

13.09 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing executed by the parties hereto, and neither State nor Lessee shall be bound by verbal or implied agreements. Such changes may be made by re-execution of the signature page and the deletion and addition of the appropriate new effective pages or exhibits governing the change, if any.

13.10 Entire Agreement. This written Agreement or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

13.11 Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

13.12 Attorney Fees. If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

13.13 Notices and Submittals. Any notice or submittal given under this Agreement shall be deemed as received when delivered by hand or five (5) days after deposit in the United States mail with first-class postage affixed, addressed as noted. Changes of address may be given in accordance with this section. Any notice or submittal given under this Agreement shall be:

To the State:

Where Agreement provisions require submittal to State office:
Department of Natural Resources
Product Sales and Leasing Division
P.O. Box 47061
Olympia, WA 98504-7061

Where Agreement provisions require submittal to the State at its Region office:

Department of Natural Resources
South Puget Sound Region Region
950 Farman Avenue North
Enumclaw, WA 98022

To the Lessee at the address affixed with signature or Lessee's last known address.

13.14 Exhibits. This agreement is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

Exhibits: 1A - Legal Description and Encumbrances, 5A - HCP Requirements, 10A - Authorized Improvements

KITSAP RIFLE AND REVOLVER CLUB

Dated: _____, 20____.

_____
BRAD SMITH, PRESIDENT

Address: 4900 Seabeck Hwy NW
Bremerton, WA 98312

Phone: (360) 373-1007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.

_____
ART TASKER,
South Puget Sound Region Manager

Approved as to form this
27 day of February, 2003
Jim Schwartz, Assistant Attorney General

NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Brad Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the president of Kitsap Rifle and Revolver Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment

NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Art Tasker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument, and acknowledged it as the Region Manager of Washington State Department of Natural Resources, South Puget Sound Region to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

_____
NOTARY PUBLIC in and for the
State of _____
My appointment
expires _____
expires _____

EXHIBIT 1A

Legal Description of Premises &
Reservations

Part of the Southwest quarter of the Southeast quarter and part of the Southeast quarter of the Southwest quarter of Section 36, Township 25 North, Range 1 West, W.M., lying northerly of the North lines of an easement for right of way for road granted to Kitsap County on December 7, 1929, under Application No. 1320, said road being as shown on the regulation plat thereof on file in the office of the Commissioner of Public lands at Olympia, Washington, the above described lands having an area of 72.41 acres, more or less.

RESERVATIONS / SUBJECT TO:

Easement #50-CR1320: Road granted to Kitsap County on 12/07/1927 for an indefinite term.

Easement #50-047116: Road granted to E. F. Howerton on 05/09/1985 for an indefinite term.

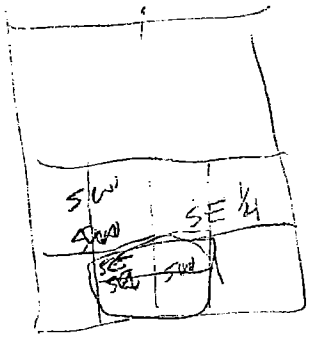


EXHIBIT 10A
Authorized Improvements

(1) One 12 foot X 120 foot covered rifle position shooting building.

(2) One 12 foot X 105 foot covered pistol position shooting building.

(3) One 12 foot X 20 foot storage shed.

(4) One 8 foot X 12 foot target shed.

(5) Electrical meter service panel and power poles.

EXHIBIT 5A
HCP REQUIREMENTS

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.

4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.

5. At this time, the following sensitive areas, conditions or species have been identified on the Premisis. Contact the State for more information on the identified areas.

Riparian Management Zones

Bodies of water, including but not limited to those streams, rivers and lakes and other lakes and wetlands have been identified and/or may be located on the Premises. All activities within the Riparian Management Zone, as defined in the HCP and including that portion of the inner riparian ecosystem between the aquatic zone and the direct influence zone (uplands) and including the outer wind buffer, must comply with the current HCP Procedures. Activities in a Riparian Management Zone, including but not limited to cutting or removing any tree and/or timber (including hardwood, merchantable and unmerchantable timber, downed timber, windthrow and snags), and road, trench and/or trail use, and/or maintenance, may be restricted or not permitted during specific times. All activities must provide for no overall net loss of naturally occurring wetland acreage and function.

KITSAP COUNTY BOARD OF COMMISSIONERS

Chris Endresen
DISTRICT 1

Jan Angel
DISTRICT 2

Patty Lent
DISTRICT 3

Malcolm Fleming
County Administrator

September 19, 2003

Mr. Doug McClelland
Department of Natural Resources
950 Furman Avenue North
Enumclaw, WA 98022

RECEIVED
MAY 12 2005
KITSAP COUNTY DEPT OF
COMMUNITY DEVELOPMENT

Dear Doug,

As you know, Kitsap County has a strong interest in working with your agency on a long-range strategy for establishing a regional heritage park in Central Kitsap on DNR property that includes a 72-acre site currently being leased to the Kitsap Rifle and Revolver Club.

The Board of Commissioners was recently briefed on a grant proposal the Club has submitted to the Interagency Committee for Outdoor Recreation (IAC) to re-align their existing shooting facilities. We understand that IAC has requested assurance that the Club will be able to continue using the property for at least ten years after the grant-funded improvements have been completed.

After discussing the Club's proposal with staff, the Board is confident that the proposed improvements are not at odds with the County's long-term interest in the property, and will not jeopardize our future planning efforts. In addition, the Board and staff appreciate the Kitsap Rifle and Revolver Club's ongoing efforts to provide outdoor recreational opportunities for the residents of Kitsap County, and we look forward to working with Club representatives and other members of the community in developing future plans for a heritage park in Central Kitsap.

Sincerely,

Jan Angel, Chair

Chris Endresen, Commissioner

Patty Lent, Commissioner

CC: Kitsap Rifle and Revolver Club

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

September 23, 2003

Kammie Bunes
Interagency Committee for Outdoor Recreation
PO Box 40917
Olympia, WA 98504

RECEIVED
MAY 12 2005
KITSAP COUNTY DEPT OF
COMMUNITY DEVELOPMENT

Subject: Kitsap Rifle and Revolver Club

Dear Ms. Bunes:

The purpose of this letter is to inform the Interagency Committee for Outdoor Recreation (IAC) that the Department of Natural Resources (DNR) is currently in good faith lease negotiations with the Kitsap Rifle and Revolver Club for property located in Section 36, Township 25 North, and Range 1 West. The DNR intends to negotiate a 10 to 15 year lease with the Kitsap Rifle and Revolver Club.

If you have any further questions regarding this matter. Please don't hesitate to contact me at (360) 802-7039 with any questions.

Sincerely,

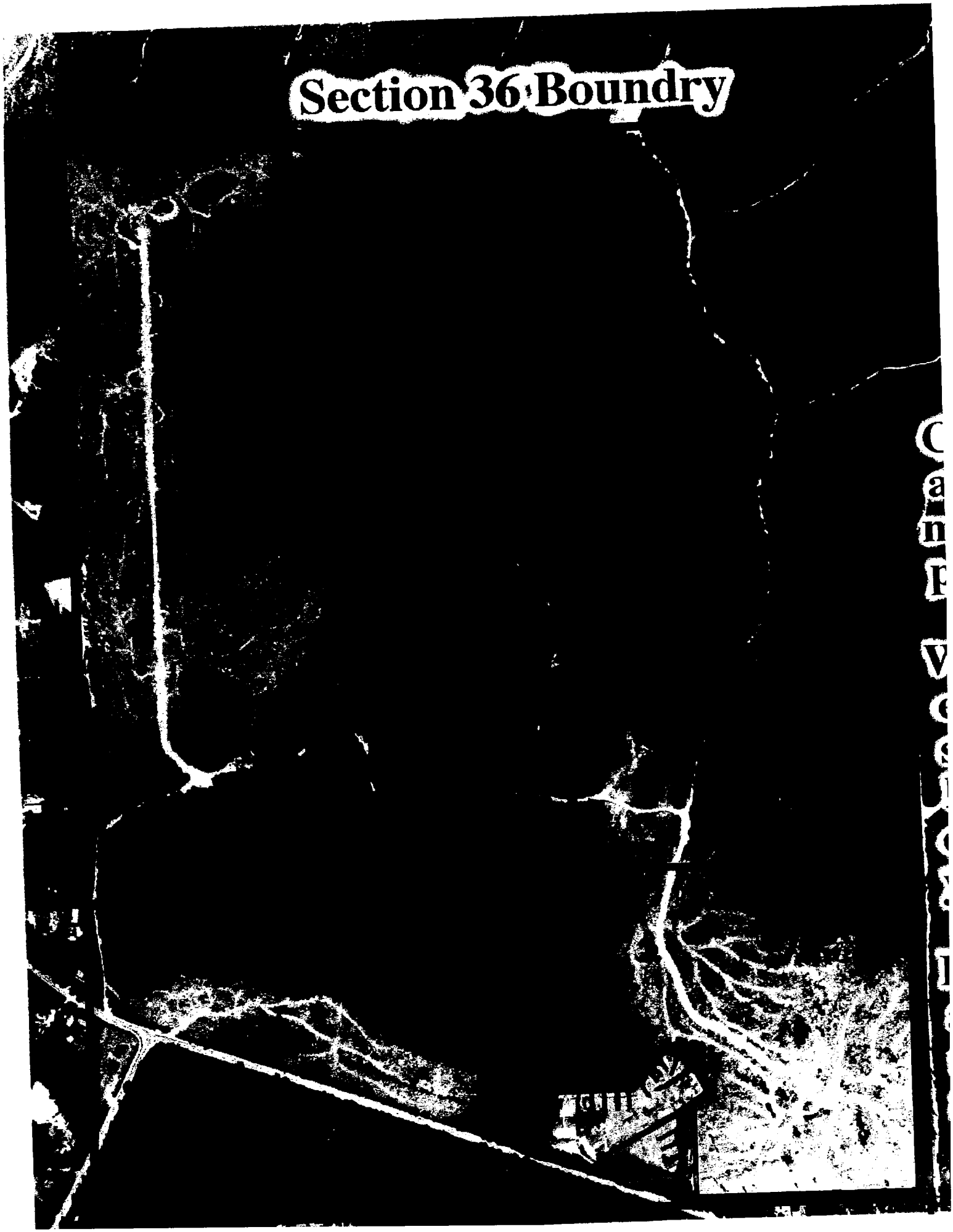
Lori Price

Lori Price
Land Manager

cc: ✓ Kitsap Rifle and Revolver Club
Region File

SOUTH PUGET SOUND REGION ▮ 950 FARMAN AVE N ▮ ENUMCLAW, WA 98022-9282
TEL: (360) 825-1631 ▮ FAX: (360) 825-1672 ▮ TTY: (360) 825-6381
Equal Opportunity/Affirmative Action Employer

RECYCLED PAPER


Section 36 Boundry

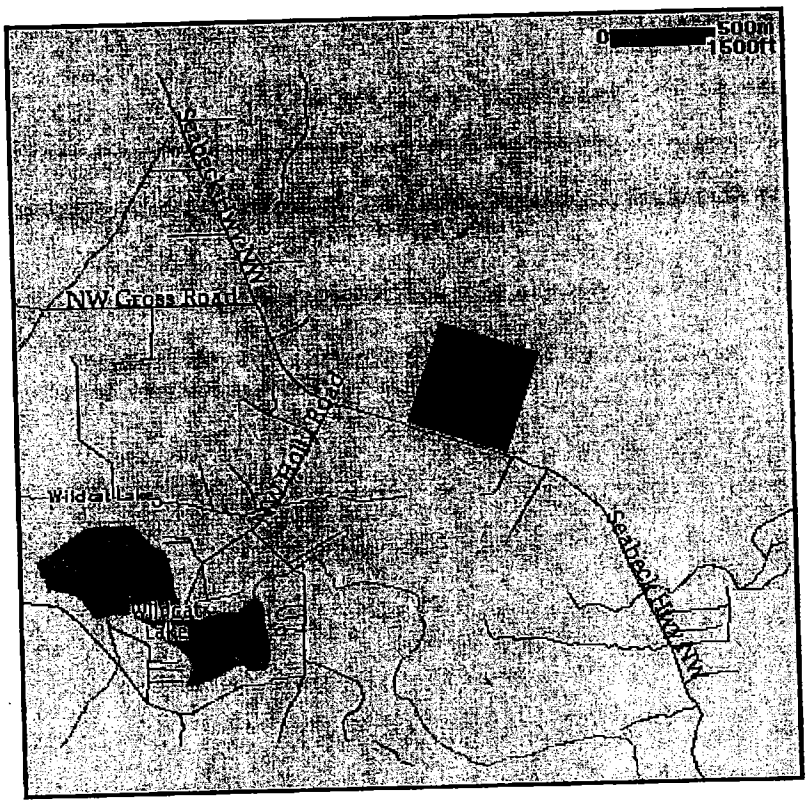
[redacted]

Web Site Index and Navigation Center

Kitsap Rifle & Revolver Club Range Schedule

Kitsap Rifle & Revolver Club
P.O. Box 134
Bremerton, Washington 98337-0001 USA
(360) 373-1007

Shooting range is located in Central Kitsap County (Southwest of Silverdale) on Seabeck Hwy approximately a half mile south of the intersection with Holly Rd.



Quick & easy driving instructions to KRRC shooting range:	
	1. Take the Newberry Hill Road exit, just south of Silverdale, off State Highway 3. 2. Turn west (up the hill) onto Newberry Hill Road. 3. Continue on Newberry Hill Road until it dead ends at the "T" intersection with Seabeck Highway. 4. Turn south (left) onto Seabeck Highway. 5. The shooting range is approximately 1/2 mile south of the

intersection with Holly Road (past the flashing yellow light), on the left side of the highway. (Look for the large blue and yellow sign.)

6. If you pass Calamity Lane (right side of highway) you've gone too far.

General Rules:

- No shooting before 7 AM, and no shooting after 10 PM
- Ear and eye protection required on both firing lines while the lines are hot.
- NO targets on top of the intermediate berms on the rifle line.
- NO handling of firearms while members are downrange.
- Pick up your garbage.

Shooting range calendar: http://www.gunsafety.org/Calendar.htm

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Delivering you informative multimedia essays about the "battlefield problem-solving" tactical aspects of armed self-defense.

Web Site Index and Navigation Center

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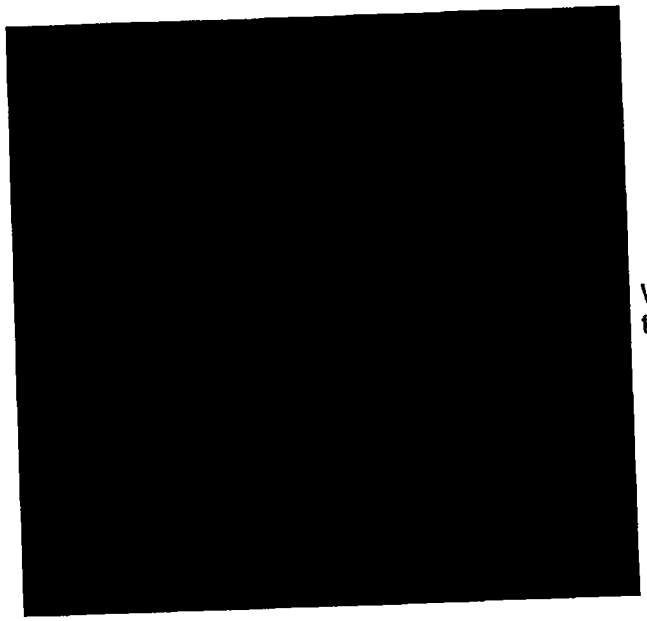

Firea
Port
Email: dir

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tactical employment of firearms against deadly criminal thr

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Attention Members of the News Media

If you need technical information assistance about firearms and ammunition to report to your news audience, please contact us by e-mail at director@firearmstactical.com or by telephone at (360) 731-3390.

We're prepared to assist you by providing valid and verifiable facts and information about firearms and ammunition. We have no hidden political agenda. We'll assist you with any firearms related story or project, even if it's a pro-gun control editorial. Our intent is to help you report accurate information. If we're unable to answer your questions, we'll refer to you others who can.

We've already provided technical information assistance to television news, major newspapers and news radio. Topics we can help you with include, but are not limited to, law enforcement shootings, criminal misuse of firearms & ammunition, assault weapons, body armor & armor-piercing handgun ammunition, military small arms, and the wounding effects of handgun & rifle bullets.

In addition, we have laboratory grade capabilities to examine the terminal ballistics

performance of most handgun and rifle bullets, as well as body armor. These services are available to your news organization upon request.

Four Rules of Firearms Safety

1. Regard any firearm as though it is always loaded, at all times, until you personally ensure it is indeed unloaded.
2. Always keep your finger off the trigger and out of the trigger guard until you have made the decision to shoot.
3. Always point the muzzle in a safe direction.
4. Always be sure of your target and what is beyond.

Five Rules for Concealed Carry

1. Your concealed handgun is for protection of life only.

   Draw it solely in preparation to protect yourself or an innocent third party from the wrongful and life-threatening criminal actions of another.

2. Know exactly when you can use your gun.

   A criminal adversary must have, or reasonably appear to have:

   I. the ability to inflict serious bodily injury (he is armed or reasonably appears to be armed with a deadly weapon),

   II. the opportunity to inflict serious bodily harm (he is physically positioned to harm you with his weapon), and

   III. his intent (hostile actions or words) indicates that he means to place you in jeopardy -- to do you serious or fatal physical harm.

   When all three of these "attack potential" elements are in place simultaneously, then you are facing a reasonably perceived deadly threat that can justify an emergency deadly force response.

3. If you can run away -- RUN!

   Just because you're armed doesn't necessarily mean you must confront a bad guy at gunpoint. Develop your "situation awareness" skills so you can be alert to detect and avoid trouble altogether. Keep in mind that if you successfully evade a potential confrontation, the single negative consequence involved might be your bruised ego, which should heal with mature rationalization. But if you force a confrontation you risk the possibility of you or a family member being killed or suffering lifelong crippling/disfiguring physical injury, criminal liability and/or financial ruin from civil lawsuit. Flee if you can, fight only as a last resort.

4. Display your gun, go to jail.

   You should expect to be arrested by police at gunpoint, and be charged with a crime *anytime* your concealed handgun is seen by another citizen in public, regardless of how unintentional or innocent or justified the situation might seem. Choose a method of carry that reliably keeps your gun hidden from public view at all times.

   You have no control over how a stranger will react to seeing (or learning about) your concealed handgun. He or she might become alarmed and report you to police as a "man or woman with a gun." Depending on his or her feelings about firearms, this person might be willing to maliciously embellish his or her story in attempt to have your gun seized by police or to get you arrested. An alarmed citizen who reports a "man with a gun" is going to be more credible to police than you when you're stopped because you match the suspect's description, and you're found to have a concealed handgun in your possession.

   Before you deliberately expose your gun in public, ask yourself: "Is this worth going to jail for?" The only time this question should warrant a "yes" response is when an adversary has at least, *both* ability and intent, and is actively seeking the opportunity to do you great harm.

5. Don't let your emotions get the best of you.

   If, despite your best efforts to the contrary, you do get into some kind of heated dispute with another person while you're armed, never mention, imply or exhibit your gun for the purpose of intimidation or one-upmanship. You'll simply make a bad situation worse -- for yourself (see rule #4).

Contact Info

Web Site Content
Questions or concerns regarding the content of this web site should be directed to:
director@firearmstactical.com

Technical Problems with our Web Site
Please report any problems you encounter while visiting our web site to:
director@firearmstactical.com

Delivering you informative multimedia essays about the "battlefield problem-solving" tactical aspects of armed self-defense.

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OFFICE OF
STEVE BOYER
KITSAP COUNTY SHERIFF
614 DIVISION ST. MS-37 • PORT ORCHARD, WASHINGTON 98366 • (360) 337-7101 • FAX 337-4923

April 25, 2003

RECEIVED
MAY 12 2005
KITSAP COUNTY DEPT OF
COMMUNITY DEVELOPMENT

Eric Jull, Vice President
Kitsap Rifle and Revolver Club
PO Box 134
Bremerton, WA 98337

Dear Eric:

Please accept my appreciation for the generous offer of a partnership between the Kitsap County Sheriff's Office and the Kitsap Rifle and Revolver Club. It is my understanding that the recent meetings and communications with your organization have been positive and results oriented.

Collaboration between public and private entities has proven itself valuable. I encourage and support these actions and am pleased when progress is made. Your personal efforts have been instrumental in achieving the progress to date and you certainly are an excellent representative for the Kitsap Rifle and Revolver Club.

We look forward to working with you in the future.

Sincerely,

Steve Boyer

Stephen A. Boyer
Kitsap County Sheriff

Kitsap Rifle and Revolver Club PDR

Newberry Hill Heritage Park/DNR Property Exchange

Email: Commissioner Brown, District 3

Mail Message

Messaging Architects

From: Don Burger
To : John Miller ;
CC : Chip Faver ; Charlotte Garrido ; Carolyn Siems ; Deanna Erstad ; Josh Brown ; Kevin Howell ; Matt Keough ; Nancy Grennan ; Rhiannon Fernandez ; R'Lene Orr ; Rebecca Pirtle ; Steve Bauer
Date Received: Friday, March 06, 2009 2:36:40 PM
Subject: PDR - Newberry Hill Heritage Park

John - We have received a Public Disclosure Request from the Kitsap Rifle and Revolver Club for any and all correspondence (to or from) by the Board of Commissioners, Chip Faver and/or Matt Keough that discusses the "Newberry Hill Land Transfer" or "Newberry Hill Heritage Park" from March 1, 2008 thru today's date (March 6, 2009).

The search parameters should include:
Commissioner Brown
Commissioner Bauer
Commissioner Garrido
Commissioner Angel
Chip Faver
Matt Keough

We should look for the key words noted above in either the subject line or body of the email.

If you could give me a ball park time frame to locate these emails, I will send off the 5-day letter.

I will get together with the BOCC staff to coordinate a review of any "hard copy" letters, memos, etc.

Thanks - Don

Don Burger
Kitsap County
Records Coordinator
(360) 307-4261
(360)337-7052 (FAX)
www.kitsapgov.com

Mail Message

Messaging Architects™

From: Roger Zabinski <r_zabinski@msn.com>
To : Natalie Bryson ; Carol Smiley ; Mary Earl ; Gary Lindsey ; Greg Hunt ; Stephen Cook ; Hank Mann Sikes ; JonPearson ; KayWilson ; Laura Fedorko ; MichaelSimpkins ; Tex Lewis ; Bob Moyer ; Sue Foxx ; Richard Shattuck ; Jerry Van Fossen
CC : Carolyn Siems ; Josh Brown ;
Date Received: Wednesday, March 04, 2009 1:23:47 PM
Subject: CKCC exec meeting tonight March 4, 6:30pm

Hi to all,

Just a reminder that our March executive meeting is tonight Wednesday March 4th at 6:30 at the CKCC office in the A-frames of the Silverdale Community Center, Silverdale Way.

Will be discussing agenda items for our regular March 18 meeting. Bob is out of town so Gary will be leading the meeting.

Possible topics that we will discuss include Health District update, Public Works projects and Chico Creek Restoration. The meeting is open to the public and any CKCC member is welcome to attend. Thank you.

Roger

March 4 executive Meeting 6:30PM CKCC office, Silverdale Community Center

---

March 18 Regular Meeting 7:00PM Water and Fire District Community Room
5300 N.W. Newberry Hill Road

Mail Message

Messaging Architects™

From: Matt Keough
To : Josh Brown
CC : Chip Faver ; Carolyn Siems ;
Date Received: Wednesday, February 18, 2009 10:34:37 AM
Subject: Re: Newberry Hill Land Exchange Public Outreach
NHillContacts.doc
NHlandexchangeDNRStakeholders.pdf
NHIllLANDXLabels021809.pdf
Final LOI Newberry Hill 020909.pdf

Josh,

The process is moving quickly now with a tight timeline for DNR action, to include the public meeting referenced below on 3/11 (or possibly 3/18) in Port Orchard.

I met with the State RCO office last week and they again approved the course of action, outlined in the Letter of Intent for the process ahead, to include land the required recording of a new deed for acreage associated with the state grant by the end of June. I will attach the LOI here for you. Again, I'd be happy to meet and brief you on the details.

Also, I attach the latest list of stakeholders and individuals for notice. This can still be refined if you have names to add to it.

Thanks for inquiring and any input on process or the notice list.

MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

>>> Josh Brown 2/17/2009 9:54 PM >>>
How are thing going? Best, Josh
-----Original Message-----
From: Matt Keough
Cc: Faver, Chip < CFaver@co.kitsap.wa.us >
Cc: Siems, Carolyn < Csiems@co.kitsap.wa.us >
To: Brown, Josh < JWbrown@co.kitsap.wa.us >

Sent: 2/6/2009 4:20:51 PM

Subject: Newberry Hill Land Exchange Public Outreach

Josh,

Will be following up with a briefing for you on the process details and the timeline which promises to have the transaction done in early June - if problems do not arrise.

At the moment, there is some urgency for DNR to provide notice to concerned parties and to invite their participation. We are asked to help them develop a stakeholders's and I want to be sure to include any parties of concern to you. Attached is DNR's starting point for your refenece. I will be sure to augment this list to include input from Park Board members such as Mark Fisher. We will also plan to do notification of private property owners within 300 feet of the proposed lands, to include Tribes, Mountaineers, and Stewardship Groups. The first DNR meeting is shaping up to be Wednesday evening, 3/11, in the Commissioner's Chambers.

Thank you,
MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
614 Division Street, MS-1
Port Orchard, WA 98366

(360) 337-5357
mkeough@co.kitsap.wa.us

Mail Message

Messaging Architects™

From: Roger Zabinski <r_zabinski@msn.com>
To : Natalie Bryson ; CarolSmiley ; Mary Earl ; Gary Lindsey ; Greg Hunt ; Stephen Cook ; Hank Mann Sikes ; Jon Pearson ; Kay Wilson ; lauraafedorko@wavecable.com ; osldo@yahoo.com ; Tex Lewis ; Bob Moyer ; Sue Foxx ; Richard Shattuck ; Jerry Van Fossen
CC : Carolyn Siems ; Josh Brown ;
Date Received: Tuesday, February 17, 2009 4:18:31 PM
Subject: CKCC February meeting agenda, January '09 minutes and 2009 meeting calendar
CKCC_Agenda_20090218.doc
CKCC_Minutes_20090121.doc
CKCC_Calendar_2009.doc

To all,

The proposed agenda for the CKCC meeting for tomorrow February 18, 2009 is attached as a Word file. Also enclosed are the draft minutes from January's meeting and the proposed CKCC meeting calendar for 2009. Please let me know if you have any questions or comments.
The CKCC meeting will be at our usual location:
Wednesday February 18, 2009
7:00 - 9:00 PM
Water & Fire District Community Room, 5300 NW Newberry Hill Road, Silverdale, WA

I look forward to tomorrow's meeting.

Roger Zabinski
CKCC, Secretary

CENTRAL KITSAP COMMUNITY COUNCIL
MEETING

Wednesday February 18, 2009
7:00 PM – 9:00 PM
Water & Fire District Community Room
5300 N.W. Newberry Hill Road
Silverdale, WA

AGENDA

7:00 PM **1.** **Call to Order:**

Pledge of Allegiance

- **A.** **Introduction of Council Members**
- **B.** **Adoption of Agenda**
- **C.** **Presentation of meeting minutes for January 2009**
- **D.** **Correspondence/Announcements**
- **E.** **Opportunity for public comment (comments limited to 3 minutes)**

7:20 PM **2.** **Business Meeting:**

- **A.** **Presentation on the Central Kitsap Food Bank** (Hoyt Burrows) (10 minutes)
- **B.** **Presentation on the Central Kitsap Fire and Rescue** – new fire engines and status of merger (Chief Ken Burdette) (15 minutes)
- **C.** **Presentation on the Kitsap County Transportation Advisory Committee** (Gary Lindsey) (15 minutes)
- **D.** **Update on the Waaga Way connector roads and Town Center Design Standards** (Eric Baker) (25 minutes)
- **F.** **Discussion on Council Retreat Goals** (Bob Moyer) (10 minutes)
- **G.** **Committee assignments** (Bob Moyer) (5 minutes)

8:40 PM **3.** **Opportunity for public comment (comments will be limited to three minutes)**

9:00 PM **4.** **Adjournment**

UPCOMING MEETINGS/EVENTS:

EXECUTIVE COMMITTEE – March 4, 2009
CENTRAL KITSAP COMMUNITY COUNCIL MEETING – March 18, 2009,
Water & Fire District Community Room, 5300 NW Newberry Hill Road, Silverdale, WA

CENTRAL KITSAP COMMUNITY COUNCIL

Meeting Minutes

January 21, 2009

I. Call to order

President Jon Pearson called to order the regular meeting of the Central Kitsap Community Council at 7:06 PM on January 21, 2009 in the Water and Fire District Community Room, 5300 N.W. Newberry Hill Road, Silverdale, Washington.

II. Roll call

Council members introduced themselves. The following members were present: Natalie Bryson, Steven Cook, Mary Earl, Laura Fedorko, Greg Hunt, Gary Lindsey, Tex Lewis, Jon Pearson, Richard Shattuck, Michael Simpkins, Carol Smiley, Jerry Van Fossen and Roger Zabinski. Commissioner Josh Brown attended, also. Sue Fox joined the meeting in session.

III. Approval of minutes from last meeting and adoption of agenda

The Agenda was adopted as presented. Minutes from the meeting of December 10, 2008 were adopted as corrected.

IV. Correspondence/Announcements

A. **Mary Earl** noted that the Council had received a Christmas card from Lynette George of the Blue Star Banner women, which was shared with the Council. She noted that the Council had sponsored two banners last year, which are now flying on Kitsap Mall Boulevard.

V. Recognition of Service

A. **Jon Pearson** presented plaques to **Carl Johnson** and **David Peterson**, which recognized their years of service on the Council. Both served three terms (nine years) on the Council; Mr. Johnson from 2000-2008 and Mr. Peterson from 1999-2007. **Tex Lewis** noted that Carl has been very active in the community, most recently as President of the Central Kitsap School Board. **Natalie Bryson** noted that Dave was a charter member and first president of the Council, was very active in Kiwanis and serves as the County Clerk.

VI. Business Meeting

A. **The Doctors Clinic: Dr. Brian Wicks** introduced the clinic by noting that it was a multispecialty medical group, owned and operated by doctors, that was started in 1949 by four doctors from Bremerton. It currently has 75 physicians

at eight sites, with a ninth, the Cavalon Center in Silverdale slated to open in March. The new center will offer oncology, cardiology, facial plastic surgery and dermatology services. Overall, the Doctors Clinic has 345 full-time and 140 part-time employees, with revenues of about $85 million. It is now implementing electronic health records, which, combined with email and digital imaging, will allow full access to patient records by any doctor at any group location. Future plans include doubling the size of its Bainbridge Island site and eventually adding some type of urgent care facility there, opening an urgent care practice at its Poulsbo site, and expanding its Silverdale Ridgetop site by up to 32,00 square feet.

Greg Hunt asked if the clinic would have occupational medicine capability. Dr. Wicks responded that they had just added a doctor for that service. **Roger Zabinski** asked if there were any plans to expand towards the Belfair/Shelton area. Dr. Wicks replied that that was not yet financially viable for the clinic. **Natalie Bryson** asked if there were any plans to provide pediatric services. Dr. Wicks said, "no, not right now." **Michael Simpkins** wondered if there might be any future alliance with the military. Dr. Wicks replied that Tricare reimbursements were so low that Tricare patients were not viable for the clinic. **Greg Lynch** note that Tricare covered military retirees, too, and that, within Kitsap County, about 40% of the people in primary care and 50% of the people in hospital at any one time were military-related.

B. **Kitsap Economic Development Alliance: Bill Stewart** began by noting that The Doctors Clinic was the sixth-largest private employer in the County. The unemployment rate in the county at the end of the year was 6.1%, up from 5.8% at the end of 2007. This is about 1 percentage point less than the Washington State rate. Building permits are at 50-60% of the level one year ago. Retail sales in unincorporated Kitsap County were down 16% in November from a year ago. Interestingly, new business license applications are up significantly everywhere. KEDA is a private, non-profit organization with a budget of about $350K/yr. The Board of Directors numbers 40, equally split between private and non-profit organizations. They are working with KRCC to obtain better statistics for Kitsap (Kitsap vitals), which KEDA intends to use to benchmark against other, similar areas in the U.S. They need more support for the Kitsap 20/20 vision. KEDA is following very carefully how Federal dollars will come down for economic incentives. Washington should get about 2% of the total funds.

Roger Zabinski asked about the prospects for a venture capital forum in Kitsap. Mr. Stewart responded by noting that most VC firms are very independent and they specialize in certain narrow areas. West Sound Tech tried to do an "angel" investor event a few years ago – but there were not enough sign-ups to make it happen. **Tex Lewis** asked about the County's assets and liabilities. Mr. Stewart replied that the work force is a big asset. Our biggest liability is something that we can't do anything about locally –

compared to Oregon, this state taxes materials and construction labor, which is a significant cost handicap for new investment.

C. **The Illahee Subarea Plan Update: Jim Aho** said that the community had received the final boundaries for its Plan, as decided by the County Commissioners, who voted to adopt the Plan with the boundary changes. The primary change was the removal of the commercial strip along State Route 303. **Jim Sommerhauser** noted that the Illahee community was exceptional in backing up its views with studies and data that they at least partially paid for.

D. **Election of Officers: Carol Smiley** gave the report of the nominating committee. It proposed the following slate: President – Robert Moyer; Vice-President – Gary Lindsey; Secretary – Roger Zabinski; Immediate Past President – Jon Pearson; Members-at-Large – Richard Shattuck and Sue Fox (see attachment). **Jon Pearson** called for nominations from the floor. There were none. Following a motion to elect and a second, the slate was elected by unanimous vote.

VII. Committee Reports

A. **Parks: Roger Zabinski** noted that next Wednesday there would be an Echo Summit that would focus on the Puget Sound Partnership objectives. **Gary Lindsey** commented about recent developments on the Markwick property, including a meeting with Commissioner Bauer to discuss certain property issues. **Mary Earl** and **Tex Lewis** noted that there would be Clear Creek Trail work parties on January 23 and 31, "Salmon in the Classroom" in March and Earth Day coming in April. **Laura Fedorko** added information about the Anderson Hill Road overpass project. Painting is tentatively scheduled to begin in April; it's weather-dependent. A contractor is being considered to apply the upper portion of the mural.

B. **Economic Development and Land Use: Roger Zabinski** remarked that the Committee was looking for ways to support the Kitsap Regional Library. The next meeting of the Library board will be on Tuesday at 4:30 PM at the Sylvan Way branch.

C. **Government Relations: Natalie Bryson** reported that she and several other members of the Council had attended a meeting today about the YMCA project on the Community Campus. BCRA has been contracted to do the master site planning and to design the "Y". They will do specific site planning to locate the major activities planned for the site, including the "Y", a new KRL branch and other community-oriented activities.

VIII. By-Laws Amendments

Proposed amendments to Articles V and XVI of the By-Laws were read for the second time (see attachment). Upon a motion made and seconded, the changes were adopted unanimously.

IX. Council Retreat

After discussion, it was agreed to hold the Council's annual retreat on February 7 from 9:00 AM to 1:00 PM at the Clear Creek Trail barn. **Mary Earl** volunteered to coordinate the session.

X. Public Comment

Jim Sommerhauser stated that the Council needed to find a way to stay more closely in touch with what is going on in the County that affects the Central Kitsap area – and to get information earlier in the cycle. For example, regarding walkable communities, the phase 2 requirements have significant changes. Also, concerning the Waaga Way Extension service roads, a decision is likely from the Commissioners in the next few weeks. Until this is decided, the area is under a development moratorium.

XI. Adjournment

Jon Pearson adjourned the meeting at 9:10 PM.

Minutes submitted by Robert Moyer, Secretary

CENTRAL KITSAP COMMUNITY COUNCIL
Calendar of Events – 2009 (Preliminary)

February 18	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
March 18	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
April 15	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
May 20	Town Hall Mtg. (Legislative debrief)	Silverdale Community Center Evergreen Room
June 17	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
July 15	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
August 26-30	County Fair Booth	Kitsap County Fairgrounds Pavilion
September 16	Regular Meeting	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
October 21	Town Hall Mtg.	Silverdale Community Center Evergreen Room
November 18	Regular Meeting (Legis. Priorities)	Water and Fire District Community Room 5300 N.W. Newberry Hill Road
December 16#	Regular Meeting (Committee Appreciation)	Water and Fire District Community Room 5300 N.W. Newberry Hill Road

Committee Reports & Appreciation:
Committee members (CKCC and community members) - social event with public recognition.

Oct 21 Town Hall: Kitsap County Commissioners – give dissertation of what they are doing and how it affects in the CK area

Messaging Architects™

Mail Message

From: Chip Faver
To : Josh Brown ; stevem@watermark-llc.com
CC : Carolyn Siems ;
Date Received: Sunday, February 15, 2009 6:27:39 PM
Subject: Re: Newberry Heritage Park

Josh,

I have answered several e-mails on this topic and yes the exchange includes honoring the lease. The transfer should be transparent to KRRC. We discussed the lease transfer with DNR two weeks ago and project this transfer to be transparent to them. We are scheduled to meet with DNR and KRRC together in the next week. DNR's Brad Pruitt is setting up the meet as his agency is the landlord

H. F. "Chip" Faver
Director, Kitsap County
Parks and Recreation
>>> Josh Brown 02/15/09 3:53 PM >>>
Steve,

Nice to hear from you. For several years, Kitsap County has worked on a land swap with DNR to complete the acquisition of the Newberry Hill Heritage Park. When the acquisition is complete, Kitsap County will then work with the community to develop master plan that will determine appropriate uses.

I don't know the exact deal terms of the lease between DNR and the Kitsap Gun and Revolver Club, but I would expect Kitsap County to assume and honor any leases that would come as part of the exchange.

Trails that have been developed to date would be under the approval of DNR, not Kitsap County.

Warm regards,

Josh Brown
Kitsap County Commissioner, District #3
614 Division Street, MS - #4
Port Orchard, WA 98366-4676
P: (360) 337-7146
F: (360) 337-4632
jwbrown@co.kitsap.wa.us
www.kitsapgov.com

>>> Steve Martz <stevem@watermark-llc.com> 2/10/2009 3:25 PM >>>
Dear Commissioner Brown,

I am trying to find out more information about Newberry Heritage Park. I live adjacent to the current DNR land and have heard rumors of a land swap between Kitsap County and DNR. How would this affect the current Kitsap Gun and Revolver Club? What is the long-term plan for this park. I also understand that the Kitsap Mountain Bike Club are building trails on this land. If you could shed some light on this proposed park, I would appreciate it greatly. Thank you.

Steve Martz
Estate Manager

Watermark Estate Management Services
301 E. Wallace Kneeland Blvd., Ste 224
Box 106
Shelton, WA 98584

(425) 468-2988 Office/cell
(360) 898-6627 Fax
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Messaging Architects™

Mail Message

From: Chip Faver
To : Josh Brown
Date Received: Thursday, January 15, 2009 12:58:54 PM
Subject: Newberry Hill Land Exchange Bullet Points Coming

Josh,

Chip has asked me to get you details rather quickly regarding the Newberry Hill LAnd Exchange with the DNR. Allow me to send you bulleted points, all key players and timelines.

I will get that to you momentarily.

MFK
for Chip

H. F. "Chip" Faver
Director, Kitsap County
Parks and Recreation

Messaging Architects™

Mail Message

From: Matt Keough
To : Josh Brown
CC : Chip Faver ;
Date Received: Tuesday, December 09, 2008 1:15:01 PM
Subject: Newberry Hill Exchange Email Briefing

This email is intended to summarize the status of the Central Kitsap Greenway/Newberry Hill project:

The Central Kitsap Greenway Urban Wildlife Habitat Grant (RCO #04-1457A) is not yet closed. That grant helped acquire 305 yet-to-be specified acres within the larger Central Greenway.

Kitsap County wishes to include a portion of the Central Kitsap Greenway as part of a trade with DNR for a 500 acre DNR School Trust land adjacent to Newberry Hill Heritage Park. Additional conversion-ready DNR acreage, contiguous to this parcel, would more likely come to the County through this effort.

Land values established through appraisals of the properties involved in the trade will determine if any and how much of the grant funded lands will be needed to equal the value of the DNRâ€™s Newberry Hill School Trust Lands. RCO is willing to work with us to enable the proposed exchange, within certain parameters, without going through the arduous and uncertain conversion process. Most significantly, RCO staff now supports our preferred option to wait for the land exchange before setting the required deed restriction for 305 acres.

While RCO is supportive of our preferred option, the Central Kitsap Greenway Grant needs to be finalized and closed soon. Our grant manager has asked the County to finalize the exchange and file an amended deed of right, with the new legal description reflecting the 305 acres, as determined by the exchange appraisals, by spring of 2009.

Brad Pruitt at the Department of Natural Resources (DNR) will brief his superiors at DNR, and seek their direction to begin the exchange which must be done through their protocols through their appraisal process. At our request, Brad will prepare a timeline for the exchange to be done to evaluate the practicality of meeting this goal. We have communicated our interest to him as well as Mark Mauren of DNR for action at DNR board meeting of March 2009. Mark's contact: mark.mauren@dnr.wa.gov

Please let me or Chip Faver know if you have questions or require a broader or more direct report.

-MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
(360) 337-5357
mkeough@co.kitsap.wa.us

Messaging Architects™

Mail Message

From: mary earl <ggrapex@yahoo.com>
To : ggrapex@yahoo.com ; Roger Zabinski ;
CC : Natalie Bryson ; Carol Smiley ; Carl Johnson ; Gary Lindsey ; Greg Hunt ; Stephen Cook ; Hank Mann Sikes ; Jon Pearson ; Josh Brown ; Kay Wilson ; Tex Lewis ; Bob Moyer ; Sue Foxx ; Richard Shattuck ; Jerry Van Fossen ; Zoe
Date Received: Monday, December 08, 2008 8:16:59 AM
Subject: Re: CKCC Town hall setup and refreshments

The Clear Creek Task Force has a plethora of unmatched cups and napkins we will donate to the cause. How many would you like to have on hand?

Grape Expectations Wine Shop
in Old Town Silverdale since 1985
3594 NW Byron, #102
698.0522

--- On Sun, 12/7/08, Roger Zabinski <r_zabinski@msn.com> wrote:
From: Roger Zabinski <r_zabinski@msn.com>
Subject: CKCC Town hall setup and refreshments
To: "Jon Pearson" <jnpears@hotmail.com>, "Zoe" <zoez@covad.net>, "Kay Wilson" <kwwilson@bartcommunity.org>, "Jerry Van Fossen" <vanfossenjer@aol.com>, "Mary Earl" <ggrapex@yahoo.com>, "Hank Mann Sikes" <hanks@bigplanet.com>, "Stephen Cook" <guitarven@comcast.net>, "Tex Lewis" <qedl@silverlink.net>, "Carl Johnson" <cnhjohnson@wavecable.com>, "Richard Shattuck" <shattucklaw@earthlink.com>, "Sue Foxx" <sefoxx@hotmail.com>, "Greg Hunt" <gregoryhunt@comcast.net>, "Bob Moyer" <re_moyer@msn.com>, "Carol Smiley" <clsmiley75@hotmail.com>, "Gary Lindsey" <glindsey@wavecable.com>, "Natalie Bryson" <callmeathome@juno.com>, "Roger Zabinski" <r_zabinski@msn.com>
Cc: "Josh Brown" <jwbrown@co.kitsap.wa.us>
Date: Sunday, December 7, 2008, 10:04 PM

#yiv2007642810 .hmmessage P
{
margin:0px;padding:0px;}
#yiv2007642810 {
font-size:10pt;font-family:Verdana;}

I have some updates regarding the refreshments and for the set up crew for the Wednesday night meeting.

I have purchased water and juice. We have table covers in the office. I have placed an order for some cookies.

We need cups and napkins. If anyone wants to pick them up, let me know.

I do have a question for Jon or Carl or anyone who is familiar with the Gym room of the Jenne-Wright building. We are anticipating having a table for refreshments - water, juice, cookies. Is that ok? There aren't any rule that forbid having food/beverage in that room are there? Are there tables and chairs readily available? If you think setup will be quite a job, let me know.

If setup is simple, as I expect, then Jerry, myself and any others who want to help with set up: Please arrive between 6:15 - 6:30pm on Wednesday night at the Gym of the Jenne-Wright building. We are anticipating some posters for the community campus, Newberry Hill Heritage Park and possibly for the Harrison Hospital development that need to be put up. We will anticipate having some easel stands for the posters. There may be some setup to do with chairs and tables.

I will check with Josh about the posters etc.

If there's anything else, please let me know. Thanks.

Roger
\

Mail Message

Messaging Architects™

From: Roger Zabinski <r_zabinski@msn.com>
To : Natalie Bryson ; Carol Smiley ; Carl Johnson ; MaryEarl ; Gary Lindsey ; Greg Hunt ; Stephen Cook ; Hank Mann Sikes ; Jon Pearson ; Kay Wilson ; Tex Lewis ; Bob Moyer ; SueFoxx ; Richard Shattuck ; Jerry Van Fossen ; Zoe
CC : Josh Brown ;
Date Received: Sunday, December 07, 2008 10:04:53 PM
Subject: CKCC Town hall setup and refreshments

I have some updates regarding the refreshments and for the set up crew for the Wednesday night meeting.

I have purchased water and juice. We have table covers in the office. I have placed an order for some cookies.

We need cups and napkins. If anyone wants to pick them up, let me know.

I do have a question for Jon or Carl or anyone who is familiar with the Gym room of the Jenne-Wright building. We are anticipating having a table for refreshments - water, juice, cookies. Is that ok? There aren't any rule that forbid having food/beverage in that room are there? Are there tables and chairs readily available? If you think setup will be quite a job, let me know.

If setup is simple, as I expect, then Jerry, myself and any others who want to help with set up: Please arrive between 6:15 - 6:30pm on Wednesday night at the Gym of the Jenne-Wright building. We are anticipating some posters for the community campus, Newberry Hill Heritage Park and possibly for the Harrison Hospital development that need to be put up. We will anticipate having some easel stands for the posters. There may be some setup to do with chairs and tables.

I will check with Josh about the posters etc.

If there's anything else, please let me know. Thanks.

Roger

From: jnpears@hotmail.comTo: zoez@covad.net; kwwilson@bartcommunity.org; vanfossenjer@aol.com; ggrapex@yahoo.com; hanks@bigplanet.com; guitarven@comcast.net; r_zabinski@msn.com; qedl@silverlink.net; cnhjohnson@wavecable.com; jnpears@hotmail.com; shattucklaw@earthlink.com; sefoxx@hotmail.com; gregoryhunt@comcast.net; rzabinski@decode.com; re_moyer@msn.com; ddaniels@co.kitsap.wa.us; clsmiley75@hotmail.com; glindsey@wavecable.com; callmeathome@juno.comCC: jwbrown@co.kitsap.wa.usSubject: CKCC Town hall arrangements and other .Date: Sun, 7 Dec 2008 09:26:16 -0800

Messaging Architects™

Mail Message

From: Jon Pearson <jnpears@hotmail.com>
To : callmeathome@juno.com ; clsmiley75@hotmail.com ; cnhjohnson@wavecable.com ; Dana Daniels ; ggrapex@yahoo.com ; glindsey@wavecable.com ; gregoryhunt@comcast.net ; guitarven@comcast.net ; hanks@bigplanet.com ; kwwilson@bartcommunity.org ; qedl@silverlink.net ; r_zabinski@msn.com ; re_moyer@msn.com ; rzabinski@decode.com ; sefoxx@hotmail.com ; shattucklaw@earthlink.com ; vanfossenjer@aol.com ; zoez@covad.net
CC : Josh Brown ;
Date Received: Sunday, December 07, 2008 9:26:16 AM
Subject: POSSIBLE SPAM! SCORE = 11.4 CKCC Town hall arrangements and other .

Good morning all;

I was saddened to see in the paper that another of our good friends,Barbara Stevens,has passed away.We all know her from dealing with her in our efforts to bring a new library facility to the CK community campus and can appreciate her love for that project..She will be sorely missed by all of us.There will be a memorial in her honor at the Silverdale branch library at 11:30 AM on the 20th of December.I would hope that as many of us as possible will attend.
There just seems to be too many of our friends and active members of the community leaving us lately and they are all missed.

We have a bit more housekeeping to do before the coming meeting and here it is;
1) We need to have a nominating committee formed as soon as we can,so please let me know if you would be willing to serve. We have one volunteer in Natalie Bryson already.
2) The following is a list of members whose terms are coming to anend and we need to know which of you wants to serve again for another term.These are the names that I got from Jan Koske; Richard Shattuck,Carl Johnson,Mary Earl,Carol Smiley and Kay Wilson.
3) Following the Harrison Hosp. presentation,I will entertain a motion from the council for support of this project,so I would appreciate knowing who would be willing to do that,also we will be entertaining a motion of our wholehearted support for the Puget Sound Partnership and their action report.
3) Natalie,could you and Steven Cook get together to discuss a bit of the history of our past projects in the Central Kitsap area as we have asked him to present that part of the program and he is willing.
4) We did get a meeting announcement in the Reporter and I have talked at length with Brynn and hope to get a larger one in the Sun,but seeing the story in this morning's Sun,I suppose that everything will be smaller now.
5) Parks,please let me know who is going to be giving the Newberry Hill park presentation.
That's it for now,If there are any thoughts from you,please let me know.. I'll be pretty close to home today as I am way behind on getting my outside lights up..If any of you have driven by our place on Chico,you may notice that I am having to add several strings of lites to the blue tree and raise the star about 6-7 feet as the tree has really grown the last two years.
Thanks
JonP.

Mail Message

Messaging Architects™

From: Dana Daniels
To : Josh Brown
Date Received: Thursday, October 09, 2008 4:58:55 PM
Subject: Newberry Hill Update

Josh,
Matt Keough called to give you an update on Newberry Hill. He is back in Baltimore for a conference but will be accessible by email if you need more information. He said they got word from the RCO office that they are tentatively in support of the land conversion so that was great news - they do need more details - but it's good news and they said it can be done administratively. He said they only need now to get DNR's approval.
Dana

Mail Message

Messaging Architects™

From: "mark fisher" <fisher_mark@msn.com>
To : Lori Raymaker ;
CC : Brian Hauschel ; Dori Leckner ; Frank Stowell ; Josh Brown ; Matt Keough
Date Received: Tuesday, September 23, 2008 5:26:58 PM
Subject: Re: Newberry Hill Property meeting

The only work done out there for a long time has been by the bikers. Knowing the area well along with contact with, that is factual. Like Banner also. No conflicts other than some complaining, the June ema horse signs on mountain biker built trails, not on county lands. (I had a discussion with Chip on this 3 v detail.) If they want their own trails, put them in. Find out what it takes to put in trail in the NW. Horse: motorized regarding impact, and worse on soft soils. No one wishes to put up with horse crap on the tra have asked the locals to clean up after their stock, and that has worked fine.

Segregation of trails is the only system that works when it comes to impact. You can confirm that with recreation lead. We build trails for walk/run/bike.

As a long time builder, and user of trails, I am all pay to play. As in your physical presence out there w trails, etc. Saying you pay taxes means nothing. We all do that. I am glad lands are available for recreat the time to work on them knowing well the county has no money for creation and maintenance of these Imagine what Banner would look like without the mountain bikers keeping the trails clear. Few users ta work on systems that are available to them. Those that do garner position over the others.

----- Original Message -----
From: Lori Raymaker<mailto:lraymake@co.kitsap.wa.us>
To: mark fisher<mailto:fisher_mark@msn.com>
Cc: Frank Stowell<mailto:dolierf@aol.com> ; Brian Hauschel<mailto:BHausche@co.kitsap.wa.us> ; I Leckner<mailto:DLeckner@co.kitsap.wa.us> ; Josh Brown<mailto:JWbrown@co.kitsap.wa.us> ; Matt Keough<mailto:MKeough@co.kitsap.wa.us>
Sent: Tuesday, September 23, 2008 4:32 PM
Subject: Re: Newberry Hill Property meeting

Mark,
I'm not sure that I understand your questions or email, but I will answer to what I think you are asking. let me know and we'll try again. If you are asking for the time for this Thursday's meeting, it is 10:00 a School. Check in at the office and they will direct you to our meeting area. I am not sure what room we vice-principal has arranged this for us.
As for who came up with this meeting, it was the staff. There are a number of different reasons. As you fair, we had quit a few people ask about the property. I know that you have a group that builds/maintai there, and I've been told of others who are working out there. So, from a volunteer stand point, I needed who is there and what they are doing. I also understand that some of our user groups, in particular bike are having some conflicts. So, in order to get everyone, including staff, on the same page, we decided t meeting. It is my hope that with this meeting, we will all better understand our own roles and each othe that, we should all be able to work toward the common goal of bettering the property for everyone invo

Please let me know if you have other questions or concerns.
Lori

>>> "mark fisher" <fisher_mark@msn.com<mailto:fisher_mark@msn.com>> 9/23/2008 3:38 PM >>>
Advise on the time and I'll change my schedule to meet. The only current county owned property in the
chunk is on the NW corner. Still, who did this get planned and conceived for a need of this type of mee
know this goes back to the BS email of June from people I have had no contact, putting out a threatenir

----- Original Message -----
From: Lori Raymaker<mailto:lraymake@co.kitsap.wa.us<mailto:lraymake@co.kitsap.wa.us>>
To: Frank Stowell<mailto:dolierf@aol.com<mailto:dolierf@aol.com>> ; Tom
Coleman<mailto:Tomc@cksd.wednet.edu<mailto:Tomc@cksd.wednet.edu>> ; Brian
Hauschel<mailto:BHausche@co.kitsap.wa.us<mailto:BHausche@co.kitsap.wa.us>> ; Dori
Leckner<mailto:DLeckner@co.kitsap.wa.us<mailto:DLeckner@co.kitsap.wa.us>> ; Josh
Brown<mailto:JWbrown@co.kitsap.wa.us<mailto:JWbrown@co.kitsap.wa.us>> ; Matt
Keough<mailto:MKeough@co.kitsap.wa.us<mailto:MKeough@co.kitsap.wa.us>> ; Teresa
Brooks<mailto:tbrooks@crista.net<mailto:tbrooks@crista.net>> ;
jesse.sims<mailto:jesse.sims@dnr.wa.gov<mailto:jesse.sims@dnr.wa.gov>> ; Sam
Jarrett<mailto:sam.jarrett@dnr.wa.gov<mailto:sam.jarrett@dnr.wa.gov>> ; mark
fisher<mailto:fisher_mark@msn.com<mailto:fisher_mark@msn.com>> ; Bruce
Anderson<mailto:anderson@silverlink.net<mailto:anderson@silverlink.net>> ; KC
Butler<mailto:kcbutler@wavecable.com<mailto:kcbutler@wavecable.com>> ; Steve
DeCoy<mailto:SDeCoy@wavecable.com<mailto:SDeCoy@wavecable.com>> ; Mike
Wellborn<mailto:klownprinze@yahoo.com<mailto:klownprinze@yahoo.com>>
Sent: Tuesday, September 23, 2008 9:26 AM
Subject: Re: Newberry Hill Property meeting

Mark,
I apologize for the late notice on this meeting. It is my fault.

Let me assure you that this meeting is not a master planning meeting for the property. It is a meeting to
county property boundaries, determine the current user groups that we have out at the property, and to ı
users on the progress of the land transfer between DNR and the County. As a board member, you are pı
date on most of this information. It is also a meeting to determine the work that is being done by volunt
any, on the county property. As you know, if we have volunteers working on county property, we need
that they are registered as volunteers, their volunteer hours are properly recorded, and they are trained c
equipment that they are using. Also, if any work is being done on County property, that work needs to l
the County because it is the County who accepts the liability for the property.

I know that Tom Coleman, Klahowya teacher and avid mountain bike rider, will be attending the meeti
worked with your group. So, if he is comfortable representing the mountain bike riders, that would be g
someone else who you would like to invite to the meeting to attend in your place, that would be fine toı
know. Also, I will keep you informed on what was discussed at the meeting.

I realize that your group is a large volunteer group and has done some great work on both county and D
The County would like to continue to work with your group. When you get back to town, please contac
can discuss any work being done on county property and make sure that we are following the appropria
night time meeting with your group at Klahowya would be a great idea so that I can introduce myself a
about any work or trails that they would like to develop on the County property.
Thank you,

Lori Raymaker
Park Stewardship Coordinator
Kitsap County Parks & Recreation
1200 NW Fairgrounds Rd.
Bremerton, WA 98311
(360) 337-5372

>>> "mark fisher" <fisher_mark@msn.com<mailto:fisher_mark@msn.com<mailto:fisher_mark@msn.
3Cmailto:fisher_mark@msn.com>>> 9/22/2008 7:48 PM >>>
I gotta laugh, This is not planning here. Most people involved work, especially teachers at the school.
3 days notice is a total lack of forethought. I am out of the state now.

Who brought this up out of the blue? Everyone knows I am the go to for what is going on out there alo
established contacts. Including the DNR.

The gnomes are well organized, have plenty of money, include engineers and construction project man
of other county lands well, and have the interested parties rallied including an evening meeting any tim
using the auditorium at Klahowya. The ground work has been done for the trailhead, parking, interpreti
layout. We are well connected with the DNR on area lands, put in more work hours on county/DNR th
user group involved with the county. Have our own website also.

For the county, first: get the land transfer done. Then plan accordingly.

Advise.
----- Original Message -----
From: Lori
Raymaker<mailto:lraymake@co.kitsap.wa.us<mailto:lraymake@co.kitsap.wa.us<mailto:lraymake@cc
3Cmailto:lraymake@co.kitsap.wa.us>>>
To: Frank Stowell<mailto:dolierf@aol.com<mailto:dolierf@aol.com<mailto:dolierf@aol.com%
3Cmailto:dolierf@aol.com>>> ; Dori
Leckner<mailto:DLeckner@co.kitsap.wa.us<mailto:DLeckner@co.kitsap.wa.us<mailto:DLeckner@cc
3Cmailto:DLeckner@co.kitsap.wa.us>>>
Sent: Monday, September 22, 2008 1:39 PM
Subject: Newberry Hill Property meeting

Kitsap County Parks would like to meet with interested parties concerning the Newberry Hill Property.
on Thursday, Sept 25, at 10:00 am at Klahowya School. We will discuss current uses and plans for the
possibly tour some of the property. Please let us know if you are available to attend this meeting.
Thank you,

Lori Raymaker
Park Stewardship Coordinator
Kitsap County Parks & Recreation
1200 NW Fairgrounds Rd.
Bremerton, WA 98311
(360) 337-5372

Mail Message

Messaging Architects™

From: "kcbutler" <kcbutler@wavecable.com>
To : Bruce Anderson ; Brian Hauschel ; Dori Leckner ; Frank Stowell ; mark fisher ; jesse.sims ; Josh Brown ; Mike Wellborn ; Lori Raymaker ; Sam Jarrett ; Steve DeCoy ; Teresa Brooks ; Tom Coleman
Date Received: Tuesday, September 23, 2008 8:09:25 AM
Subject: Re: Newberry Hill Property meeting

Ditto for myself. I am also unavailable on such short notice. While I'm able to adjust my schedule for day meetings, at least a week notice would be helpful. I think the message your are getting is that a lot of people are interested and passionate about this property, and want to be involved.
K.C.
----- Original Message -----
From: mark fisher
To: Lori Raymaker ; Frank Stowell ; Dori Leckner ; Brian Hauschel ; Josh Brown ; KC Butler ; Mike Wellborn ; Bruce Anderson ; Sam Jarrett ; Tom Coleman ; Teresa Brooks ; Steve DeCoy ; jesse.sims
Sent: Monday, September 22, 2008 7:48 PM
Subject: Re: Newberry Hill Property meeting

I gotta laugh, This is not planning here. Most people involved work, especially teachers at the school.
3 days notice is a total lack of forethought. I am out of the state now.

Who brought this up out of the blue? Everyone knows I am the go to for what is going on out there along with the established contacts. Including the DNR.

The gnomes are well organized, have plenty of money, include engineers and construction project managers, take care of other county lands well, and have the interested parties rallied including an evening meeting any time we want using the auditorium at Klahowya. The ground work has been done for the trailhead, parking, interpretive stuff, use layout. We are well connected with the DNR on area lands, put in more work hours on county/DNR then any other user group involved with the county. Have our own website also.

For the county, first: get the land transfer done. Then plan accordingly.

Advise.
----- Original Message -----
From: Lori Raymaker
To: Frank Stowell ; Dori Leckner
Sent: Monday, September 22, 2008 1:39 PM
Subject: Newberry Hill Property meeting

Kitsap County Parks would like to meet with interested parties concerning the Newberry Hill Property. We will meet on Thursday, Sept 25, at 10:00 am at Klahowya School. We will discuss

current uses and plans for the property and possibly tour some of the property. Please let us know if you are available to attend this meeting.
Thank you,

Lori Raymaker
Park Stewardship Coordinator
Kitsap County Parks & Recreation
1200 NW Fairgrounds Rd.
Bremerton, WA 98311
(360) 337-5372

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 270.7.0/1685 - Release Date: 9/22/08 4:08 PM

Mail Message

Messaging Architects™

From: Matt Keough
To : Josh Brown
CC : Chip Faver ; Dana Daniels ;
Date Received: Thursday, September 04, 2008 12:18:56 PM
Subject: Park Project, Requested Update

Josh,

I hope you all is well with you. Before proceeding with the requested update on several park projects, I want to thank you for meeting with Aaron Lambert this week on Seabeck. He really appreciated the time with you and the direction you provided.

Gordon Field:
We are conducting required site analysis and feasibility studies at this time; we "paused" in May/June in part to get a handle on the funding, learn more about turf options, and to evaluate PFD's interest and current experience on Bainbridge. Post-Fair (access and use of the field is partially compromised through late August), Alki Consultants now has the notice to proceed with soil testing as part of their geotechnical review. (A working drainage system is fundamental to turf fields.) The planning staff lead is Martha Droge - at x5361. She has coordinated well with the PFD and interested groups; she'll release an implementation schedule once the preliminary site information is in and analyzed against budget realities. Internally, we hope to see the new turf (as well as adjacent bathrooms renovated) complete by summer 2009.

Newberry Hill:
As you know, the land exchange with DNR has been through several rounds of discussions with various proposals and contingencies. To have an feasible exchange (equal value), we now know that we will have to convert some of the CK Greenway acreage out of its conservation easement (State funds required this). The conversion process will requires like-for-like property exchanges as agreed upon by the state's Recreation and Conservation Office. We are working with the RCO staff so that they might recommend it through their board. There is some delay in that the RCO staff is fully occupied with grant application/award processes. Rick was correct to warn us that we have numerous processes to engage - if the RCO does approve conversion, we must then get appraisals done and present the total land exchange to DNR... for their board to review. Early 2009 remains an internal goal with the DNR first quarter meeting of 2009.

Illahee Reserve Parking Lot:
The more significant permits are in hand - to the credit of DCD who helped fast track it. Construction/bid documents have been prepared by Map Limited (our hired consultant) so that the contract bidding process can get underway. We will soon be noticing the bid process and selecting a contractor to do the work. Strategically, we will amend the contract as we go - per the conditions of the final Forest Practice and storm control permits. Project Coordinator Martha Droge has the plans for the parking lot (including grading) if you are interested in further detail.

West Central Little League:
Chip has made this an immediate priority and I have called the CKSD for a meeting regarding our field useage at Klahowya. It is tied to our ILA(s) with the CKSD. Recently, we focused on

maintenance issues within that ILA and did not want to confuse the issues but can now engage on field useage. I'll keep you appraised of the issues, especially if there is an impasse or a meeting where your offices would assist.

Sincerely,
MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
(360) 337-5357
mkeough@co.kitsap.wa.us

Messaging Architects™

Mail Message

From: <rickfackler@comcast.net>
To : Faver, Chip ; Keough, Matt
CC : Pruitt, Brad ; Brown, Josh ;
Date Received: Sunday, July 06, 2008 11:33:55 PM
Subject: Newberry Hill onversion request
Conversion Rationale 6.18.08.doc
Central Kitsap Greenway.doc
ChicoCreekProperty[2].pdf

Hi, Chip and Matt

Attached are a draft memo to send to RCO on County letterhead by Chip, requesting the conversion of Central Kitsap Greenway grant lands to enable the Newberry Hill exchange. It is a tome, but I believe the detail is necessary to provide the details RCO will need to make their decision. I recommend sending the memo by email to Kayleen, as well as to Marguerite Austin, Kammie Bunes and Sarah Thirtyacre at RCO, as all those people will be involved in their decision-making on this request.

Also attached is a brief description of those pros & cons for the conversion, as they came to my mind, and a very skeletal description of the process for completing the exchange, with and without the conversion approval from RCO.

Finally, there is a map showing the grant lands. There is a second map which I am working with Paul Andrews at GIS to have cleaned up, which shows the properties involved in the exchange. I will have that map to you asap, so it can go out with the memo.

Rick

MEMO

From: Chip Faver, Kitsap County Parks & Recreation Director
To: Kaleen Cottingham, Recreation and Conservation Office (RCO) Director
Re: Conversion Request advice for Central Kitsap Greenway, RCO #04-1457A
June 22, 2008

This memo is being written to try to describe a long and complicated set of issues on properties which involve RCO. The critical question for which the County needs a response from RCO is in the final paragraph of this treatise. We need an answer to that question in order to determine how to proceed with what I am sure you will agree is an exciting project - one which will result in the protection of a key large property which will provide critical wildlife habitat and contribute to creating a clear boundary to urban growth in Central Kitsap County.

Background

In 2004 Port Blakely Tree Farms placed two large properties they owned in West Central Kitsap County up for sale through a closed bid auction. One of the Port Blakely Tree Farm properties, known as Port Blakely Tree Farm Kitsap County, Tract 1 (CK Greenway), is a 623 acre property lying east of Wildcat Lake. It extends from the northeastern slopes of Green Mountain on the South to Department of Natural Resources managed Newberry Hill property on the north. Chico Creek, Kitsap County's most productive salmon stream, traverses the property. The property is also a key link in a north-south terrestrial wildlife corridor identified in WDFW studies of the County.

A number of public and non-profit entities, including Kitsap County, the Washington State Department of Natural Resources (DNR), the Washington State Department of Fish and Wildlife (WDFW), the Great Peninsula Conservancy and the Mountaineers Foundation had been cooperating over a number of years to identify and preserve key open space lands in West Central Kitsap County. The CK Greenway property was viewed by those agencies and organizations as a regionally critical parcel for habitat and open space preservation purposes. As none of the parties had sufficient funds to acquire the entire property, they deemed the property important enough to work cooperatively to acquire.

Kitsap County submitted a bid for the property after coming to agreement on a strategy which involved financial participation by several of the parties listed above. The Mountaineers and the Great Peninsula Conservancy agreed to contribute cash toward the acquisition. It was agreed that the County would apply to the Washington State Recreation and Conservation Office (RCO) for a Washington Recreation and Wildlife Program (WWRP) for a grant to help reimburse a portion of the acquisition costs for part of the property, so the County requested and received a waiver of retroactivity, enabling future grant applications. It was also agreed that the DNR and the County would exchange the southern portion of the CK Greenway property, which lay on Green

Mountain and is surrounded by DNR lands for 500 acres at Newberry Hill, which are contiguous to and north of the CK Greenway property.

Newberry Hill Land Exchange

Kitsap County has long identified these Newberry Hill DNR lands as the site for a regional "Heritage" park to serve Central Kitsap County. Originally, Newberry Hill was approximately 1,000 acres of lands managed by DNR. Approximately 500 acres of that land is School Trust land (Trust lands), managed by DNR for the Common Schools of the State. The remaining approximately 500 acres of State managed lands at Newberry Hill was State Forest Board-Transfer Land (Forest Board lands). These are lands which were deeded by the County to the State many years ago, and which the State manages in the interest of various taxing authorities within the County. State law provides a mechanism wherein the County can request that those lands be reconveyed by DNR to Kitsap County for use for recreational purposes. Kitsap County had identified the DNR Newberry Hill property as a regional park site in officially adopted Kitsap County Park, Recreation and Open Space Plans since at least 1994. In the early 1990's 255 acres of the Forest Board-Reserve lands were reconveyed to Kitsap County. When the Port Blakely land became available, the agreement between the DNR and County was that the County would trade that portion of the CK Greenway property on Green Mountain to DNR for the Trust land portion of the Newberry Hill lands, and that DNR would simultaneously reconvey the remaining approximately 250 acres of Forest Board lands to Kitsap County. This is consistent with DNR management plans, in that they are attempting to consolidate their ownership into larger, more easily managed blocks of land. Green Mountain is one of those blocks in Kitsap County and, at 1,000 acres, the Newberry Hill property is relatively small.

When considering the trade, it was recognized that the Trust lands at Newberry Hill would likely have a lower per acre value than the CK Greenway lands, as a significant percentage of those Trust lands were wetlands with lower market and timber production values, so only a portion of the CK Greenway property would be traded. Another property owned by Kitsap County and located on Green Mountain was identified as potential property to be included in the trade for the Newberry Hill DNR School Trust lands. The grant application was submitted based upon the assumption that that additional land would be included in the trade for the DNR Newberry Hill land, and the area of the property to be included in the grant was estimated accordingly. It was subsequently determined that the additional property was not available for trade to the DNR, as it is an active rock quarry, used by the County for road projects.

The trade with DNR is currently on hold until Kitsap County can identify lands to be included in that trade which are likely equal in value to the DNR Newberry Hill Trust lands. This project is a priority for DNR. Staff has been assigned, and they are ready to proceed with the property exchange and reconveyance processes as soon as Kitsap County has lands identified for the exchange which meet DNR's needs and which have estimated value equal to the 500 acre Newberry Hill Trust land property's estimated value.

RCO Grant Status

In 2004 Kitsap County applied for and secured a WWRP Urban Wildlife Habitat Grant as reimbursement for the acquisition of the northern 340 acres of the CK Greenway lands (RCO #04-1457A). Appraisals were done of that 340 acre portion of the larger 623 acre property. Those appraisals showed a greater value than was estimated when the grant was submitted. Based on the newly determined appraised value, the County requested that the grant contract be amended to reduce the land acquired through the grant from 340 acres down to 304 acres, as that land area value matches the dollar amount of the grant. The reason for this was to maximize the land the County would have to trade for the DNR Newberry Hill Trust lands, which are north of and contiguous to the CK Greenway lands. The County land outside the grant-encumbered property (and available for trade with DNR) will total approximately 319 acres with the grant amendment. That grant amendment was approved by RCO.

Prior to the grant amendment request, Kitsap County had completed, filed and sent to RCO a deed of right in favor of RCO for the original 340 grant area, meeting the final requirement to complete the RCO grant requirements. While RCO staff believed that legal description in the deed of right incorrectly described the entire 623 acre CK Greenway property, the legal has been double checked by Kitsap County staff, and has been determined to be the accurate description for the 340 acres included in the original grant application. The grant application is currently outstanding, as a new deed of right, reflecting the reduced 304 acre area needs to be submitted to RCO. Kitsap County has had a boundary line adjustment prepared to define the boundary of the 304 acre grant area. In order to complete the grant requirements, the County must: (1) adopt and file the boundary line adjustment; (2) prepare, adopt, record and submit to RCO a deed of right reflecting the amended 304 acre grant area. This process will likely take a month to complete.

Conversion Request

The solution which seems most appropriate to the County at this time requires the approval of RCO and probably the Recreation and Conservation Funding Board (RCFB). It involves the conversion of a portion of the CK Greenway lands for which the WWRP grant has helped fund – enough of that land to meet the acreage required to match the value of the 500 acre Newberry Hill Trust land parcel. The exact acreage would be determined by appraisals of both the DNR's Newberry Hill Trust lands and the CK Greenway lands. Preliminary discussions have been held with Kammie Bunes about this possibility, and Kammie suggested sending this description of the issues and request for direction from RCO.

Alternatives Considered

Kitsap County looked at a number of alternatives to requesting a conversion of a portion of the lands partially funded with WWRP grant

monies for lands of equivalent value and equal or greater function as wildlife habitat at Newberry Hill. Among those alternatives were:

- Other County-owned lands were evaluated as potential exchange properties. None were found which met DNR's needs, and which were not needed for essential County functions.
- A number of third party trade possibilities were considered. The possibilities for this were limited by the lands which would be acceptable to DNR and County lands which would be available and attractive to the third party. The City of Bremerton and two timberland owners of managed forest lands on Green Mountain were approached. No deals were able to be made.

Justification of Habitat Value of Newberry Hill lands

The DNR lands on Newberry Hill which would be exchanged for the CK Greenway lands being converted include the headwaters of Chico Creek. There are extensive wetlands, including a number of open water ponds. The CK Greenway property being converted would not include Chico Creek's major tributaries. The conversion would maintain the wildlife corridor, as it would enable the exchange land on Green Mountain for a large block of contiguous land to the north of CK Greenway.

Appraised Values

Appraisals will be done of both the DNR and Kitsap County lands, and the exchange will be of lands of equal value, as determined by both an appraiser and a review appraiser. The appraisal process will follow DNR's standard procedures for land exchanges, with some notable exceptions. The County and the State will agree on a list of appraisers who will be asked to bid on the job. Kitsap County will pay for the appraisals, and both the County and DNR will rely on the values established by the shared appraisers.

Request for RCO Clarification

Kitsap County is clear in its intent to acquire the Newberry Hill land now managed by DNR. The County will use that portion of the lands it acquired from Port Blakely Tree Farms unencumbered by RCO deeds of right as a portion of the lands it exchanges. If RCO staff is willing to support a conversion request for additional contiguous lands secured through grant RCO #04-1457A to be used for the exchange for DNR Newberry Hill lands, Kitsap County and RCO can close that grant and proceed with the appraisals, conversion and exchange. If RCO believes the conversion is unlikely to be approved, then the County will prepare a new deed of right, excluding the additional 36 acres, per the contract amendment, and close the grant. The County needs that land to use for the exchange. We will continue our search for a way to complete the exchange. Direction from RCO on this point will enable Kitsap County to proceed with this exciting project.

Central Kitsap Greenway/Newberry Hill Conversion
Pros and Cons

Department of Natural Resources

Pros: Land exchange process can begin.

Will receive lands which they desire on Green Mountain, and which meet their management goals.

Will dispose of lands which are less consistent with their long term management plans.

Cons: Reconveyance to accompany exchange will insignificantly reduce DNR revenues.

Kitsap County

Pros: Land exchange process can begin.

Will maintain contiguity of the green Mountain-Central Kitsap Greenway-Newberry Hill corridor.

Will enable creation of a 1,300 acre Heritage Park in Central Kitsap County.

Will help solidify a western boundary for the Bremerton/Silverdale/Central Kitsap Urban Growth Area.

Cons: Reconveyance to accompany exchange will insignificantly reduce revenues.

Conversion is an uncertain and lengthy process.

Recreation and Conservation Office

Pros: Will gain a deed of right over much of the Newberry Hill Heritage Park lands, with high habitat value.

Cons: Conversions are not generally desirable.

Newberry Hill Conversion/Exchange Process

Kitsap County submits conversion request to RCO

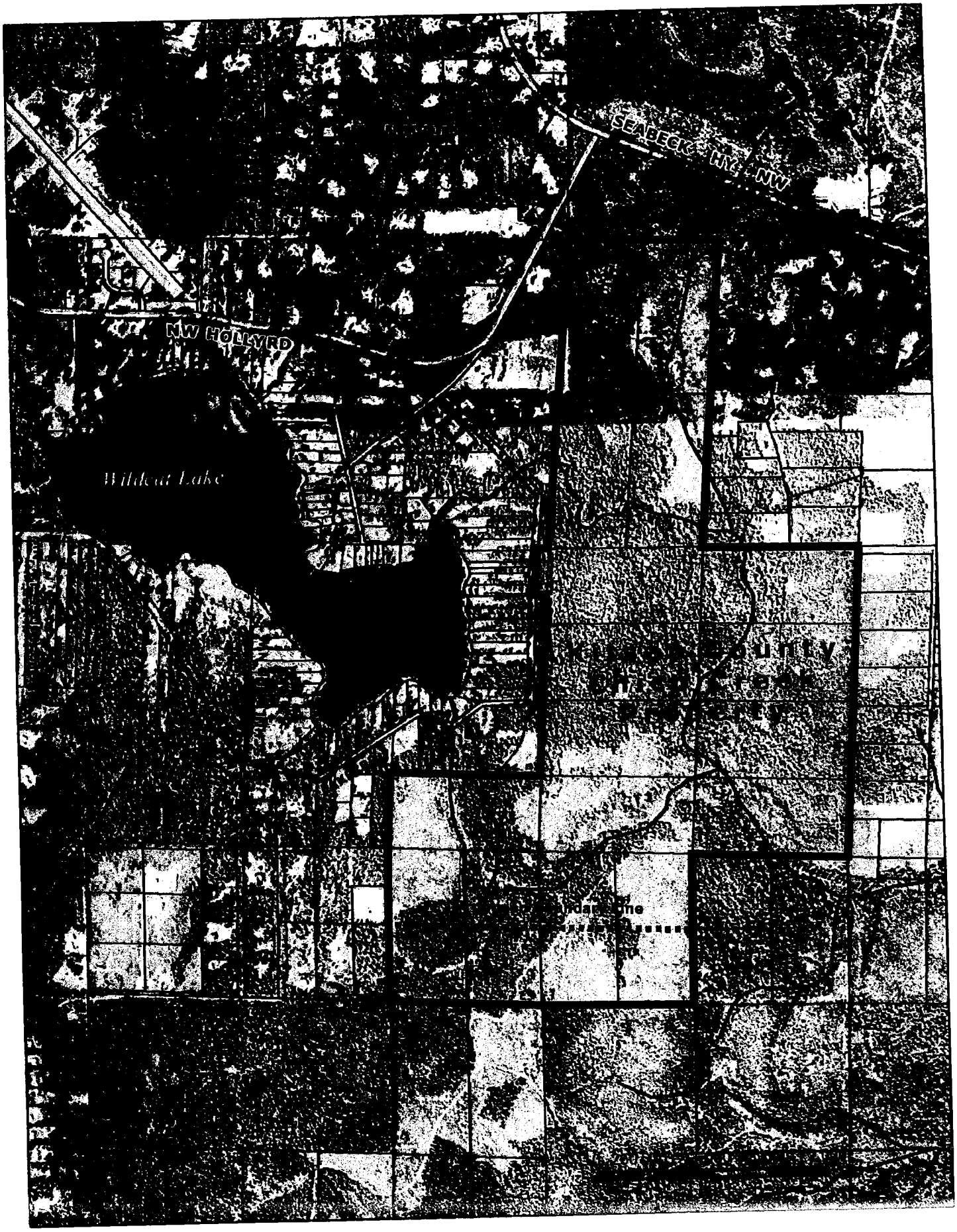
Either
RCO recommends approval of conversion

Then
DNR begins exchange process,
- Appraisal process begins
- Memorandum of understanding (?)
- Public process
- Approval process

Or
RCO recommends denial of conversion

Then
Id & secure other properties for exchange
Id County potential three way trade lands
- Talk to Ueland, Pope, Bremerton
- Id properties w/ DNR, others

DNR begins exchange process,
- Appraisal process begins
- Memorandum of understanding (?)
- Public process
- Approval process


SEABECK HWY NW
NW HOLLY RD
Wildcat Lake

Mail Message

Messaging Architects™

From: Chip Faver
To : jeffseasick@yahoo.com ;
CC : Stowell, Frank ; Brown, Josh ; Grennan, Nancy
Date Received: Monday, June 23, 2008 9:12:20 AM
Subject: Re: Kitsap County Public Land Use

Sir,

Thank you for your e-mail. Unfortunately, I cannot address actions taken on DNR property. I can however, assure you that neither the Parks Department, the Praks Board or the County in general have any agendas to exclude appropriate equestrian use of our park system trails. I will forward this reply to our Parks Board President so that he can be aware that there is an issue affecting DNR property that could be adjacent to our own. I would ask that any trail activity that does take place on County owned property (Parks) be reviewed with us in advance. Thank you for your support for the parks.

H. F. "Chip" Faver
Director, Kitsap County
Parks and Recreation

>>> <jeffseasick@yahoo.com> 6/22/2008 2:13 PM >>>

st1\:*{behavior:url(#ieooui) }I have several concerns regarding usage of public lands in Kitsap County. My concerns specifically relate to the area east of Seabeck Highway between Newberry Hill Road and Holly Road. I reside on Dishman Road across from this area and have lived here for more than twenty years. I have owned horses ever since moving to Washington state with my wife and three daughters. Many of the trails we use with our horses are located on the various parcels of land in the aforementioned area. The majority of these trails were carved out and maintained by the equestrian community of Kitsap County. Over the past several months, access to these trails has been cut-off through the use of steel cables or downed trees. These access points have also been posted with signs stating the areas are closed to motorized use. The signs are identified to the Washington State Department of Natural Resources and reference Revised Code of Washington (RCW) 43.12 (Penalties) and Washington Administrative Code (WAC) 332.52 (Land Use). While the intent may have been to restrict motorized use, the actions taken have also restricted equestrian use which is the very community that made these trails possible. According to the Kitsap County government website, the trails we use traverse lands owned by Kitsap County, Central Kitsap School District, State School Lands, Forest Board and State Department of Natural Resources (DNR). Whether state or county owned, these lands are public lands as my tax dollars go to support them. According to WAC 332-52-030 general rules:It is the policy of the department of natural resources to encourage public use of all roads and trails, land and water under its jurisdiction consistent with its trust responsibilities, conservation of soil and water, timber and grass and the natural environment, while maintaining a reasonable balance between the proper needs of conflicting user groups. Therefore, the following rules shall pertain to all lands under the jurisdiction of the department of natural resources and to all access roads across private lands

through which the department has obtained the right of public use. Rules and regulations bearing upon recreational access to department managed lands and roads may be waived (in writing) by the department for special situations provided that the events are consistent with the above department policy.While these general rules are specific to DNR property, they would appear to be applicable to all public lands. I am addressing this e-mail to the Parks Advisory Board because it is my understanding that one of your board members, Mark Fisher, is largely responsible for the current actions being taken on these public lands. Mr. Fisher is an avid bicyclist and intends on restricting these trails to mountain bikes. It is not clear how the county (or state) could restrict these trails from equestrian use. I would like an explanation as to the plans for these various parcels of public lands. I would also like to know the specific authority under which the county can restrict horses from these trails. The equestrian and mountain bike communities have coexisted for years in Kitsap County. There is no reason to create an adversarial relationship now because of an outsider with an agenda. The county and Mr. Fisher are underestimating the strength of those who own and ride horses in Kitsap County. A few downed trees will not keep horses off of these trails. For each trail that is blocked to horses, there will be two or three new trails that will be blazed into this area. The horse community will rally together and do whatever is necessary (legal action, etc.) to keep these trails accessible.

Messaging Architects™

Mail Message

From: Matt Keough
To : Brown, Josh
Date Received: Thursday, May 15, 2008 4:24:11 PM
Subject: Parks Update/Contact Information

Commissioner Brown,

Chip Faver asked me to contact you as resource for the work ahead on parks projects. I look forward to serving the county and hope I can assist you with questions on projects such as Gordon Field, Newberry Hill, and Nick's Lagoon as it relates to Seabeck/community interest. To be candid, I am only just cracking the files - with a focus on the grant acquisition cycle that is now underway. That will prevent a full briefing here but, please, feel free to raise specific questions and call on me anytime.

I'll look forward to visiting with you in person as well. I enjoyed talking with you during your campaign and suspect we will pick up where we left off given shared interest in land use planning and responsible government... many challenges ahead!

Sincerely,
MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
(360) 337-5357
mkeough@co.kitsap.wa.us

Messaging Architects™

Mail Message

From: Josh Brown
To : Brown, Josh
Date Received: Wednesday, April 23, 2008 3:55:37 PM
Subject: Fwd: Newberry Hill Heritage Park/Klahowya Secondary School Partnership

>>> "Coleman, Tom - KSS" <Tomc@cksd.wednet.edu> 4/22/2008 2:57:02 PM >>>
Mr. Brown,

First, thank you and congratulations on your work to acquire the land adjacent to our school as a heritage park. Klahowya utilizes the property often, and with all the ideas for improvement I've heard, our use of it could burgeon incredibly. I think we can easily partner with the county and other community groups who have shown interest in the area.

Below is an email I sent to Mark Fisher, representative of the Kitsap Mountain Bike Club. It outlines some of the interest teachers have expressed. This morning, after I emailed Mark's reply, several more staff members indicated an eagerness to involve their classes, clubs, groups, or sports teams, as well.

I foresee a partnership similar to the CKHS students who work on the Clear Creek Trail, but ours will be much more intimate and ongoing, given that we are literally surrounded by the property. For instance, our Environmental Science class can perform field studies there. Or our shop students can build picnic tables for rest areas. The possibilities are endless, and the enthusiasm at Klahowya is great.

Besides activities on the property, we could use our building through the Community Schools program in order to host larger events that would require indoor facilities or an auditorium.

If a task force is created to envision and guide the future of this site, I'd gladly volunteer to serve as a liaison to Klahowya. The property is incredibly beautiful and diverse, and it is my hope that more members of our community will grow to enjoy it as much as I have over the years.

Tom Coleman

Klahowya Secondary School

7607 Newberry Hill Rd.

Silverdale, WA 98383

Phone:(360)662-4056

Fax:(360)662-4001

http://klss.cksd.wednet.edu/teachers/coleman/tomc.html

From: Coleman, Tom - KSS
Sent: Tuesday, April 22, 2008 8:30 AM
To: 'mark fisher'
Cc: Lindberg, Jon - KLSS; ' adelf@cksd.wednet.edu '; Stevens, Ryan - KSS
Subject: Newberry Hill Heritage Park

Mark,

So did the county officially trade with DNR for the property? Last I heard in January, it was still in the works.

Klahowya used to have an ASB mountain bike club. I'd take students on a ride after school once a week from October-March. I stopped about four years ago because I took on too many other jobs at KSS. I haven't ridden back there for more than a year, so I'm anxious to see what you folks have been up to.

If there's enough interest, maybe I could resurrect the mountain bike club and enlist the members in some trail maintenance. We used to go out two or three times a year with saws, axes, and other implements of destruction on our bikes and cut back the worst of the stuff. I know all of the trails, but I'm curious to see any new ones you've built.

Besides mountain biking, I've been talking with our wood shop teacher, Jon Lindberg, about ways to get our students out into the woods. It's such an incredible resource that it's just a waste to not use. Jon would like to buy a portable sawmill and get his advanced shop kids into making their own lumber. Then they could use it to build pieces of trails, fences, outbuildings, or whatever...the epitome of real-life experience! Logging is part of our students' heritage, and many of their parents are either still logging or descendants of woodsmen, so I think parents would like to get involved, too.

And I teach Washington State History, so I've thought about creating a pioneer logging exhibit or maybe a fur trapping exhibit along a trail.

I've collected some old tools, and I've actually done a one day unit where I let kids use a two-man saw, bark spud, shake froe, and some of the other old-timey hand tools their great-grandparents used. They loved it!

Another group here that uses the forest is the cross-country team. You may have noticed the trails on the west side were better groomed than the others. X-country runners and their parents have been working on those over the last ten years.

I also talked to a Adele Fernandez, a classroom assistant here, who lives adjacent to the property. She said that land owners nearby have talked about wishing there were an association similar to the Illahee Trust group. I'd be willing to open up a classroom at Klahowya and facilitate a meeting of the minds to try to establish one if your club wanted to collaborate. I think if we had your mountain bikers, the school, the county, and the community all working together, we could make this already beautiful place something special that a lot more people could enjoy.

Let me now what you think.

Thanks,

Tom Coleman

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Silverdale, WA 98383

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http://klss.cksd.wednet.edu/teachers/coleman/tomc.html

Messaging Architects™

Mail Message

From: "Coleman, Tom - KLSS" <Tomc@cksd.wednet.edu>
To : Brown, Josh ;
CC : Lindberg, Jon ; Stevens, Ryan - KSS
Date Received: Friday, March 21, 2008 2:18:21 PM
Subject: Klahowya Heritage Park
image002.jpg
image003.jpg
image006.jpg

Dear Mr. Brown,

I am a Washington State History teacher at Klahowya Secondary School and am writing to you in regards to the proposed heritage park adjacent to our property. I am excited about the plan and would volunteer to lend any assistance I can to bringing it to fruition. I was the advisor of the Mountain Bike club here for seven years and know every existing trail well.

I believe that Klahowya students could play a vital role in trail maintenance and construction, much like Central Kitsap High School students work on the Clear Creek Trail. We could run a group as an ASB club and generate a lot of interest, I'm sure. Our cross country team already uses some of the paths, with parents and coaches doing trail maintenance.

In addition, Jon Lindberg, our shop teacher, has expressed interest in collaborating with me on a pioneer logging exhibit built by students in our classes. I teach a unit in my Washington State History course in which I give students a hands-on lesson in the way early settlers used our forests to build cabins, fences, and other objects (see pictures below). As part of our work, we could build shelters, bridges, railings, or other needed trail improvements. Cost would be low because much of the materials would come from the surrounding trees, and each class that worked on the park could add a new element.

I look forward to hearing from you. Thank you for your consideration in this matter.

Tom Coleman

Klahowya Secondary School

7607 Newberry Hill Rd.

Silverdale, WA 98383

Phone:(360)662-4056

Fax:(360)662-4001

http://klss.cksd.wednet.edu/teachers/coleman/tomc.html

Messaging Architects™

Mail Message

From: Josh Brown
To : Brown, Josh
Date Received: Wednesday, April 23, 2008 3:55:37 PM
Subject: Fwd: Newberry Hill Heritage Park/Klahowya Secondary School Partnership

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Sent: Tuesday, April 22, 2008 8:30 AM
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Cc: Lindberg, Jon - KLSS; ' adelf@cksd.wednet.edu '; Stevens, Ryan - KSS
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http://klss.cksd.wednet.edu/teachers/coleman/tomc.html

Mail Message

Messaging Architects™

From: Josh Brown
To : Steve Martz
CC : Chip Faver ; Carolyn Siems ;
Date Received: Sunday, February 15, 2009 3:53:52 PM
Subject: Re: Newberry Heritage Park

Steve,

Nice to hear from you. For several years, Kitsap County has worked on a land swap with DNR to complete the acquisition of the Newberry Hill Heritage Park. When the acquisition is complete, Kitsap County will then work with the community to develop master plan that will determine appropriate uses.

I don't know the exact deal terms of the lease between DNR and the Kitsap Gun and Revolver Club, but I would expect Kitsap County to assume and honor any leases that would come as part of the exchange.

Trails that have been developed to date would be under the approval of DNR, not Kitsap County.

Warm regards,

Josh Brown
Kitsap County Commissioner, District #3
614 Division Street, MS - #4
Port Orchard, WA 98366-4676
P: (360) 337-7146
F: (360) 337-4632
jwbrown@co.kitsap.wa.us
www.kitsapgov.com

>>> Steve Martz <stevem@watermark-llc.com> 2/10/2009 3:25 PM >>>
Dear Commissioner Brown,

I am trying to find out more information about Newberry Heritage Park. I live adjacent to the current DNR land and have heard rumors of a land swap between Kitsap County and DNR. How would this affect the current Kitsap Gun and Revolver Club? What is the long-term plan for this park. I also understand that the Kitsap Mountain Bike Club are building trails on this land. If you could shed some light on this proposed park, I would appreciate it greatly. Thank you.

Steve Martz
Estate Manager

Watermark Estate Management Services
301 E. Wallace Kneeland Blvd., Ste 224
Box 106

Shelton, WA 98584

(425) 468-2988 Office/cell
(360) 898-6627 Fax
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Messaging Architects™

Mail Message

From: Josh Brown
To : fred.finn@leg.wa.gov ;
CC : Chip Faver ; Carolyn Siems ; Matt Keough
Date Received: Thursday, January 15, 2009 2:21:17 PM
Subject: Newberry Hill Heritage Park...

Fred,

Thanks for your time today. I have copied our Parks Director Chip Faver (360-337-5355) and Parks Planner Matt Keogh (360-689-7791) on this email. They are key contacts for the County on this land exchange and are available to meet with you in Olympia at your convenience.

As I mentioned, this project is critical to complete our 1,000 acre Newberry Hill Heritage Park which will serve as an open space buffer between urban Silverdale and rural Seabeck/Hood Canal. Doug McClennan (360 825-1631) is the Area Manager who has worked with Kitsap County since 2004 to acquire the Central Kitsap Greenway through an RCO grant, with the strategy to exchange land within that grant for DNR land. He is the original proponent of this deal. The County is now in a timeline crunch now faced by the fact that the State must close that grant by June.

Brad Pruitt, works for Doug in our region, assigned this land exchange. He oversees the process of getting appraisals and staff work done - doesn't see a way to get it done before June.

Steve Saunders, Division Manager, also at DNR, in charge of land exchange items going to the DNR Board this Spring.
360 902-1649; his assistant Sara is at 902-1349. Promised Kitsap County last week to look into all means to expedite the land exchange now that RCO is ok with it but needed it to close. Seemed open to County working some of the required process steps, to include hiring Steve Shapiro to conduct the appraisal work - this next and most pressing step so to document acreage and equivalent values.

Chip and Matt can fill you in with additional details.

Best, Josh Brown
360 271 9628 (cell)

Messaging Architects™

Mail Message

From: Josh Brown
To : Robert McGinley
Date Received: Thursday, November 20, 2008 12:17:17 PM
Subject: Re: Commissioner District #3 - Petition for the Sale of Tax Title Land - Shew

We can discuss at work study. Many thanks Rob. Best, Josh
-----Original Message-----
From: Robert McGinley
To: Brown, Josh <JWbrown@co.kitsap.wa.us>
Cc: Grennan, Nancy <NBGrenn@co.kitsap.wa.us>
Cc: Brand, Jon <Jbrand@co.kitsap.wa.us>
Cc: Allen, Lori <LAllen@co.kitsap.wa.us>
Cc: Casteel, Randy <Rcasteel@co.kitsap.wa.us>

Sent: 11/19/2008 4:16:32 PM
Subject: Commissioner District #3 - Petition for the Sale of Tax Title Land - Shew

Hello Commissioner Brown,

Kitsap County Public Works, Right of Way Division has received a Petition for the Sale of Tax Title Land located to the west of the intersection of Seabeck Highway and Newberry Hill Road in Central Kitsap County, Commissioner District # 3. The petitioner, Mr. Craig Shew, owns the property situated to the north of the Tax Title Land with tax account number 232501-3-019-1004.

Various County departments and agencies have reviewed the petition to determine if the Tax Title Land would be useful for vehicular, pedestrian or park/greenway purposes in the foreseeable future. The Transportation and Construction Divisions have requested the County retain the easterly 30 feet of the Tax Title Land for future road improvements. The remaining portion of Tax Title Land is being made available for purchase following the approval of the Order of Sale by the Board. he

The documents have been sent for review to the appropriate county departments and other agencies. I am planning to submit the document for the November 26 ,Work Study Meeting and the December 8, Regular Business Meeting. I surmise that this may be a consent item.

If I can be of further assistance please call me at extension 3924, or e-mail me.

Thank you

Robert McGinley
Kitsap County Public Works
Right-of-Way Department
614 Division St. MS-26
Port Orchard, WA 98366
(360) 337-5777 Ext.3924

FAX (360) 337-4867
E-mail: rmcginle@co.kitsap.wa.us

Messaging Architects™

Mail Message

From: Josh Brown
To : Faver, Chip ;
CC : Daniels, Dana ; Grennan, Nancy
Date Received: Wednesday, June 11, 2008 2:01:21 PM
Subject: Other items...

Chip,

I want a written brief on the following items:

1) A budget for the costs and contributions to turf Gordon Field. I would like a letter/email confirming the amount and terms of the PFD's contribution. I would also like a time line that includes when major project milestones (ILA with PFD, contract with soccer clubs, permit/construction info). I would like Jim Van Antwerp and Field's "Today, Fit Tomorrow" to be included in this update.

2) I need an update on exactly where we are with the land transfer of the Newberry Hill Heritage Park. I want to know County responsibilities, Fackler's duties and a time line of when this will be complete.

3) Thunderbird Rodeo has similar issues to the Bob Merriman Run in terms of a lack of continuity with the County on operating agreement terms. I would like our Parks Dept to negotiate a three-five year agreement with TR to operate their event. They are willing to pick up a greater burden, we just need to recognize we can't move the goal posts ever year, as they budget their events well in advance.

JB

Messaging Architects™

Mail Message

From: Josh Brown
To : Keough, Matt
CC : Daniels, Dana ;
Date Received: Monday, June 09, 2008 12:06:05 AM
Subject: Re: Parks Update/Contact Information

Matt,

Follow up with Dana to set up a date to meet. Welcome aboard! Best, Josh
-----Original Message-----
From: Matt Keough
To: Brown, Josh <JWbrown@co.kitsap.wa.us>

Sent: 5/15/2008 4:24:11 PM
Subject: Parks Update/Contact Information

Commissioner Brown,

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I'll look forward to visiting with you in person as well. I enjoyed talking with you during your campaign and suspect we will pick up where we left off given shared interest in land use planning and responsible government... many challenges ahead!

Sincerely,
MFK

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
(360) 337-5357
mkeough@co.kitsap.wa.us

From: "mark fisher" <fisher_mark@msn.com>
To: "Josh Brown" <jwbrown@co.kitsap.wa.us>
Date: 2/19/2009 2:14 PM
Subject: Fw: Kitsap R & R lease
Attachments: scan.pdf; scan.pdf

Kitsap R & R leaseFollowing our conversation Tuesday, here are some thoughts involving the gun club. Here are some sections you should review.
Chip advises the county will be taking over the DNR lease. Fine if that speeds the process for the land exchange, and keeps them from making a play on owing the land.
I feel the club is in violation of many of the aspects of the lease. Big one is the frequency of shots making it out of their area into the forest. That is totally against the law which should shut them down. The entire park will be down range of their activities, including the school. Noise and their inablilty to control where the shots are going continue to upset the homeowners in the area. I hear them from 2.5 miles down Holly road and they are not pointing toward me. Recent automatic weapon use in there has been heard by two teachers at Klahowya and reported. Another law breaking activity. I feel the county will get stuck for remediation of the site eventually. Cost for that will be large. The lease has no parameters for operation of the place.
Attachment contains the lease.
I hope a plan is in place for a suitable location for this club. Again, at the industrial park. A open space park with the roar of gunfire always present does not work.

1.01 term
1.02 sound
4.03 Lease termination
5.03 conservation
8.02 Hazardous substances
8.02(2) cleanup costs - big one
10.04 cleanup to return lands to previous state

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

SPECIAL USE LEASE

Lease No. 60-B068979

BY THIS LEASE (hereinafter "Agreement"), the STATE OF WASHINGTON, Department of Natural Resources, (hereinafter "State") leases to KITSAP RIFLE AND REVOLVER CLUB (hereinafter "Lessee") the premises in Kitsap County, Washington, the legal description of which is set forth in Exhibit 1A, upon the terms and conditions and for the consideration enumerated herein. Said premises and rights leased hereby are hereinafter referred to as the "Premises".

SECTION 1 OCCUPANCY

1.01 Lease Term. This Agreement shall commence on March 1, 2003 ("Commencement Date") and expire on February 27, 2018.

1.02 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of the Premises.

1.03 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF PREMISES

2.01 Permitted Use. For this Agreement, the following uses and no other uses are permitted:

Intensive use and occupancy containing Lessee's improvements, roads, parking areas, open shooting range, targets, and associated infrastructure.	8 Acres
Timberlands, wetlands and similar resource-oriented lands passively utilized by Lessee to provide buffer and safety zones for Lessee's shooting range.	64.41 Acres

In the event the Lessee desires a change in acreage or use, authorization must be obtained in advance and in writing from the State. Approval may be conditioned upon adjustment of the payment in accordance with changes in acreage or use.

SECTION 3 PAYMENT

Payments made hereunder will be applied first to interest, then to outstanding or delinquent rent, leasehold tax and other charges owed, then to current rent, leasehold tax, and charges.

3.01 Rent. The Lessee shall pay to the State, at Olympia, Washington 98504, in advance, the required rent of $7,200.00 for the period of March 1, 2003 to February 27, 2004 and annually thereafter subject to adjustment under Subsection 3.06.

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w/LHT

3.02 Leasehold Tax. Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.03 No Counterclaim, Setoff, or Abatement of Rent. Rent and all other sums payable by Lessee hereunder shall be paid without the requirement of prior notice or demand by State, and shall not be subject to any counterclaim, setoff, deduction or defense and without abatement. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided in Subsection 13.06 (Condemnation).

3.04 Interest Charged for Past-Due Rent and Other Sums Owed. Lessee shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the Commencement Date hereof), until paid, on rent or other sums owing under the terms of this Agreement commencing the date such rent or other sum is due and payable. In the event State pays any sum or incurs any expense which Lessee is obligated to satisfy or pay under this Agreement, or which is made on behalf of Lessee, State shall be entitled to receive reimbursement thereof from Lessee upon demand, together with interest thereon from the date of expenditure at the rate stated above.

3.05 Late Charge for Failure to Pay. In the event the Lessee fails to make any payment of rent due hereunder upon the date due, the State shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment. Any failure to pay rent or any amount specified in this Section 3, or any other amount to be paid by the Lessee under terms of this Agreement within thirty (30) days of the date due, shall be a material default hereunder by the Lessee and such default shall entitle the State to pursue all remedies specified in this Agreement, including the right to terminate this Agreement, though failure to exercise such right shall not be construed as a waiver of the right and thereafter pursue any remedies available at law or equity, including those contained in Chapter 59.12 RCW.

3.06 Adjustment of Rent. Beginning on the fifth anniversary of the Commencement Date, and at intervals of five (5) years thereafter (the "Adjustment Date"), a new annual rental will be established. In no event will the adjusted annual rental be less than the previous annual rental. Adjusted rental values established after the designated Adjustment Date shall be due retroactive to such Adjustment Date. The method for such adjustment shall be selected solely by the State from the following options:

(a) Increase of the current annual rent by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, "All Items" Consumer Price Index for All Urban Consumers ("CPI"), US City Average (1982-84=100), between the date five (5) years previous to the Adjustment Date and the Adjustment Date, i.e., adjusted rental amount equals current annual rent times CPI as of current Adjustment Date divided by CPI as of date five (5) years previous. In the event the CPI ceases to be published, the State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

(b) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through evaluation of pertinent market evidence by State lease administrator and/or other appropriate State personnel.

(c) Determination of fair market value of the Premises within six (6) months before or after the Adjustment Date through formal appraisal by State's appraiser, certified general appraiser under contract with the State, or such other appraiser as may be agreed to by State. Such appraisal must be performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Institute.

The market value will be determined exclusive of Lessee's improvements and as though ownership were in fee simple, not encumbered by lease.

Under (b) and (c) above, the new annual rental above shall be computed by multiplying the market value of the Premises by the then current Prime Rate as of the Adjustment Date plus 200 basis points (Prime Rate + 2.0%). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published), any change in such Prime Rate to effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then State shall designate another nationally recognized business publication which publishes such a rate or such rates which does, in the reasonable opinion of State, represent the "Prime Rate" as defined herein.

3.07 Failure to Adjust Not Waiver. Failure of State to adjust rent pursuant to Subsection 3.06 above at the end of any five (5) year period, shall not be a waiver by State of the right to adjust rent at the end of any subsequent five (5) year period. State shall retain the right, for so long as this Agreement remains in effect, to adjust rent as of the end of any five (5) year period, as though all prior adjustments had been made in accordance with the above provisions.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the Premises at all reasonable times to determine and secure compliance with this Agreement. Failure to inspect or enforce compliance shall not be construed as a waiver of the State's right to declare a breach, nor relieve Lessee of any liability to the State for any breach of the terms, conditions, or requirements of this Agreement.

4.02 Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements/licenses over or leases to the Premises, to sell, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as the State's activities on the Premises and any grant of rights the State makes to any person or entity shall not unreasonably interfere with the activities permitted hereunder.

4.03 Non-Default Termination. State reserves the right to terminate this Agreement upon sixty (60) days' written notice in the event the State includes the Premises in a plan for higher and better use, land exchange or sale.

SECTION 5 SPECIAL RESTRICTONS

5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

5.02 Other Restrictions on Use.

(a) Lessee shall cut no State timber or remove State-owned valuable material, without prior written consent of the State. Prior to State's authorization for the cutting of timber, or removal of valuable material, the Lessee must pay to the State the fair market value of the timber or valuable material, as determined by the State.

(b) Lessee shall take all reasonable precautions to protect the land and improvements on the Premises from fire, make every reasonable effort to report and suppress such fires as may affect the Premises, and shall be subject to applicable fire laws affecting the Premises.

(c) Lessee shall prevent accumulation of equipment parts or "bone yards" on the Premises.

(d) This Agreement does not convey rights to media uses, communication sites, or any use on the Premises other than those expressly stated in this Agreement.

5.03 Habitat Conservation Plan. The Premises are located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit 5A while operating on the Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 6 UTILITIES, TAXES, LIENS

6.01 Utilities and Maintenance. During the term of this Agreement, Lessee shall pay all expenses incurred by Lessee in the use, enjoyment, and operation of the Premises, including, but not limited to, utility charges and all costs of maintaining and repairing the Premises and all improvements thereon whether now existing or hereafter installed. Lessee shall indemnify and hold the State harmless against any loss, liability, or expense resulting from any failure of Lessee to pay all such charges when due.

6.02 Taxes and Assessments.

(a) Lessee shall pay during the term of this Agreement all taxes and other governmental charges of any kind applicable or attributable to the installation of Lessee owned improvements on the Premises, Lessee's leasehold interest therein, and Lessee's use and enjoyment thereof.

(b) Lessee shall pay its prorated share of all assessments that are legally required to be paid now or may be charged during the Agreement term to the Premises or Lessee owned improvements thereon. Lessee shall not cause or suffer the imposition of any assessment upon the Premises without the prior written consent of State. In the event any new assessment is proposed which affects the Premises, Lessee shall immediately notify State of such proposal after Lessee has knowledge or receives notice thereof. Any assessment upon the Premises shall be made in compliance with all applicable statutes, including, but not limited to, Chapter 79.44 RCW.

6.03 Lessee Liens. Lessee shall not suffer or permit any lien to be filed against the State's interest in the Premises, or improvements thereon by reason of work, labor, or services performed thereon or materials supplied to, by or through the Lessee. If any such lien is filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing or creation of such lien unless other arrangements are authorized in

writing by the State in advance. Lessee shall indemnify the State for any costs, damages or expenses (including attorneys' fees and courts' costs) incurred as a result of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination or cancellation of this Agreement.

SECTION 7 LESSEES INDEMNITY; INSURANCE REQUIREMENTS

7.01 Indemnity. Lessee releases and shall indemnify and defend (with counsel acceptable to State) State, its employees, officers, and agents from and against any and all claims arising out of the use, occupation or control of the Premises by Lessee, its agents, and employees. A "claim" as used in this subsection means any claim of any nature whatsoever for penalties, financial loss, damages (including but not limited to bodily injury, sickness, disease or death, or injury to or destruction of property, land and other natural resources including the loss of use thereof), costs or expenses (including but not limited to attorney's fees), whether or not resulting in a suit or action or reduced to judgment. This release and the obligation to indemnify shall not be eliminated or reduced by the concurrent negligence of the State, its officials, employees, or agents, except as provided in this subsection. To the extent that RCW 4.24.115 applies, Lessee shall not be required to indemnify State from State's sole or concurrent negligence. Lessee waives its immunity under Title 51 to the extent it is required to indemnify the State herein.

7.02 Insurance Requirements. Lessee shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Before starting work, Lessee shall furnish with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements

specified in the contract and, if requested, copies of polices to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the lease number.

Lessee shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

The State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract. All insurance policies must expressly waive any right of subrogation by the insurance company against the State and the State's officials, employees, and agents.

If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Lessee shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Lessee's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Employer's Liability ("Stop Gap") Insurance. Lessee shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Workers' Compensation Coverage. Lessee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Lessee, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify State. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor or sub-subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Builders Risk Insurance. If applicable, Lessee shall buy and maintain in force builders risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance shall be written on a completed form and in an amount equal to the value of the completed building, subject to subsequent modifications to the sum. The insurance shall be written on a replacement cost basis. The insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

Insurance described above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse. Insurance described above shall cover the entire work at the site including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the

cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance or regulation.

Any deductible applicable to the insurance bought in compliance with the policy described above shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, Lessee will pay such loss. Lessee shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by State. If testing is being performed, such insurance shall cover such operations. This insurance shall name as insureds State, Lessee, and all subcontractors and sub-subcontractors in the work.

SECTION 8 WEEDS, HARMFUL SUBSTANCES

8.01 Weed Control. Lessee shall control all weeds on the Premises. Lessee shall be responsible for, or shall immediately reimburse State for, any all weed control cost incurred, as a result of Lessee's failure to control all weeds on said Premises.

Lessee shall prevent weed infestations by applying management practices which discourage their establishment or spread. The Lessee shall detect and control the invasion of new weeds. Weeds will be controlled using appropriate mechanical, biological and chemical treatments that meet the requirements of Washington State and Federal law.

Lessee shall use Integrated Pest Management (IPM) to control weeds. This means using a coordinated decision-making and action process that considers all weed management methods and strategies, and applies them in an environmentally and economically sound manner to meet weed management objectives. The elements of integrated pest management for weeds include:

a. Preventing weed problems;

b. Monitoring for the presence of weed species;

c. Establishing the density of the weed population (which may be zero) that can be tolerated;

d. Treating weed problems to reduce their populations below the tolerable threshold, using strategies that may include biological, cultural, mechanical, and chemical control methods, and that consider human health, ecological impact, feasibility and cost-effectiveness; and

e. Evaluating the effects and efficacy of weed control treatments.

8.02 Hazardous, Toxic, or Harmful Substances.

(a) Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the State, or unless permitted by Subsection 2.01 (Permitted Use). If the Lessee fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the Premises, the Lessee agrees that the State may, but is not obligated to, remove such materials and charge the Lessee for the cost of removal and disposal.

(b) Hazardous, Toxic, or Harmful Substances.

(1) Lessee shall not keep on or about the Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 (Permitted Use) and unless Lessee fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended. Lessee shall:

(i) Immediately notify the State of: all spills or releases of any Hazardous Substance affecting the Premises; all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended; all inspections of the Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Premises; and all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Premises; and

(ii) On request, provide copies to the State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Premises.

(2) Lessee shall be fully and completely liable to the State, and shall indemnify, defend, and save harmless State and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

SECTION 9 ASSIGNMENTS

Assignment. Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this Agreement ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall not be unreasonably withheld. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as lessee of the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this Agreement which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement, who shall remain joint and severally liable as primary obligor and not as surety. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing. The State may require reimbursement for any additional administrative costs resulting from the assignment.

SECTION 10 IMPROVEMENTS

10.01 Authorized Improvements. No improvement shall be placed on the Premises without the prior written consent of the State. Consent may be granted through this Agreement resulting in the State's approval of the authorized improvements listed herein as Exhibit 10A, or by written Letter of Authorization issued by the State.

10.02 Plan Approval. The plans or specifications for the construction of the authorized improvements listed on Exhibit 10A or authorized by Letter of Authorization issued by State, and for such changes or alterations, including amendments of such plans or specifications, shall be submitted to State for its approval.

10.03 Ownership of Improvements. During the Term of this Agreement, the improvements constructed by Lessee, including without limitation all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. At the expiration or earlier termination of this Lease, all improvements and all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein shall become the property of State, unless State requires their removal pursuant to Section 10.04 below. Throughout the term of this Agreement, Lessee shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Premises for work or labor done, services performed, or materials used or furnished to be used in or about the Premises for or in connection with any construction, improvements or maintenance or repair thereon made or permitted to be made by Lessee, its agents, or sublessees. Any liens, encumbrances or claims of third parties with respect to any of the foregoing, shall be expressly subordinate and subject to the rights of State under this Agreement.

Terry Allison
P. O. Box 4088
Bremerton, WA. 98312

COPIES INDIVIDUALLY ADDRESSED TO ALL THREE C's

30 May '07

RECEIVED
JUN 0 5 2007
KITSAP COUNTY COMMISSIONERS

Commissioner Brown

This letter is to follow up on our phone conversation of 23 April '07, and get on record my request for assistance in alleviating the hazardous conditions that exist at my home resulting from the continuing expansion/modification of the Kitsap Rifle and Revolver Club (KRRC) facility located on public trust lands at 4900 Seabeck Hwy. No permits have been issued by the County for any of the work done at the range. I contacted you because I have the distinct impression that the county's failure to enforce applicable provisions of county code at the range over the past two years is based on considerations other than technical and legal merit.

To refresh your memory, here is a short history and summary of my concerns:

- We've lived next door to the range for 19 years. For about the first 15 years, we had no problems with the activity at the range
- About five years ago, outdoor lighting was installed on the range, extending shooting times from daylight hours only to their current published hours of 6 a.m. to 10 p.m. Shooting often occurs well after 10 p.m.
- At about the same time, the character of the club changed from supporting the hunters/sportsmen/recreational group to concentrating on competitive shooting. KRRC developed plans to expand and modify the existing range facilities to better support competitive shooting and to "better serve the community".
- In early 2005, KRRC submitted the plans to the Kitsap County Department of Community Development (DCD) for review and pre-application comments. DCD provided comments and identified the applicable county code requirements in pre-application #05 25867, dated August 18, 2005. After one or more meetings between KRRC, DCD, and others, KRRC rejected the specified conditions and requirements for a permit, and started work clearing, ditching, draining, and

grading several acres outside the established range area for a new range. An on-site visit by DCD and Department of Natural Resources (DNR) personnel resulted in a stop work order being issued by DCD, and DNR requiring KRRC to at least partially restore and re-plant the newly cleared area.

- KRRC has since shifted their work closer to pre-existing range areas. They have significantly altered/re-aligned/expanded/re-oriented/added to the range, all without permit, review, evaluation, or approval. Since our phone discussion of 23 April, the pace of work has accelerated. At the present rate of progress, I would estimate that most of the expansion goals identified by KRRC in their pre-application will be accomplished this summer. I understand that KRRC has refused county inspectors access to the range since sometime in late 2005.

My concerns are:

- The recent additions and modifications to firing line/range areas appears from aerial photos to place my home and a neighbor's home in the potentially very dangerous down-range bullet impact area (I was denied access to the range by a range officer to use GPS to more accurately map the area).
- Recent construction/modification/re-alignment/re-structuring of the range has significantly altered the acoustics of the range. Noise levels at my home have increased from being noticeable and only occasionally annoying to intolerable levels.
- KRRC's continuing expansion/modification/re-alignment/re-structuring of the range without obtaining the required permits/analysis/reports/inspections are potentially detrimental to the health and safety of existing and future residents in the neighborhood.

I request that the County fulfill its legal obligation by enforcing the provisions and requirements of existing county code as it applies to KRRC. Specifically:

1. Take immediate action, due to the potential hazards to the safety, health, and quality of life to my family, to require KRRC to discontinue use of all expanded/modified/re-structured/re-aligned portions of the range until conformance and compliance to county code requirements are met. This should at a minimum apply to all areas of the range that have been

modified since January 2005, and, if the letter of the law is followed, since 1992 when the range as it then existed was granted grandfathered status.

2. Take action to require KRRC to mitigate noise levels external to the range property, and to change shooting hours back to the original daylight hours only (exceptions for sanctioned competition matches are certainly acceptable).
3. Take action, including but not limited to enforcement of the open, active stop work order issued by the DCD in the spring of '05, to require KRRC to comply with existing county code, ordinances, and regulations for current and future range modifications.

I have no objections to KRRC continuing operation of the traditional and historically used portions of the range at traditional and historic levels of activity and hours of operation, assuming noise mitigation occurs.

I request to be informed of any actions taken by the County to address these concerns and to enforce the provisions of existing county codes applicable to KRRC.

Respectfully

Terry Allison
Ph. 360-479-0963
e-mail tncallison@att.net

cc

Commissioner Angel

Commissioner Endresen

Mr. Larry Keaton, Director, DCD

Mr. Steve Mount, Code Enforcement, DCD

Mr. Pat Hennessy, Wa. State Dept. of Natural Resources

From: Joyce Figueroa
To: Josh Brown
Date: 4/20/2007 3:57:54 PM
Subject: Fwd: Kitsap R & R Lease

Josh,

In addition to what Steve Mount just forwarded along to me, I have also scheduled a briefing with you, Steve Mount and possibly Larry Keeton regarding the current status of the Kitsap Rifle & Revolver Club. I am sending you the POC information that you gave me for the Kitsap Rifle & Revolver Club:

Marcus Center
(360) 895-0724 (home)
(360) 373-1007 (work)

Please let me know if there is any thing else that you need.

Thanks!

Joyce

Joyce E. S. Figueroa de Raschke
Administrative Specialist for Commissioner Josh W. Brown
614 Division Street, MS-#4
Port Orchard, WA 98366
(360) 337-4667
(360) 337-4632 FAX

jfiguero@mail1.co.kitsap.wa.us

>>> Steve Mount 4/20/2007 3:47 PM >>>
Here is a copy of the e-mail. SM

>>> "HENNESSY, PAT" <PATRICK.HENNESSY@dnr.wa.gov> 4/13/2007 12:26:42 PM >>>
To: Marcus Carter Kitsap Rifle and Revolver

Marcus,

Sorry we've missed each other on the phone. I wished to visit with you about the following four (4) items:

1. Thank you for the report on site rehab. When complete, I will inspect as promised.

2. Please remember that proposed Leasehold Improvements require a written request and written DNR approval.

3. Kitsap County contacted me regarding: heavy equipment on site and concern that a permit may be required; a County employee not welcomed at the gate to the lease area; a requirement for the County to close file for the rehab area; and, a request that I escort County for an site inspection when I inspect the rehab site.

4. Lease compliance. Subsection 5.01 (below) of your lease requires

compliance with all law and permits. As the land manager, I refuse to impact my working relationships with either the County or my lessee by escorting an inspector. Rather I request that you contact Steve Mount at 360.337-4605 immediately to address the open file on the rehab area, plus code compliance process for current and future Leasehold Improvements. Please report progress.

Thank you,
Patrick Hennessy
(360) 596-5149

Copy: Steve Mount, Kitsap County
DNR staff: Mr. Davies and Mr. Thibo

Lease Subsection 5.01:

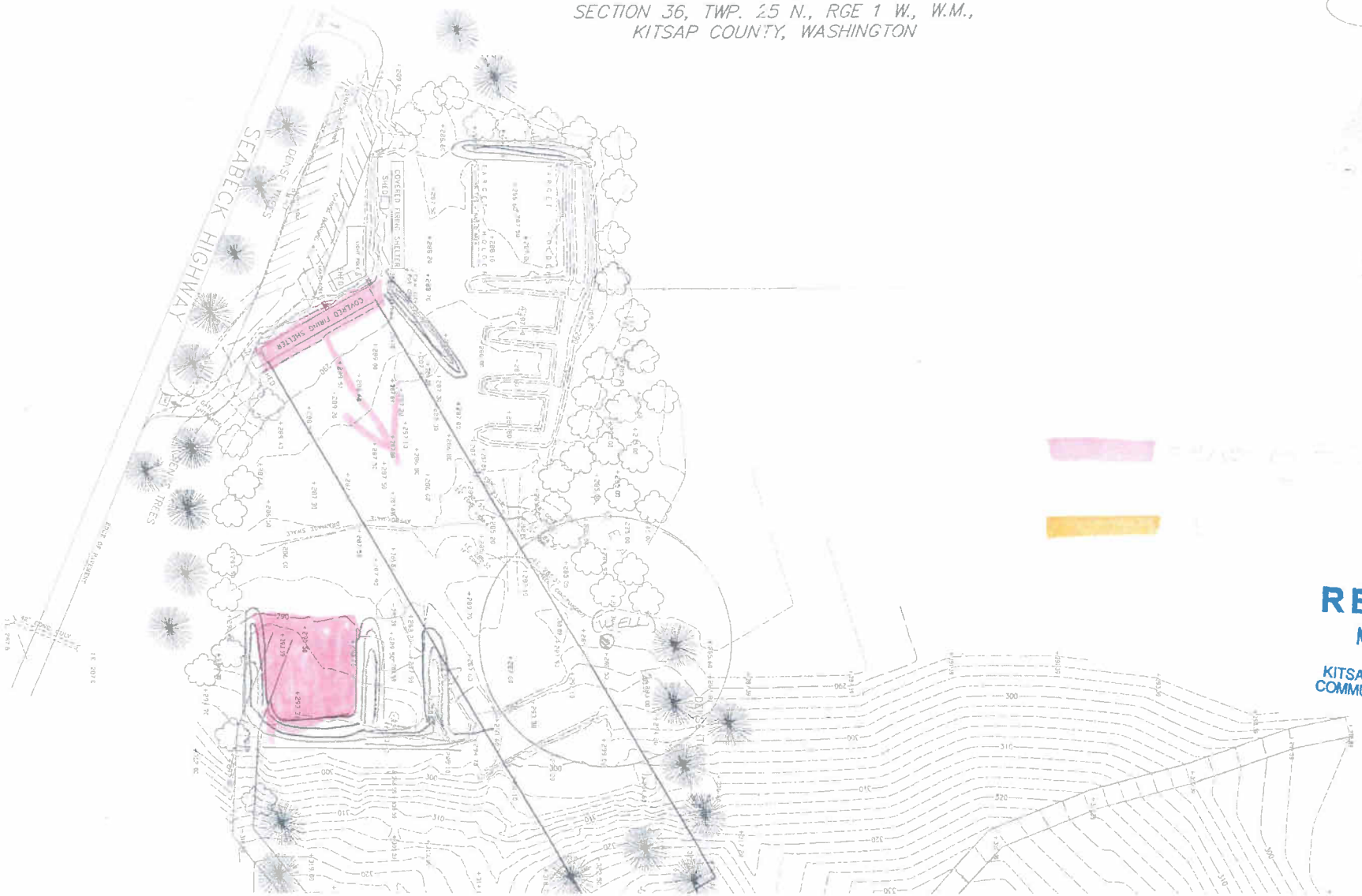
5.01 Permits and Conformance With Laws.

(a) Lessee shall obtain all building permits and other required permits, licenses, permissions, consents, and approvals from governmental agencies or third parties in connection with this Agreement and Lessee's permitted use including construction of any improvements, changes, alterations, additions, repairs, maintenance to or replacement of the Premises, or for the conduct of any business upon the Premises at the sole cost and expense of Lessee. Copies of such permits, licenses, permissions, consents, and approvals shall be supplied to State on request.

(b) Lessee shall conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Premises and the use thereof, and shall correct at the Lessee's own cost and expense any failure of compliance created through the Lessee's fault or by reason of the Lessee's use. In no event shall Lessee undertake or suffer any activity to be conducted upon the Premises which constitutes a nuisance or which is a threat to the health or welfare of the general public.

(c) Lessee shall cause all work on the Premises and all business conducted thereon during the term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and the representatives of such agencies having jurisdiction.

A PORTION OF
SECTION 36, TWP. 25 N., RGE 1 W., W.M.,
KITSAP COUNTY, WASHINGTON



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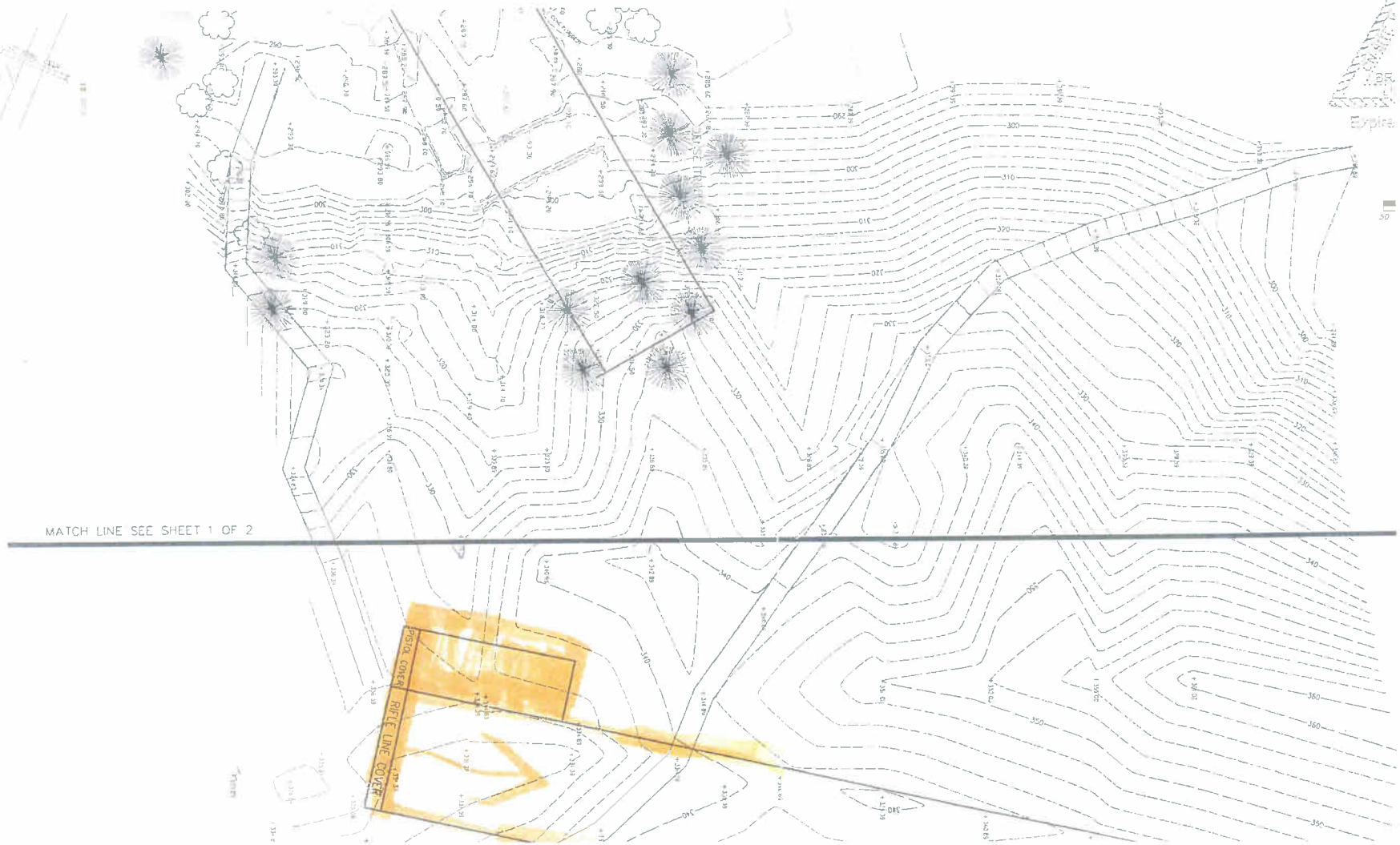
A PORTION OF
SECTION 36, TWP. 25 N., RGE 1 W., W.M.,
KITSAP COUNTY, WASHINGTON



KITSAP COUNTY BOARD OF COMMISSIONERS

Chris Endresen
DISTRICT 1

Jan Angel
DISTRICT 2

Patty Lent
DISTRICT 3

Malcolm Fleming
County Administrator

September 19, 2003

Mr. Doug McClelland
Department of Natural Resources
950 Furman Avenue North
Enumclaw, WA 98022

RECEIVED
MAY 12 2005
KITSAP COUNTY DEPT OF
COMMUNITY DEVELOPMENT

Dear Doug,

As you know, Kitsap County has a strong interest in working with your agency on a long-range strategy for establishing a regional heritage park in Central Kitsap on DNR property that includes a 72-acre site currently being leased to the Kitsap Rifle and Revolver Club.

The Board of Commissioners was recently briefed on a grant proposal the Club has submitted to the Interagency Committee for Outdoor Recreation (IAC) to re-align their existing shooting facilities. We understand that IAC has requested assurance that the Club will be able to continue using the property for at least ten years after the grant-funded improvements have been completed.

After discussing the Club's proposal with staff, the Board is confident that the proposed improvements are not at odds with the County's long-term interest in the property, and will not jeopardize our future planning efforts. In addition, the Board and staff appreciate the Kitsap Rifle and Revolver Club's ongoing efforts to provide outdoor recreational opportunities for the residents of Kitsap County, and we look forward to working with Club representatives and other members of the community in developing future plans for a heritage park in Central Kitsap.

Sincerely,

Jan Angel, Chair

Chris Endresen, Commissioner

Patty Lent, Commissioner

CC: Kitsap Rifle and Revolver Club

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

KITSAP COUNTY BOARD OF COMMISSIONERS

Efficient, accessible and effective county services

Steve Bauer
DISTRICT 1

Charlotte Garrido
DISTRICT 2

Josh Brown
DISTRICT 3

Nancy Buonanno Grennan
County Administrator

March 18, 2009

Subject: March 18th DNR Public Hearing
Proposed Land Exchange between DNR & Kitsap County

Comments to be included in the public record:

In a letter to the Department of Natural Resources dated September 19th, 2003, the Kitsap County Board of Commissioners discussed their strong interest in pursuing a long-range strategy to establish a heritage park in Central Kitsap. These parcels are the subject of the public hearing this evening. I have attached this letter to be included in this public record.

At the time of this letter, the Kitsap County Commissioners were briefed on a grant proposal submitted to the Interagency Committee for Outdoor Recreation (IAC) by the Kitsap Rifle & Revolver Club (KRRC). IAC had requested and was granted assurance by the Kitsap County Board of Commissioners that the Club and its improvements were not at odds with the County's long-term interest in the property, and would not jeopardize future planning efforts. This conclusion has not changed.

For over 80 years, the Kitsap Rifle & Revolver Club has provided a much needed amenity in Central Kitsap. The land swap currently being discussed provides both DNR and Kitsap County the opportunity to consolidate parcels for mutual benefits. This afternoon, I met with several members of the Kitsap Rifle & Revolver Club, including Executive Officer Marcus Carter. The KRRC presented me with a proposal that detailed Club concerns and sought to alleviate uncertainties surrounding this land exchange.

In the spirit of partnership, I committed to the Club members that I would recommend to the Kitsap County Board of Commissioners an extension of KRRC lease to a 15-year term between the Club and Kitsap County. This new lease would not possess a "Non-Default Termination" clause found in Section 4.03 of the current agreement. After the anticipated land exchange has been completed, Kitsap County would enter into a long-rage public planning process for the Newberry Hill Heritage Park. I expect this planning process will recognize the lease and presence of the KRRC.

I will brief the County Commissioners at our next public meeting on my recommendations and look forward working with KRRC on this partnership.

Sincerely,

Josh Brown
Kitsap County Commissioner

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7146 • FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

Don Burger

From: Connie Herron [CHerron@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 11:20 AM
To: Cam Mandeville
Cc: Kathy Collings; Karen Brezler; Connie Herron; Mark Rufener; Monica Stuart
Subject: RE: PDR / Larson

Afternoon Cam -

Just following up on this request, were you able to locate any responsive documents? Do you know how much time you may need to reply with those documents?

Thanks,
Connie Herron #1044
Records Dissemination

From: Cam Mandeville
Sent: Thursday, August 12, 2010 5:06 PM
To: Connie Herron
Subject: RE: PDR / Larson

Dear Connie---

I will likely have some records on this. I will try to have all my stuff to you by mid-next week.

Cam

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

All -

Attached is a public disclosure request from Wade Larson, requesting **"All records of comments regarding the Kitsap Rifle and Revolver Club for the past 1 1/2 years and all sources they may have been routed".**

Please check your records and advise if you have anyf responsive documents to this request. If you know of anyone else that may be able to respond, please forward onto them and advise me as well.

A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

From: Deanna Erstad [DErstad@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 11:11 AM
To: Don Burger
Subject: RE: New Wade Larson PDR

I checked through Steve's files and found one letter.....Nancy had already given to you as they all 3 received it.....that's all I can find.

From: Don Burger
Sent: Wednesday, August 11, 2010 3:23 PM
To: Dana Daniels; Deanna Erstad; Nancy Hahn; Rebecca Pirtle; Carolyn Gourley; Doug Bear; Kevin M. Howell; Kathy Collings; Monica Stuart; Karen Brezler; Connie Herron; Mark Rufener; Jim Dunwiddie
Cc: Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: New Wade Larson PDR

All - Please see the below e-mail and get back to me as soon as possible with your estimates of how long you believe it should take to produce the requested records. I will send Mr. Larson his standard 5-day letter. Inclusive dates should be Feb 11, 2009 thru August 11, 2010.

Have a nice day! - Don

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 11, 2010 3:07 PM
To: Don Burger
Subject: PDR

Don,
I sat in on a study session with the BOCC this morning, and I learned that comments forwarded to them were not recorded at the Kitsap 1 database. They were handled by their assistants, who apparently filed them on their own storage medium.
To sum up what information I wish with this new knowledge is, I want all records of comments regarding Kitsap Rifle and Revolver Club for the last 1 -1/2 years at all sources they may have been routed. This includes Kitsap 1, DCD, all 3 Commissioners, County Administrator, Prosecuting Attorney, Sherriff, and Parks Department.
I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 7:16 AM
To: Neil R. Wachter
Cc: R'Lene Orr; Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

Neil - [redacted]

[redacted]

- Don

From: Neil R. Wachter
Sent: Tuesday, August 17, 2010 4:54 PM
To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

confidential

Don - [redacted]

Thanks,

Neil

From: Don Burger
Sent: Tuesday, August 17, 2010 4:30 PM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

[redacted]

[redacted] Don

From: Neil R. Wachter
Sent: Tuesday, August 17, 2010 3:20 PM
To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: krrc - confidential attorney client communication

Don:

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Tuesday, August 17, 2010 4:54 PM
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Cc: Tracey L. Hamilton-Oril
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confidential

Don - [redacted]

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Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

[redacted]

[redacted] Cheers - Don

From: Neil R. Wachter
Sent: Tuesday, August 17, 2010 3:20 PM
To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: krrc - confidential attorney client communication

Don:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Connie Herron [CHerron@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; Dennis Bonneville; David J. White; John Gese; Michele R. Davis; Steve Boyer
Cc: Karen Brezler; Connie Herron
Subject: FW: PDR / Larson
Attachments: -08122010-0911AM.pdf

All -

I am resending this request for information. Please advise in the affirmative or negative if you possess any such responsive documents. I anticipate a reply by **August 25th**. If you will need more time, please let me know.

Thank you,
Connie Herron #1044
Records Dissemination

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

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Connie Herron #1044
Records Dissemination

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 12:12 PM
To: Don Burger
Cc: R'Lene Orr; Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication
Attachments: 2009_05-11-09 MINUTES.pdf

[redacted]

Neil

From: Don Burger
Sent: Wednesday, August 18, 2010 7:16 AM
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Subject: RE: krrc - confidential attorney client communication

[redacted]

- Don

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Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

confidential

Don - [redacted]

Thanks,

Neil

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Subject: RE: krrc - confidential attorney client communication

[redacted]

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Subject: krrc - confidential attorney client communication

Don:

[redacted]

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Steve Boyer [SBoyer@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 12:43 PM
To: SA B
Subject: FW: PDR / Larson
Attachments: -08122010-0911AM.pdf

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; John Gese; David J. White; Steve Boyer; Dennis Bonneville; Michele R. Davis
Cc: Connie Herron; Karen Brezler
Subject: FW: PDR / Larson

All -

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All -

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A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 1:24 PM
To: Neil R. Wachter
Cc: R'Lene Orr; Opal Robertson; Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

Neil - [redacted]

[redacted]

[redacted] - Don

From: Neil R. Wachter
Sent: Wednesday, August 18, 2010 12:12 PM
To: Don Burger
Cc: Tracey L. Hamilton-Oril; R'Lene Orr
Subject: RE: krrc - confidential attorney client communication

Don - [redacted]

Neil

From: Don Burger
Sent: Wednesday, August 18, 2010 7:16 AM
To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril; R'Lene Orr
Subject: RE: krrc - confidential attorney client communication

Neil - [redacted]

[redacted]

- Don

From: Neil R. Wachter
Sent: Tuesday, August 17, 2010 4:54 PM

To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

confidential

Don - [redacted]

Thanks,

Neil

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To: Neil R. Wachter
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc - confidential attorney client communication

[redacted]

[redacted] Cheers - Don

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To: Don Burger
Cc: Tracey L. Hamilton-Oril
Subject: krrc - confidential attorney client communication

Don:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division

614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

Notice: This email may contain confidential or privileged information. If you are not the intended recipient of this email, please delete it immediately.

MINUTES

KITSAP COUNTY
BOARD OF COMMISSIONERS
May 11 & 13, 2009 – 7:00 pm

The Board of Commissioners met on the above-stated date. Present were Chair Charlotte Garrido, Commissioner Steve Bauer, Commissioner Josh Brown, County Administrator Nancy Buonanno Grennan and Clerk of the Board Opal Robertson. ***(The Board of Commissioners' public meetings is audio and video taped. By signing in or speaking at this meeting, you grant your permission to be taped. Minutes of this public meeting are posted on Kitsap County's webpage).***

7:00 PM) Meeting Called to Order with Pledge of Allegiance.

#1) **Resolution** proclaiming the third week in May as *National Public Works Week* in Kitsap County. **Staff Contact**: Kristina Nelson, 337-4891.

Discussion is held, comments received and hearing no objection, a **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts Resolution No. 081-2009* proclaiming the third week in May as *National Public Works Week* in Kitsap County. Motion carries unanimously.

#2) **Resolution** declaring May 21, 2009 as *Older Americans Day* in Kitsap County. **Staff Contact**: Barrett Johnson, 337-7068.

Discussion is held, comments received and hearing no objection, a **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts Resolution No. 082-2009* declaring May 21, 2009 as *Older Americans Day* in Kitsap County. Motion carries unanimously.

#3) WA State Department of Transportation Ferries Presentation. **Staff Contact**: Nancy Grennan, 337-4403.

David Moseley, WA State Department of Transportation Ferries Division, gave a brief overview of the last legislative session regarding ferry issues. He said some very important progress was made: 1) funding was received to maintain all current levels of service on all routes; 2) funding received to build two additional new smaller-sized vessels and a path developed to build larger vessels in the future; 3) received clear direction on some operation improvements; and 4) obtained no sustainable funding source for the capital

program. Moseley believes the biggest challenge continues to be working together as local elected officials, state governments, customers of service and people in the communities is to work towards a sustainable funding source for the capital program.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON REGULAR BUSINESS AGENDA, INCLUDING CONSENT AGENDA & ANY GENERAL ISSUES: TOTAL TIME LIMITED TO 15 MINUTES

(Please limit individual comments to ***3 minutes***. Written comments may also be submitted to the Board, if this timeframe is insufficient.) Comments on items slated for public hearing will be deferred until the hearing.

1. Wade Larson addresses the Board with concerns about the Newberry Hill Heritage Park land swap and potential gun club sale.

2. Lt. Col. Allen Calvary addresses the Board with concerns about the second amendment and believes Kitsap County citizens are losing their rights for no reason. He asked the Board to declare sovereignty in the county in order for individuals to have their second amendment rights. He has concerns about gun control in Kitsap County.

3. Marcus Carter, Kitsap Rifle and Revolver Club, spoke in support of the Newberry Hill/DNR land swap and asked the Board to endorse the land trade and to adopt the Resolution assigning and conveying real estate to Kitsap Rifle and Revolver Club.

4. Brad Smith, Kitsap Rifle and Revolver Club, spoke in support of the Resolution assigning and conveying real estate to Kitsap Rifle and Revolver Club. He thanked the Board for its diligence in this matter.

5. Scott Holman, Kitsap Rifle and Revolver Club, addresses the Board with concerns about environmental issues on the Newberry Hill/DNR land swap property.

CONSENT ITEMS AND OTHER BUSINESS:

Note: Unless otherwise noted, all expenditures for the remaining agenda items have been included in the Annual Budget.

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Consent Agenda. Motion carries unanimously.

1) MISCELLANEOUS ITEMS:

B. Approve Minutes of April 27, May 4, 2009.

C. Approve Warrant Nos. 3411607 – 3412282 in the amount of $4,034,586.95.

D. Approve Payroll Warrant Nos.

E. Refer to the Prosecutor's Office and Risk Manager:1) Claim for Damages filed by C. Jarrell; and 2) Complaint for Damages/Demand for Jury Trial and Summons filed by J. Anderson, X. Anderson, J. Anderson and S. Anderson.

2) DEPARTMENT OF PERSONNEL & HUMAN SERVICES:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with the **Peninsula Services (KC-251-07B)** decreasing the contract amount by $68,000 for services provided to adults with developmental disabilities. **Fiscal Impact**: -$68,000 is 100% grant funded by DSHS. **Staff Contact**: Kelly Oneal, 337-4624. Motion carries unanimously,

B. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with **WA State Employment Security Dept (KC-247-07B)** decreasing the contract amount by $10,000 for services provided to adults with developmental disabilities. **Fiscal Impact**: $10,000 is 100% grant funded by DSHS. **Staff Contact**: Kelly Oneal, 337-4624. Motion carries unanimously.

C. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with the **Olympic Consortium & WA State Dept of Community, Trade and Economic Development (KC-246-08B)** shifting $20,000 in Supported Funds to the Community Jobs program providing job services to eligible participants for the period of July 1, 2009 – June 30, 2009. **Fiscal Impact**: 100% grant funded by TANF. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

D. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the revenue contract with the **Olympic Consortium & WA State Employment Security Dept (KC-171-09)** providing revenue for employment and training operations to 200 eligible youth in Kitsap, Clallam and Jefferson counties. **Fiscal Impact**: $870,860 is 100% grant funded by WIA. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

E. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the revenue contract with the **Olympic Consortium & WA State Employment Security Dept Consortium & WA State Employment Security Dept (KC-174-09)** providing revenue for administrative functions relating to the Workforce Investment Act programs in Kitsap, Clallam and Jefferson counties for the period of February 17, 2009 – June 30, 2010. **Fiscal Impact**: $222,147 is

100% grant funded by WIA. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

F. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the revenue contract with the **Olympic Consortium & WA State Employment Security Dept Consortium & WA State Employment Security Dept (KC-173-09)** providing revenue for employment and training operations to 128 eligible dislocated workers in Kitsap, Clallam and Jefferson counties for the period of February 17, 2009 – June 30, 2010. **Fiscal Impact**: $743,236 is 100% grant funded by WIA. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

G. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 083-2009*** authorizing classification changes in the Department of Parks and Recreation and the County Administrator /Commissioners Office. **Fiscal Impact**: Approx $59,135 including salary and associated benefits –included in adopted 2009 budget, General Fund. **Staff Contact**: Lynn Cole, 337-3536. Motion carries unanimously.

H. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with **Olympic Consortium & Olympic Community Action Programs (KC-315-08B)** shifting $20,000 in Supported Funds to the Community Jobs program to provide job services to eligible participants in Clallam and Jefferson Counties. **Fiscal Impact**: 100% grant funded. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

I. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the revenue contract with **Olympic Consortium & WA State Employment Security Dept Consortium & WA State Employment Security Dept (KC-172-09)** providing revenue for employment and training operations to 128 eligible adults in Kitsap, Clallam and Jefferson counties for the period of February 17, 2009 – June 30, 2010. **Fiscal Impact**: $385,224 is 100% grant funded by WIA. **Staff Contact**: Bob Potter, 337-4873. Motion carries unanimously.

J. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract with the **Dispute Resolution Center (KC-139-09)** to provide a region wide Ombudsman Program and continue a Federal Block Grant Program to improve parent advocacy within the mental health system throughout the three-county PSRN. **Fiscal Impact**: $83,155 is 100% grant funded by DSHS. **Staff Contact**: Anders Edgerton, 337-4886. Motion carries unanimously.

K. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the revenue contract amendment with **WA State Department of Social & Health Services (KC-364-07E)** removing the targets for performance improvement that were included in Section 6 Quality Care – public

mental health services in Kitsap, Jefferson and Clallam Counties. **Fiscal Impact**: $195,084 is 100% grant funded by DSHS. **Staff Contact**: Anders Edgerton, 337-4886. Motion carries unanimously.

L. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Collective Bargaining Agreement Memorandum of Understanding with the **Operating Engineers, Local 302; Teamsters Local 589; IAM & AM District 160, Local 282; and Laborers Union, Local 252; collectively known as the "Council", Public Works Roads Employee Union (KC-257-08C)** carrying forward compensatory time and 2008 floating holiday due to specified employees working during November/December 2008 due to severe road conditions. **Staff Contact**: Fernando Conill, 337-4484. Motion carries unanimously.

M. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Collective Bargaining Agreement amendment with **Teamsters Local 589, Parks & Recreation (KC-140-07F)** establishing an Event Assistant Classification and Wage Grade. **Staff Contact**: Fernando Conill, 337-4484. Motion carries unanimously.

3) DEPARTMENT OF PUBLIC WORKS:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 084-2009*** implementing the *Waste Wise 2009* activities. **Staff Contact**: Vicki Bushnell, 337-4678. Motion carries unanimously.

B. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 085-2009*** authorizing the transfer of county property (Lake Flora Road area) between the Departments of Public Works and Parks and Recreation and located in South Kitsap, Commissioner Dist #2. **Staff Contact**: Robert McGinley, 337-3924. Motion carries unanimously.

C. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with **Total Reclaim, Inc (KC-230-06A)** for white goods collection, transportation, recycling and disposal services. **Fiscal Impact**: $195,000 – Solid Waste/Moderate Risk. **Staff Contact**: Pat Campbell, 337-4626. Motion carries unanimously.

4) DEPARTMENT OF PARKS & RECREATION:

A. Discussion is held, comments received and a **motion** is made by Commissioner Brown and seconded by the Commissioner Bauer that the Board **continues this matter to May 13, 2009**. Contract with the **Department of Natural Resources (KC-175-09)** approving a land exchange with the State Department of Natural Resources for property adjacent to the existing Newberry Hill Heritage Park in Central Kitsap, Commissioner District #3. **Staff Contact**: Matt Keough, 337-

5357.

B. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract with the **Estate of Raymond Tallman (KC179-09)** for purchase of the remaining piece of the Olalla Boat Launch property in South Kitsap, Commissioner Dist #2. **Staff Contact**: Matt Keough, 337-5357. Motion carries unanimously.

C. Discussion is held, comments received and a **motion** is made by Commissioner Garrido and seconded by Commissioner Bauer that the Board adopts **Resolution No. 085-2009*** authorizing the Chair of the Board of Commissioners to sign the closing documents for the Olalla Boat Launch. **Staff Contact**: Matt Keough, 337-5357. Motion carries unanimously.

D. Discussion is held, comments received and a **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board adopts **Resolution 086-2009*** assigning and conveying real estate to Kitsap Rifle and Revolver Club. **Staff Contact**: Matt Keough, 337-5357. Motion carries unanimously.

5) DEPARTMENT OF COMMUNITY DEVELOPMENT:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Amended Binding Site Plan approval for Graben Gewinn in North Kitsap, Commissioner Dist #1. **Staff Contact**: Jim Barnard, 337-4336. Motion carries unanimously.

B. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Amended Binding Site Plan approval for Twelve Trees (fka North Kitsap Business Community) in North Kitsap, Commissioner Dist #1. **Staff Contact**: Jim Barnard, 337-4336. Motion carries unanimously.

C. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with **Herrera Environmental Consultants (KC-536-05C)** to complete the design of Chico Creek Restoration Phase 2 from 60 to 100% and Phase 3 to 30%. **Fiscal Impact**: $53,506 – Salmon Recovery Funding Board. **Staff Contact**: Susan Donohue, 337-4557. Motion carries unanimously.

D. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 088-2009*** clarifying Policy 11-Proposed Fiscal Policy for Fees, Community Development and amending Resolution No. 014-2008. **Staff Contact**: Tina Holguin, 337-4494. Motion carries unanimously.

E. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the interlocal agreement with the **Kitsap County Conservation District (KC-148-09)** for Chico Creek Restoration Projects Phase 1,

2, and 3 and other like projects that may involve restoration or mitigation in which Kitsap County is the sponsor. **Staff Contact**: Susan Donohue, 337-4557. Motion carries unanimously.

F. Discussion is held, comments received and a **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract amendment with **WA State Recreation & Conservation (KC-490-04B)** for remainder of the Salmon Recovery Project (Carpenter Creek Estuary Restoration). **Fiscal Impact**: $200,000 – Salmon Recovery Funding Board. **Staff Contact**: Patty Charnas, 337-4558. Motion carries unanimously.

6) AUDITOR'S OFFICE:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution 089-2009*** adjusting the salary paid to Election Board Judges and Inspectors to the minimum amount required by state law and adjusts the salary paid to Delivery Support Workers to the same level as ballot processors. **Fiscal Impact**: Approx $270 in annual savings - salaries approved in 2009 budget. **Staff Contact**: Dolores Gilmore, 337-7130. Motion carries unanimously.

7) DEPARTMENT OF ADMINISTRATIVE SERVICES:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract with **Bremerton Kitsap Access Television (KC-124-09)** providing government access television services for the period of January 1, 2009 through December 31, 2011. **Fiscal Impact**: $42,000 – GA&O Fund. **Staff Contact**: Shawn Gabriel, 337-4504. Motion carries unanimously.

8) DEPARTMENT OF CENTRAL COMMUNICATIONS:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the contract with **Kitsap Transit Communications (KC-117-09)** for rental space on the CENCOM Gold Mountain Tower site for the period of May 2008 – June 2017. **Fiscal Impact**: $195,930 in revenue – Kitsap Transit Communications. **Staff Contact**: Richard Kirton, 307-5800. Motion carries unanimously.

9) DEPARTMENT OF EMERGENCY MANAGEMENT:

A. A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board approves the Mutual Aid agreement with **King, Snohomish and Pierce Counties (KC-152-09)** for state wide participation in mutual aid during times of disasters. **Staff Contact**: Phyllis Mann, 307-5871. Motion carries unanimously.

10) COMMISSIONERS OFFICE/COUNTY ADMINISTRATOR:

A. Discussion is held and a **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 090-2009*** appointing **Loretta Payne** (Dist #3) to the Surface and Stormwater Management Program Advisory Committee. **Staff Contact**: Jan Koske, 337-4650. Motion carries unanimously.

B. Discussion is held and a **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board adopts **Resolution No. 091-2009*** supporting sustainable efforts in Kitsap County. **Staff Contact**: Dean Boening, 337-5784. Motion carries unanimously.

PUBLIC HEARINGS:

**** Please note that start times are estimates and may be impacted by the amount of public input. Unless otherwise announced by the Chair of the Board, public comments will be 3 minutes per person.**

A) Public hearing to consider adopting a **Resolution** granting the WA State Department of Transportation's (WSDOT) request for a Variance from the County's Noise Ordinance as authorized by Kitsap County Code 10.28.090, to perform nighttime road construction from 7:00 pm – 6:00 am on Sedgwick Road (SR 160) as authorized by KCC 10.28.090 that will result in noise levels in excess of the maximum levels allowable over the entire course of the project that is expected to last through late October 2009. **Staff Contact**: Larry Keeton, 337-5683.

Discussion is held, comments called for and hearing no objection, a **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board adopts **Resolution No. 092-2009*** granting the WA State Department of Transportation's (WSDOT) request for a Variance from the County's Noise Ordinance as authorized by Kitsap County Code 10.28.090, to perform nighttime road construction from 7:00 pm – 6:00 am on Sedgwick Road (SR 160) as authorized by KCC 10.28.090 that will result in noise levels in excess of the maximum levels allowable over the entire course of the project that is expected to last through late October 2009. Motion carries unanimously.

B) Public hearing to consider a **Resolution** of intent to sell county property consisting of 72 acres located at 4900 Seabeck Hwy southeast of the intersection of Seabeck Hwy and Holly Road in Central Kitsap, Commissioner Dist. #3. **Staff Contact**: Matt Keough, 337-5357. **(Note: At the request of staff, this item has been pulled from the Agenda)**

C) Public hearing to consider enacting **Ordinances** adopting amendments to the

Silverdale Design Standards and Kitsap County Code Title 17 (Zoning) as it relates to the Waaga Way Town Center. **Staff Contact**: Eric Baker, 337-4495.

Eric Baker, Special Projects, gave a brief update on the proposed ordinance stating the Waaga Way Town Center Design Standards that are amendments to the Silverdale Design Standards that were adopted previously and amended last year. He said this project has been going on for approximately 18 months and staff has engaged a stake holder group to discuss three main topics: the location of the proposed connector roads as associated with Waaga Way Extension Road, the design of the roadways and design standards for the area.

1. Jerry Aldrich – yields his time to Tom Wells.

2. Tom Wells said he and Jerry Aldrich are co-managers of Homestead and own 15 acres northwest of the State Route 3 Interchange. He said there have been improvements but he still has concerns about the connector roads, site development standards, vehicular circulation and parking, pedestrian infrastructure and the design review committee. He asks that prior to May 15, 2009, the Board adopt the Design Guidelines as amended (including his revisions) and repeal Ordinance No. 417 relating to the Waaga Way Moratorium. He said if the Board could not do this by May 15, 2009 then prior to this date releases the southern area from said moratorium.

3. Bill Mason believes the Waaga Way Extension Road running east/west to Old Frontier Road is not necessary. He said the Towne Center already has an access road (installation in progress) to Old Frontier and Clear Creek Roads. He said to create non-essential roads would be a crime and an added expense. He said the county would be creating a "dark cloud" over his property for potential buyers and family does not deserve this kind of treatment.

4. Eric Koch said he believes the Design Standards are moving in the right direction but feels strongly that additional work is necessary to make the standards be crafted into a tool that solves the various challenges of this unique area of Silverdale. Koch addresses his concerns about design intent, connector road design, site development standards, architectural and building design standards, parking standards and pedestrian infrastructure standards.

5. Robert Galloway addresses the Board with concerns about useable land, development cost and the impact of the design standards. He believes the design standards need more work and this area deserves more attention. He said location of the connector road should be driven by use and not arbitrarily located. He believes the connector road and utility infrastructure will be extremely costly. He said staff did not "point out" was that the road design does not consider the slope areas that are needed provide for those roads. He said there are approximately 170 property owners that are impacted and achieving agreement between these property owners will be nearly impossible.

6. Steve Ruggiero believes there is more to be done. He said he is willing to take the risk and invest the capital to improve the county and generate revenue which he has show willingness and ability to do on numerous Kitsap County developments. He asks the county for a set of standards flexible enough to apply fairly to both individual and assembled development with a clear understanding of how the means to achieve the future development can be achieved in this difficult economy. He said included with these standards should be the flexibility to take into consideration existing property characteristics, a common sense application of community requirements and the financial realities of the give and take necessary for development to proceed.

7. Sam Rosenwald said he concurs with comments made by Ed Koch, Bob Galloway and Steve Ruggiero. He said he has attended countless hearings on this matter, made great progress in terms of enumerating and articulating a vision for the best that can be developed here. He believes the process is almost there but not quite. He said there is need for more work. He said there is one participant who hasn't been here or participated and that is the Central Kitsap School District.

8. Susan Bird said she does not want Phase II of the connector road to Westgate to be included as part of the Silverdale Design Standards of the Waaga Way Town Center. She said this location will not be good for the environment now or in the future. She said the canyon is too close, it all flows towards Clear Creek and she does want the pollution flowing into the creek. She asked the Board to make changes to remove Phase II connector road to Westgate and have the north connector road "dead end" just north of the development or end at a cul-de-sac.

9. Jim Sommerhauser said he supports the idea of design guidelines and making them flexible while still holding a vision for the area that the guidelines would support. He said the design review committee is somewhat of a new idea and he supports the principle but has some concerns such as will there be guidelines, how will their discussions relative to changes to the guidelines be recorded and how will consistency be maintained from one variation on a property to the next variation on the adjoining or three properties down the road? He asked how enforceable would their decisions and recommendations be?

   Eric Baker explains the concept of the design review committee.

   A **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board will receive written comments on this matter through the close of business on May 12, 2009 with Board deliberations on May 13, 2009 during work study session. Motion carries unanimously.

11) <u>OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD:</u>

(Please limit comments to **3 minutes**. Written comments may also be submitted to the Board if this timeframe is insufficient.)

1. Wade Larson addresses the Board with concerns about the Newberry Hill/DNR land

swap. He has concerns about wetland damage and pollutions with the Kitsap Rifle and Revolver maintaining the casings on their land.

2. Dan Daniels addresses the Board with concerns about some of the environmental issues mentioned into tonight's meeting regarding the Kitsap Riffle and Revolver Club.

3. Jim Sommerhauser addresses the Board with concerns about the Resolution adopted by the Board in Agenda item 4.D.

4. Regina Taylor, Attorney for the Kitsap Rifle and Revolver Club, wanted to insure that her written comments would be reviewed by the Board.

12) COUNTY ADMINISTRATOR'S COMMENTS:

13) BOARD OF COMMISSIONER'S COMMENTS:

Public meeting adjourned at 9:11 p.m.

May 13, 2009 (Work Study Session):

A) Board deliberations to consider enacting **Ordinances** adopting amendments to the Silverdale Design Standards and Kitsap County Code Title 17 (Zoning) as it relates to the Waaga Way Town Center. **Staff Contact**: Eric Baker, 337-4495.

Eric Baker, Special Projects, gave a brief update on the proposed Ordinances and the process before the Board.

Discussion is held regarding the number of people invested in this project, the elements of the design standards, design review committee, parking standards, common use of parking, the moratorium that is in place, pitched roof element, 2006 zoning, traffic circulation, roof elevation v. façade elevation, and the need for clarity in the design standards.

A **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board adopt an Ordinance amending portions of the Silverdale Design Standards and Kitsap County Code Title 17 Consolidated Use Table relating to the Waaga Way Town Center.

A **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board amends Section 17.381.040 B & C deleting...*Automobile, recreational vehicle or boat sales* in the RC zones. Motion carries unanimously.
A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board amends Section 10.5.2 - E.F.G. Architectural and Building Design and

Height, to read: E) Buildings less than or equal to 10,000 square feet in size shall include a minimum of two roof/façade elevations. F) Buildings between 10,000 and 25,000 square feet in size shall include a minimum of three roof/façade elevations; and G) Buildings 25,000 square feet or greater in size shall include a minimum of four roof/façade elevations. Motion carries unanimously.

A **motion** is made by Commissioner Garrido and seconded by Commissioner Bauer that the Board adds to Section 10.2. H, Design Principles- *Development shall use innovative and sustainable green building techniques, where feasible. Such techniques may include, but not limited to, energy-efficient construction, green roofs, and/or solar or geothermal energy production*. Motion carries unanimously.

A **motion** is made by Commissioner Bauer and seconded by Commissioner Brown that the Board amends Section 10.7-Allowed Modifications through the Silverdale Design Review Committee to include: 3) Allow for deviations from the standards set forth herein as long as sections 10.2 and 10.3 are achieved. Motion carries unanimously.

A **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board adopts Section 10.4 as revised changing the beginning in the 3rd full paragraph by deleting the 4th sentence beginning with "*depending on the development...*" and replacing with the following: "*While allowed to be constructed at one time, it is likely that construction of these connector roads (funded by private development) would occur in two phases. Phase One (blue lines), would likely occur serving the commercial properties located nearest the Extension Road. This Phase would depend largely on the Extension Road for traffic circulation with no required connections to Old Frontier or Clear Creek Roads. The connection between the cul-de-sac and Old Frontier Road (Phase Two) shall be determined through a future planning process*." Motion carries unanimously.

A **motion** is made by Commissioner Brown and seconded by Commissioner Bauer that the Board enacts **Ordinance No. 425-2009**** amending portions of the Silverdale Design Standards and Kitsap County Code Title 17 Consolidated Use Table relating to the Waaga Way Town Center. Motion carries unanimously.

Public meeting adjourned at 3:09 pm.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY WASHINGTON

CHARLOTTE GARRIDO, CHAIR

JOSH BROWN, COMMISSIONER

STEVE BAUER, COMMISSIONER

ATTEST:

OPAL ROBERTSON, Clerk of the Board

DATE APPROVED

* **See Resolution Journal Volume No. 64**
** **See Ordinance Journal Volume No. 18**

OTHER MEETINGS ATTENDED BY THE BOARD:

05/11/09	2:00 p.m.	Admin Briefing– Port Blakely Conf Room
	5:30 p.m.	Mike Levi Retirement Party-Kitsap Conference Center
	6:30 p.m.	Meeting w/David Moseley (Ferries Update) Pt Blakely Conf Rm
	7:00 p.m.	BOCC Regular Business Meeting - Chambers

(The Board of County Commissioners public meetings are televised on public access television BKAT (ComCast Ch.12 and Wave Broadband Ch. 3) Mondays at 7:00 PM and Tuesdays at 11:00 AM and 1:00 AM).

Next regular Board of Commissioners public meeting will be held **June 8, 2009 at 7:00 p.m. in the Board of Commissioners Chambers – Port Orchard, WA.**

NOTE: Kitsap County does not discriminate on the basis of disability. Individuals who require accommodations should contact the Commissioners Office at (360) 337-7146 or TDD (360) 337-7275 or1-800-816-2782. (Please provide five business days notice for interpreter services).

Connie Herron

From: Don Burger
Sent: Wednesday, August 11, 2010 3:23 PM
To: Dana Daniels; Deanna Erstad; Nancy Hahn; Rebecca Pirtle; Carolyn Gourley; Doug Bear; Kevin M. Howell; Kathy Collings; Monica Stuart; Karen Brezler; Connie Herron; Mark Rufener; Jim Dunwiddie
Cc: Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Neil R. Wachter; Tracey L. Hamilton-Oril
Subject: New Wade Larson PDR

All - Please see the below e-mail and get back to me as soon as possible with your estimates of how long you believe it should take to produce the requested records. I will send Mr. Larson his standard 5-day letter. Inclusive dates should be Feb 11, 2009 thru August 11, 2010.

Have a nice day! - Don

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 11, 2010 3:07 PM
To: Don Burger
Subject: PDR

Don,
I sat in on a study session with the BOCC this morning, and I learned that comments forwarded to them were not recorded at the Kitsap 1 database. They were handled by their assistants, who apparently filed them on their own storage medium.
To sum up what information I wish with this new knowledge is, I want all records of comments regarding Kitsap Rifle and Revolver Club for the last 1 -1/2 years at all sources they may have been routed. This includes Kitsap 1, DCD, all 3 Commissioners, County Administrator, Prosecuting Attorney, Sherriff, and Parks Department.
I hate to put you to all this trouble, but the efforts and concerns of a lot of people seems to have gone down a rathole, and now I need proof of that effort, or proof of the failure to record it.

Thank you,
Wade Larson

Don Burger

From: Holdcroft, Grant [holdcg@health.co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 1:51 PM
To: Neil R. Wachter
Cc: Steve Mount; Brower, Janet
Subject: FW: Sampling at KRRC
Attachments: KRRC cover letter.doc; KRRC II Field ReportFinal.docm

Neil:

[redacted]

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Friday, August 13, 2010 4:32 PM
To: Holdcroft, Grant; Dan Daniels
Cc: Brower, Janet; Grellner, Keith; Kitsap Rifle & Revolver Club
Subject: Re: Sampling at KRRC

Mr. Holdcroft,
Thank you for the responses to our questions. After much consideration and discussion, we have decided not to allow the Health District to sample. It appears that we are exempt in that you have indicated there is a category for "residential" and another for "industrial". We are neither. As I recall from our conversation and from a cursory review of the MTCA, there was no category or standards for training and recreational shooting ranges. As you have recognized, KRRC meets and/or exceeds the standards developed for ranges as recommended in the Best Management Practices put forth by the United States Environmental Protection Agency. KRRC's commitment is to remain the leader in environmental stewardship.
We look forward to working with you in the future.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Friday, August 06, 2010 11:16 AM
To: Marcus Carter ; Dan Daniels
Cc: Brower, Janet ; Grellner, Keith
Subject: RE: Sampling at KRRC

Mr. Carter:

We have not heard from you since sending out the response to your questions on July 28th. I just wanted to ask if you had made a decision on whether or not the Club will allow the Health District to sample. Please let us know the Club's decision on this matter.

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Holdcroft, Grant
Sent: Wednesday, July 28, 2010 8:42 AM
To: Marcus Carter; Dan Daniels
Cc: Brower, Janet
Subject: RE: Sampling at KRRC

Mr. Carter:

Thanks for the email. Some of these we answered in previous emails. But, here you go.

1) Is there any documented evidence of lead migrating off KRRC property?

   Not that we are aware of.

2) Is there any known problem with lead in Chico Creek?

   Not that we are aware of.

3) What would be the authority of law for the KCHD to mandate/request sampling?

   We are requesting sampling under the Model Toxics Control Act. (Chapter 173-340 Washington Administrative Code) You may decline to have us sample.

4) Who, and with what agency, is the source for your request to sample?

   We received a complaint of lead contamination which we referred to Ecology and they referred back to us under MTCA. The circuitous way this happened is because Ecology has to authorize us to use their funds for this type of investigation.

5) How many other ranges have you sampled?

   One. The Bainbridge Island Sportsmen's Club.

6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?

In the county – we are working our way through the ranges. We received a complaint for the Bainbridge Island Sportsmen's Club and a complaint for KRRC. We plan on visiting the other ranges in the county and at least discussing BMPs for lead. In the state – I have heard that other ranges are being checked on a complaint basis, but have no list.

7) How many active shooting ranges are on the "CSCS" list you mentioned?

Unknown. The list – called the "Confirmed and Suspected Contaminated Sites" list – is statewide. There are currently 3819 sites on the list. Determining which are active ranges would be difficult, if not impossible without hours of study. A quick search of the database at Ecology's website shows 11 on the list that I believe are gun ranges, based on the name.

8) If so, what was the reason for being placed on the list?

Unknown without checking each site file. My understanding is that the number one reason that ranges are on the list is for lead contamination. There may be other reasons. For instance, if there was spill or a leaking underground storage tank.

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 22, 2010 2:11 PM
To: Holdcroft, Grant
Cc: info@gunsafety.org; Dan Daniels; Gina Taylor
Subject: Re: Sampling at KRRC

Hello Mr. Holdcroft,
Thank you for your visit and continuing productive dialog with your department.
We have had an Executive Committee meeting and the following questions were raised that I now pose to you for written response. I will get your response to the Executive Committee and get back to you as soon as possible with an answer on sampling.

1) Is there any documented evidence of lead migrating off KRRC property?
2) Is there any known problem with lead in Chico Creek?
3) What would be the authority of law for the KCHD to mandate/request sampling?
4) Who, and with what agency, is the source for your request to sample?
5) How many other ranges have you sampled?
6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?
7) How many active shooting ranges are on the "CSCS" list you mentioned?
8) If so, what was the reason for being placed on the list?

We have recently received, and will forward, a copy of the test results from Twiss Labs showing lead in our well water being tested at "< .001 ppm". This is the new well you inspected that has been sitting directly under the grounds of our approximately century old shooting range. I hope this helps.

We look forward to your response.

Sincerely,

Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Thursday, July 01, 2010 3:30 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith ; Dan Daniels
Subject: RE: Sampling at KRRC

Hi Mr. Carter:

Could we meet you and Mr. Daniels at 3:30 pm on July 8th at the Club? It would be myself and Mr. Keith Grellner, Environmental Health Director for the Health District. Please let me know if this time works for you and Mr. Daniels.

Thank you,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 01, 2010 2:02 PM
To: Holdcroft, Grant
Cc: Brower, Janet; Grellner, Keith; info@gunsafety.org; Dan Daniels
Subject: Re: Sampling at KRRC

Mr. Holdcroft,
I have checked with Mr. Daniels and we would propose to meet with the Health District either July 8th or 15th anytime after 1pm on either day. We can meet at KRRC, or your office if more convenient. Please let me know if either day or location will work into your schedule.

Regards,
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
360-373-1007

From: Holdcroft, Grant
Sent: Monday, June 28, 2010 3:44 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith
Subject: Sampling at KRRC

Mr. Carter:

The Health District would like to meet with you to go over the Health District's proposed sampling at KRRC. Please contact me with dates that you or your representatives might be available to meet.

Thank you,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

KITSAP COUNTY HEALTH DISTRICT

SCOTT W. LINDQUIST, MD, MPH, DIRECTOR
345 6TH STREET, SUITE 300
BREMERTON, WA 98337-1866
(360) 337-5235

August 17, 2010

Donna Musa, TCP
Washington State Department of Ecology
3190 - 160th Ave. SE
Bellevue, WA 98008-5452

RE: INITIAL INVESTIGATION REPORT ERTS #613497 KITSAP RIFLE & REVOLVER CLUB

Dear Donna:

Attached is the Initial Investigation Field Report for the Kitsap Rifle & Revolver Club in Kitsap Co. The Kitsap County Health District (Health District) is recommending adding the site to the Confirmed and Suspected Contaminated Sites (CSCS) List based on the history of the site as a gun range since 1947.

The Health District attempted to sample the site for lead in the soils and sediment. Access for sampling was denied. Therefore, per our conversation, I am forwarding this site to Ecology for addition to the CSCS List.

See the attached field report and site visit notes for further details. If you have any questions please feel free to call. I can be reached at (360) 337-5605.

Sincerely,

Grant A. Holdcroft, R.S.
Environmental Health Specialist
Solid & Hazardous Waste Program

cc: Keith Grellner
Marcus Carter
Project file

INITIAL INVESTIGATION FIELD REPORT

WASHINGTON STATE DEPARTMENT OF ECOLOGY

ERTS # 613497
County Kitsap
Parcel # 362501-4-002-1006
FS ID #

SITE INFORMATION

Site Name (e.g., Co. name over door): Kitsap Rifle & Revolver Club	**Site Address** (including City and Zip+4): 4900 Seabeck Hwy NW, Bremerton, WA 98312	Site Phone: (360)373-1007 ( ) -
Site Contact and Title (if any): Marcus Carter, Executive Officer	Site Contact Address (including City and Zip+4) if any: 4900 Seabeck Hwy NW, Bremerton, WA 98312	Site Contact Phone: (360)895-0724 ( ) -
Site Owner: Kitsap Rifle & Revolver Club	**Site Owner Address** (including City and Zip+4): 4900 Seabeck Hwy NW, Bremerton, WA 98312	Site Owner Phone: (360)373-1007 ( ) -
Site Owner Contact (if any): Bradford Smith, President	Site Owner Contact Address (including City and Zip+4) if any: 4900 Seabeck Hwy NW, Bremerton, WA 98312	Owner Contact Phone: (253)857-6069 ( ) -
Previous/Additional Site Owner(s):	Previous/Additional Site Owner(s) Address (including City and Zip+4):	Phone: ( ) - ( ) -
Alternate Site Names:	Comments:	Is property > 10 acres? Yes ☒ No ☐

Location: Quarter-Quarter: SE of SW Section: 36 Township: 25 Range: 1W	
Latitude: N 47.607876	
Longitude: W 122.746377	

INSPECTION INFORMATION

Inspection Date: 6/24/2009	Time: 10:00 ☒am ☐pm	Entry Notice: Announced ☒	Unannounced ☐
Photographs?	Yes ☒ No ☐	Weather: Clear ☒ Rain ☐	Temperature: **70** ° F
Samples?	Yes ☐ No ☒	Wind Direction: **n**	Wind Speed: **5**

RECOMMENDATION

No Further Action (due to):		**ISIS ACTIONS** (check all that apply):	
Release or threatened release does not pose a threat	☐	Site Hazard Assessment (MTCA List)	☒
No release or threatened release	☐	LUST List	☐
Educational mailing	☐	RCU (Reported Cleaned up)	☐
	☐	Comments: Sampling access denied. Recommend addition to CSCS list.	
Independent cleanup action completed (i.e., remediated)	☐		

COMPLAINT (Brief summary of ERTS):
Site is an 80 year old gun range. Complainant concerned about management of the lead from shooting. Concerned that lead was going into the wetlands.

SITE STATUS (Brief summary of site condition(s) after investigation):
Site was well maintained. Club is working on a lead recovery program. Club agreed to develop and keep documentation of lead recovery. Requested access to sample site. Access for sampling was denied. Institutional controls in place to prevent lead from leaving the range areas.

Investigator: Grant A. Holdcroft **Date Submitted:** 8/17/2010

OBSERVATIONS

Description:

In general the property is well maintained. There is one large rifle range (200 yards), one large pistol range (50 yards), and about 10 small pistol ranges for competition shooting. All of the small ranges are backed by 8' to 10' high berms. Some trap and skeet shooting takes place on the rifle range. No shooting is allowed above the berms (except for some trap and skeet). Any rifle or pistol shooting above the berms immediately disqualifies the shooter. The impact zones of the ranges are all 95% or more sand. The pistol range is backed by a 10' to 12' high berm that has wetlands on the other side. The rifle range is backed by a 30 foot sand cliff. There were no or little sign of rounds going over the berms on any of the ranges. None of the ranges are equipped with baffles or other overhead devices to control over shot, ricochets, and fragments.

Description of past practices likely to be responsible for contamination: Use of property as a gun range since 1947. Lead removal only in last 15 years, lack of a comprehensive lead removal plan, and lack of documentation greater than one year old.

ACTIVITIES OR PRACTICES RESPONSIBLE FOR CONTAMINATION:

Spill	☐	LUST	☐
Pesticide disposal	☐	Tank	☐
Landfill	☐	Improper handling	☐
Drums	☐	Improper disposal	☐
Other – Describe: Lead bullets and shot	☒		

Are discharges permitted? (if yes, describe) No ☒ Yes ☐

Standard Industrial Codes (if known):

CONTAMINANT(S)

AFFECTED MEDIA	CONTAMINANTS (#1-19: See contaminants key below) Enter letter designating status of contaminant: C = Confirmed (above MTCA Method A); S = Suspected; R = Remediated; B = Below MTCA Method A																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Ground Water																			
Surface Water			S																
Drinking Water																			
Soil			S																
Sediment			S																
Air																			

1 Base/neutral/acid organics
2 Halogenated organic compounds
3 Metals - Priority pollutants
4 Metals - Other
5 Polychlorinated biPhenyls (PCBs)
6 Pesticides
7 Petroleum products
8 Phenolic compounds
9 Non-halogenated solvents
10 Dioxin
11 Polynuclear aromatic hydrocarbons (PAHs)
12 Reactive wastes
13 Corrosive wastes
14 Radioactive wastes
15 Conventional contaminants, organic
16 Conventional contaminants, inorganic
17 Asbestos
18 Arsenic
19 Methyl Tert-Butyl Ether (MTBE)

SITE INFORMATION

Soil type: Sand		Slope 0 to 3%	
Site vegetation/cover present:			
Forest	☒	Pasture/open field	☒
Bare soil	☒	Wetlands	☐
Brush	☐	Pavement	☐
Landscaped	☐	Surface water	☐
Other – Describe:			

Are there any drinking water systems affected?	☐ Yes	☒ No
Municipal, private, or both? (Circle)		
How many people are estimated to be affected?		
Is there a potential for a release or threatened release to affect a drinking water source?	☒ Yes	☐ No
Are there monitoring wells in the vicinity?	☐ Yes	☐ No
Are there dry wells in the vicinity?	☐ Yes	☐ No

CONTAMINANT PATHWAYS AND TARGETS

	Ingestion	Inhalation	Contact
Ground Water	☐	☐	☐
Surface Water	☒	☐	☒
Drinking Water	☐	☐	☐
Soil	☒	☒	☒
Sediment	☐	☐	☐
Air	☐	☐	☐

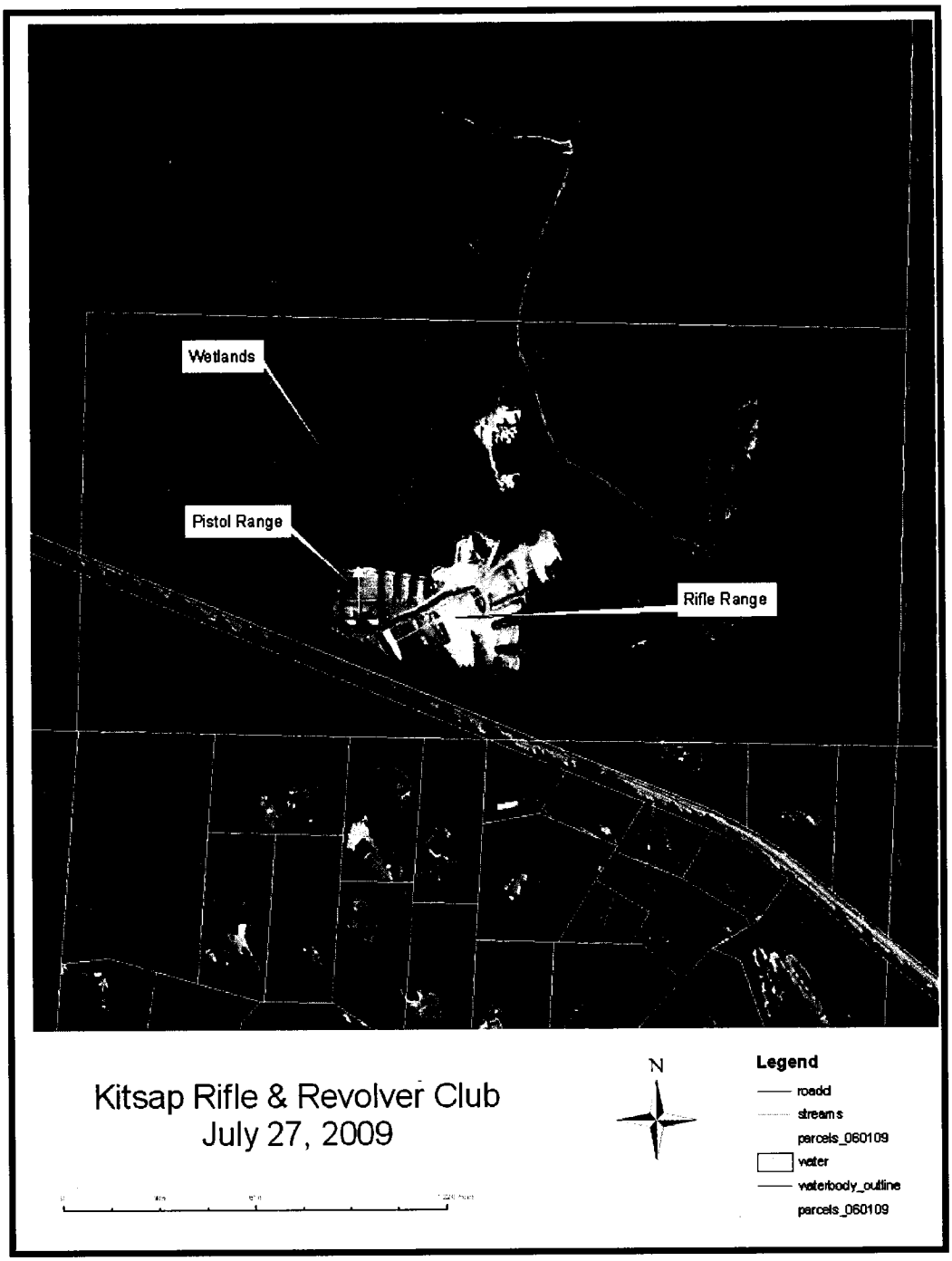
Targets Possible:			
		Residential	☐
Human, adult	☒	Industrial	☐
Human, children	☒	Commercial	☒

Sensitive environments (See WARM Scoring Manual for definition): ☒ Yes ☐ No If yes, describe:
Wetlands on the property.

General Comments: Multiple site visits conducted checking on the lead recovery program at the site. Permission to sample the soil and sediment at the site was denied. Consider sampling of the wetlands behind the main pistol range and stormwater structures onto and off of the site essential to determine if contamination is present.

SITE MAP/DIAGRAM

Site Name: Kitsap Rifle and Revolver Club



↑ North	Approximate scale: 1 inch = 200 feet
ERTS Number 613497	County: Kitsap
Inspector: Grant Holdcroft	Date: 8/17/2010

Don Burger

From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 2:00 PM
To: Neil R. Wachter; Holdcroft, Grant
Cc: Brower, Janet
Subject: RE: Sampling at KRRC Attorney Client Confidential Work Product

[redacted]

SM

From: Holdcroft, Grant [mailto:holdcg@health.co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 1:51 PM
To: Neil R. Wachter
Cc: Brower, Janet; Steve Mount
Subject: FW: Sampling at KRRC

Neil:

[redacted]

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Friday, August 13, 2010 4:32 PM
To: Holdcroft, Grant; Dan Daniels
Cc: Brower, Janet; Grellner, Keith; Kitsap Rifle & Revolver Club
Subject: Re: Sampling at KRRC

Mr. Holdcroft,
Thank you for the responses to our questions. After much consideration and discussion, we have decided not to allow the Health District to sample. It appears that we are exempt in that you have indicated there is a category for "residential" and another for "industrial". We are neither. As I recall from our conversation and from a cursory review of the MTCA, there was no category or standards for training and recreational shooting ranges. As you have recognized, KRRC meets and/or exceeds the standards developed for ranges as recommended in the Best Management Practices put forth by the United States Environmental Protection Agency. KRRC's commitment is to remain the leader in environmental stewardship.
We look forward to working with you in the future.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club

For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Friday, August 06, 2010 11:16 AM
To: Marcus Carter ; Dan Daniels
Cc: Brower, Janet ; Grellner, Keith
Subject: RE: Sampling at KRRC

Mr. Carter:

We have not heard from you since sending out the response to your questions on July 28th. I just wanted to ask if you had made a decision on whether or not the Club will allow the Health District to sample. Please let us know the Club's decision on this matter.

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Holdcroft, Grant
Sent: Wednesday, July 28, 2010 8:42 AM
To: Marcus Carter; Dan Daniels
Cc: Brower, Janet
Subject: RE: Sampling at KRRC

Mr. Carter:

Thanks for the email. Some of these we answered in previous emails. But, here you go.

1) Is there any documented evidence of lead migrating off KRRC property?

   Not that we are aware of.

2) Is there any known problem with lead in Chico Creek?

   Not that we are aware of.

3) What would be the authority of law for the KCHD to mandate/request sampling?

   We are requesting sampling under the Model Toxics Control Act. (Chapter 173-340 Washington Administrative Code) You may decline to have us sample.

4) Who, and with what agency, is the source for your request to sample?

   We received a complaint of lead contamination which we referred to Ecology and they referred back to us under MTCA. The circuitous way this happened is because Ecology has to authorize us to use their funds for this type of investigation.

5) How many other ranges have you sampled?

One. The Bainbridge Island Sportsmen's Club.

6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?

In the county – we are working our way through the ranges. We received a complaint for the Bainbridge Island Sportsmen's Club and a complaint for KRRC. We plan on visiting the other ranges in the county and at least discussing BMPs for lead. In the state – I have heard that other ranges are being checked on a complaint basis, but have no list.

7) How many active shooting ranges are on the "CSCS" list you mentioned?

Unknown. The list – called the "Confirmed and Suspected Contaminated Sites" list – is statewide. There are currently 3819 sites on the list. Determining which are active ranges would be difficult, if not impossible without hours of study. A quick search of the database at Ecology's website shows 11 on the list that I believe are gun ranges, based on the name.

8) If so, what was the reason for being placed on the list?

Unknown without checking each site file. My understanding is that the number one reason that ranges are on the list is for lead contamination. There may be other reasons. For instance, if there was spill or a leaking underground storage tank.

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 22, 2010 2:11 PM
To: Holdcroft, Grant
Cc: info@gunsafety.org; Dan Daniels; Gina Taylor
Subject: Re: Sampling at KRRC

Hello Mr. Holdcroft,
Thank you for your visit and continuing productive dialog with your department.
We have had an Executive Committee meeting and the following questions were raised that I now pose to you for written response. I will get your response to the Executive Committee and get back to you as soon as possible with an answer on sampling.

1) Is there any documented evidence of lead migrating off KRRC property?
2) Is there any known problem with lead in Chico Creek?
3) What would be the authority of law for the KCHD to mandate/request sampling?
4) Who, and with what agency, is the source for your request to sample?

5) How many other ranges have you sampled?
6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?
7) How many active shooting ranges are on the "CSCS" list you mentioned?
8) If so, what was the reason for being placed on the list?

We have recently received, and will forward, a copy of the test results from Twiss Labs showing lead in our well water being tested at "< .001 ppm". This is the new well you inspected that has been sitting directly under the grounds of our approximately century old shooting range. I hope this helps.

We look forward to your response.

Sincerely,

Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Thursday, July 01, 2010 3:30 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith ; Dan Daniels
Subject: RE: Sampling at KRRC

Hi Mr. Carter:

Could we meet you and Mr. Daniels at 3:30 pm on July 8th at the Club? It would be myself and Mr. Keith Grellner, Environmental Health Director for the Health District. Please let me know if this time works for you and Mr. Daniels.

Thank you,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 01, 2010 2:02 PM
To: Holdcroft, Grant
Cc: Brower, Janet; Grellner, Keith; info@gunsafety.org; Dan Daniels
Subject: Re: Sampling at KRRC

Mr. Holdcroft,
I have checked with Mr. Daniels and we would propose to meet with the Health District either July 8th or 15th anytime after 1pm on either day. We can meet at KRRC, or your office if more convenient. Please let me know if either day or location will work into your schedule.

Regards,
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
360-373-1007

From: Holdcroft, Grant
Sent: Monday, June 28, 2010 3:44 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith
Subject: Sampling at KRRC

Mr. Carter:

The Health District would like to meet with you to go over the Health District's proposed sampling at KRRC. Please contact me with dates that you or your representatives might be available to meet.

Thank you,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

Don Burger

From: Audrey Shannon [AShannon@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 7:07 AM
To: Doug Bear
Subject: FW: Status wording of call log

Did we promise him we'd go back and re-open all the cases to change the resolution status? It can be done... But just asking before I go through the trouble. And do you understand what he's asking about filing these under their own heading? It sounds like he's just trying to save us some time but I think we're doing things OK right now.

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 9:04 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

Audrey,
Thank you. I am also wishing to know that the comments for the last year regarding Kitsap Rifle and Revolver Club are corrected to their present status. Could you tell me if anyone is working on that? Also there may be a large number of comments, once it is known people are to route them through Kitsap 1, regarding this in the future. Is it possible to joint file them under their own heading along with being on the master log? I will be asking for another PDR of the log, and perhaps some other folks may also. Maybe this would save us all some time.

Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Nancy Buonanno-Grennan <NBGrenn@co.kitsap.wa.us>; Doug Bear <Dbear@co.kitsap.wa.us>; "wadelarson2@yahoo.com" <wadelarson2@yahoo.com>
Sent: Wed, August 18, 2010 8:27:14 AM
Subject: RE: Status wording of call log

Good morning.

Currently, the status options are: Customer Contacted, For Record Keeping Purposes and Transferred to Outside Agency. "Problem Solved" has been removed from the list as we intend to replace it with more accurate wording.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Kitsap1
Sent: Wednesday, August 18, 2010 8:06 AM
To: Nancy Buonanno-Grennan; Doug Bear; Audrey Shannon
Subject: FW: Status wording of call log

Please see below.

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 6:40 AM
To: Kitsap1
Subject: Status wording of call log

Please route to Nancy B-G , Doug Bear, and Audrey Shannon

To All,
If I am correct, the wording in the status bar was to be changed in a week from your presentation to the BOCC. could you give me an update.

Wade Larson

Don Burger

From: Wade Larson [wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 9:04 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

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Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Nancy Buonanno-Grennan <NBGrenn@co.kitsap.wa.us>; Doug Bear <Dbear@co.kitsap.wa.us>; "wadelarson2@[redacted]" <wadelarson2@[redacted]>
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Subject: RE: Status wording of call log

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Currently, the status options are: Customer Contacted, For Record Keeping Purposes and Transferred to Outside Agency. "Problem Solved" has been removed from the list as we intend to replace it with more accurate wording.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Kitsap1
Sent: Wednesday, August 18, 2010 8:06 AM
To: Nancy Buonanno-Grennan; Doug Bear; Audrey Shannon
Subject: FW: Status wording of call log

Please see below.

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Sent: Wednesday, August 18, 2010 6:40 AM
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To All,

If I am correct, the wording in the status bar was to be changed in a week from your presentation to the BOCC. could you give me an update.

Wade Larson

Don Burger

From: Steve Boyer [SBoyer@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 3:35 PM
To: Connie Herron
Subject: FW: PDR / Larson

Connie,

Can't find anything on the computer in my office.

Steve Boyer

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; John Gese; David J. White; Steve Boyer; Dennis Bonneville; Michele R. Davis
Cc: Connie Herron; Karen Brezler
Subject: FW: PDR / Larson

All -

I am resending this request for information. Please advise in the affirmative or negative if you possess any such responsive documents. I anticipate a reply by **August 25th**. If you will need more time, please let me know.

Thank you,
Connie Herron #1044
Records Dissemination

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

All -

Attached is a public disclosure request from Wade Larson, requesting **"All records of comments regarding the Kitsap Rifle and Revolver Club for the past 1 1/2 years and all sources they may have been routed".**

Please check your records and advise if you have anyf responsive documents to this request. If you know of anyone else that may be able to respond, please forward onto them and advise me as well.

A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

From: SA B [SAboyer@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 3:29 PM
To: Steve Boyer
Cc: Michele R. Davis
Subject: RE: PDR / Larson

Connie,

Can't find anything on the computer in my office.

Steve Boyer

From: Steve Boyer
Sent: Wednesday, August 18, 2010 12:43 PM
To: SA B
Subject: FW: PDR / Larson

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; John Gese; David J. White; Steve Boyer; Dennis Bonneville; Michele R. Davis
Cc: Connie Herron; Karen Brezler
Subject: FW: PDR / Larson

All -

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Connie Herron #1044
Records Dissemination

Don Burger

From: SA B [SAboyer@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 3:04 PM
To: Steve Boyer
Subject: RE: PDR / Larson

Michele,
I didn't find anything - do we need to discuss procedure on these for my computer?

From: Steve Boyer
Sent: Wednesday, August 18, 2010 12:43 PM
To: SA B
Subject: FW: PDR / Larson

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; John Gese; David J. White; Steve Boyer; Dennis Bonneville; Michele R. Davis
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Connie Herron #1044
Records Dissemination

Don Burger

From: Holdcroft, Grant [holdcg@health.co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 1:59 PM
To: Steve Mount
Subject: RE: Sampling at KRRC Attorney Client Confidential Work Product

Yea, I would call them residential because of the proximity of residences to the site. Contamination may affect their properties.

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Steve Mount [mailto:SMount@co.kitsap.wa.us]
Sent: Wednesday, August 18, 2010 2:00 PM
To: Holdcroft, Grant; Neil R. Wachter
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Subject: RE: Sampling at KRRC Attorney Client Confidential Work Product

[redacted]

SM

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Sent: Wednesday, August 18, 2010 1:51 PM
To: Neil R. Wachter
Cc: Brower, Janet; Steve Mount
Subject: FW: Sampling at KRRC

Neil:

[redacted]

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Friday, August 13, 2010 4:32 PM
To: Holdcroft, Grant; Dan Daniels

Cc: Brower, Janet; Grellner, Keith; Kitsap Rifle & Revolver Club
Subject: Re: Sampling at KRRC

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--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Friday, August 06, 2010 11:16 AM
To: Marcus Carter ; Dan Daniels
Cc: Brower, Janet ; Grellner, Keith
Subject: RE: Sampling at KRRC

Mr. Carter:

We have not heard from you since sending out the response to your questions on July 28th. I just wanted to ask if you had made a decision on whether or not the Club will allow the Health District to sample. Please let us know the Club's decision on this matter.

Thanks,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Holdcroft, Grant
Sent: Wednesday, July 28, 2010 8:42 AM
To: Marcus Carter; Dan Daniels
Cc: Brower, Janet
Subject: RE: Sampling at KRRC

Mr. Carter:

Thanks for the email. Some of these we answered in previous emails. But, here you go.

1) Is there any documented evidence of lead migrating off KRRC property?

   Not that we are aware of.

2) Is there any known problem with lead in Chico Creek?

Not that we are aware of.

3) What would be the authority of law for the KCHD to mandate/request sampling?

We are requesting sampling under the Model Toxics Control Act. (Chapter 173-340 Washington Administrative Code) You may decline to have us sample.

4) Who, and with what agency, is the source for your request to sample?

We received a complaint of lead contamination which we referred to Ecology and they referred back to us under MTCA. The circuitous way this happened is because Ecology has to authorize us to use their funds for this type of investigation.

5) How many other ranges have you sampled?

One. The Bainbridge Island Sportsmen's Club.

6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?

In the county – we are working our way through the ranges. We received a complaint for the Bainbridge Island Sportsmen's Club and a complaint for KRRC. We plan on visiting the other ranges in the county and at least discussing BMPs for lead. In the state – I have heard that other ranges are being checked on a complaint basis, but have no list.

7) How many active shooting ranges are on the "CSCS" list you mentioned?

Unknown. The list – called the "Confirmed and Suspected Contaminated Sites" list – is statewide. There are currently 3819 sites on the list. Determining which are active ranges would be difficult, if not impossible without hours of study. A quick search of the database at Ecology's website shows 11 on the list that I believe are gun ranges, based on the name.

8) If so, what was the reason for being placed on the list?

Unknown without checking each site file. My understanding is that the number one reason that ranges are on the list is for lead contamination. There may be other reasons. For instance, if there was spill or a leaking underground storage tank.

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 22, 2010 2:11 PM
To: Holdcroft, Grant
Cc: info@gunsafety.org; Dan Daniels; Gina Taylor
Subject: Re: Sampling at KRRC

Hello Mr. Holdcroft,
Thank you for your visit and continuing productive dialog with your department.
We have had an Executive Committee meeting and the following questions were raised that I now pose to you for written response. I will get your response to the Executive Committee and get back to you as soon as possible with an answer on sampling.

1) Is there any documented evidence of lead migrating off KRRC property?
2) Is there any known problem with lead in Chico Creek?
3) What would be the authority of law for the KCHD to mandate/request sampling?
4) Who, and with what agency, is the source for your request to sample?
5) How many other ranges have you sampled?
6) Is your request to sample a standard request made of all other ranges throughout the county/state? If so, which ones? Dates? Results?
7) How many active shooting ranges are on the "CSCS" list you mentioned?
8) If so, what was the reason for being placed on the list?

We have recently received, and will forward, a copy of the test results from Twiss Labs showing lead in our well water being tested at "< .001 ppm". This is the new well you inspected that has been sitting directly under the grounds of our approximately century old shooting range. I hope this helps.

We look forward to your response.

Sincerely,

Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
Since 1926

From: Holdcroft, Grant
Sent: Thursday, July 01, 2010 3:30 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith ; Dan Daniels
Subject: RE: Sampling at KRRC

Hi Mr. Carter:

Could we meet you and Mr. Daniels at 3:30 pm on July 8th at the Club? It would be myself and Mr. Keith Grellner, Environmental Health Director for the Health District. Please let me know if this time works for you and Mr. Daniels.

Thank you,

Grant A. Holdcroft, R.S.

Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

From: Marcus Carter [mailto:marcus@gunschool.com]
Sent: Thursday, July 01, 2010 2:02 PM
To: Holdcroft, Grant
Cc: Brower, Janet; Grellner, Keith; info@gunsafety.org; Dan Daniels
Subject: Re: Sampling at KRRC

Mr. Holdcroft,
I have checked with Mr. Daniels and we would propose to meet with the Health District either July 8th or 15th anytime after 1pm on either day. We can meet at KRRC, or your office if more convenient. Please let me know if either day or location will work into your schedule.

Regards,
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
For Sport and National Defense
360-373-1007

From: Holdcroft, Grant
Sent: Monday, June 28, 2010 3:44 PM
To: Marcus Carter
Cc: Brower, Janet ; Grellner, Keith
Subject: Sampling at KRRC

Mr. Carter:

The Health District would like to meet with you to go over the Health District's proposed sampling at KRRC. Please contact me with dates that you or your representatives might be available to meet.

Thank you,

Grant A. Holdcroft, R.S.
Sr. Environmental Health Specialist
Solid & Hazardous Waste Program
Kitsap County Health District
holdcg@health.co.kitsap.wa.us
(360) 337-5605

Don Burger

From: Gail and Kevin Gross [kevinandgail@[redacted]]
Sent: Thursday, August 19, 2010 9:03 AM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: KRRC Calendar listed training.xlsx

Attached is a revised Military Training at Kitsap Rifle and Revolver Club. The changes are: inserting Maritime Training on March 25, 2009 from 8:30am-4:30pm and numbering the items. (Maritime Training is #28.)

I have also been proofing my Declaration and am making a few (very few) minor changes.

KTG

Military Training at Kitsap Rifle and Revolver Club

Source: Kitsap Rifle and Revolver Club website (Monthly Calendars)

Dates: July 2008 to May 2010

No.	Month	Date	Year	Time	Calendar Listing	Comments
1	July	14	2008	8am-4pm	FAH Navy Training	
2	July	15	2008	8am-4pm	FAH Navy Training	
3	July	17	2008	8am-4pm	FAH Navy Training	
4	July	18	2008	8am-4pm	FAH Navy Training	
5	Aug.	11	2008	8am-4pm	FAH Navy Training	
6	August	12	2008	5pm-10pm	FAH Navy Training	
7	August	14	2008	8am-4pm	FAH Navy Training	
8	August	15	2008	8am-4pm	FAH Navy Training	
9	September	15	2008	8am-4pm	FAH Navy Training	
10	September	16	2008	5pm-10pm	FAH Navy Training	
11	September	18	2008	8am-4pm	FAH Navy Training	
12	September	19	2008	8am-4pm	FAH Navy Training	
13	October	20	2008	8am-4pm	FAH Navy Training	
14	October	21	2008	3pm-10pm	FAH Navy Training	
15	October	23	2008	8am-4pm	FAH Navy Training	
16	October	24	2008	8am-4pm	FAH Navy Training	
17	December	8	2008	8am-4pm	FAH Navy Training	
18	December	9	2008	10am-8pm	FAH Navy Training	
19	December	11	2008	8am-4pm	FAH Navy Training	
20	December	12	2008	8am-4pm	FAH Navy Training	
21	February	2	2009	7:30am-4pm	FAH Navy Training	
22	February	4	2009	12pm-7pm	FAH Navy Training	
23	February	5	2009	7:30am-4pm	FAH Navy Training	
24	March	2	2009	8am-4pm	FAH Navy Training	
25	March	3	2009	12pm-7pm	FAH Navy Training	
26	March	5	2009	8am-4pm	FAH Navy Training	
27	March	6	2009	8am-4pm	FAH Navy Training	
28	March	25	2009	8:30am-4:30pm	Maritime Training	
29	April	6	2009	7:30am-4pm	FAH Navy Training	
30	April	7	2009	1pm-9pm	FAH Navy Training	
31	April	9	2009	7:30am-4pm	FAH Navy Training	
32	April	10	2009	7:30am-4pm	FAH Navy Training	
33	May	11	2009	7:30am-4pm	FAH Navy Training	
34	May	12	2009	2pm-10pm	FAH Navy Training	
35	May	13	2009	7:30am-4pm	FAH Navy Training	
36	May	14	2009	7:30am-4pm	FAH Navy Training	
37	May	15	2009	7:30am-4pm	FAH Navy Training	
38	May	26	2009	1pm-7pm	USNS Bridge Training	
39	May	27	2009	8am-4pm	USNS Bridge Training	
40	June	15	2009	7:30am-4pm	FAH Navy Training	
41	June	16	2009	2pm-10pm	FAH Navy Training	

No.	Month	Date	Year	Time	Calendar Listing	Comments
42	June	18	2009	7:30am-4pm	FAH Navy Training	
43	June	19	2009	7:30am-4pm	FAH Navy Training	
44	July	6	2009	no times listed	Coast Guard Training	
45	July	7	2009	no times listed	Coast Guard Training	
46	September	14	2009	7:30am-4pm	FAH Navy Training	
47	September	15	2009	2pm-10pm	FAH Navy Training	
48	September	16	2009	7:30am-4pm	FAH Navy Training	
49	September	17	2009	7:30am-4pm	FAH Navy Training	
50	September	18	2009	7:30am-4pm	FAH Navy Training	
51	October	26	2009	no times listed	Navy Training	
52	October	27	2009	no times listed	Navy Training	
53	October	29	2009	no times listed	Navy Training	
54	October	30	2009	no times listed	Navy Training	
55	November	22	2009	no times listed	FAH Instructor Training	
56	November	23	2009	no times listed	FAH Instructor Training	
57	November	23	2009	8am-4pm	Navy Training	
58	November	24	2009	no times listed	FAH Instructor Training	
59	November	25	2009	no times listed	FAH Instructor Training	
60	November	30	2009	8am-4pm	Navy Training	
61	December	7	2009	7:30am-4pm	FAH Navy Training	
62	December	8	2009	1pm-9pm	FAH Navy Training	
63	December	10	2009	7:30am-3:30pm	FAH Navy Training	
64	December	11	2009	7:30am-3:30pm	FAH Navy Training	
65	December	14	2009	8am-4pm	Navy MK43 Training	
66	February	1	2010	8am-4pm	FAH Navy Training	
67	February	3	2010	11am-8pm	FAH Navy Training	
68	February	4	2010	8am-4pm	FAH Navy Training	
69	February	5	2010	8am-4pm	FAH Navy Training	
70	March	15	2010	no times listed	FAH Navy Training	
71	March	16	2010	no times listed	FAH Navy Training	
72	March	18	2010	no times listed	FAH Navy Training	
73	March	19	2010	no times listed	FAH Navy Training	
	April	10	2010	no times listed	Army Qualifications	Did not take place
74	April	19	2010	no times listed	FAH Navy Training	Three photos from this training
75	April	20	2010	no times listed	FAH Navy Training	
76	April	22	2010	no times listed	FAH Navy Training	
77	April	23	2010	no times listed	FAH Navy Training	
	May	24	2010	no times listed	FAH Navy Training	Probably did not take place
	May	25	2010	no times listed	FAH Navy Training	Probably did not take place
	May	27	2010	no times listed	FAH Navy Training	Probably did not take place
	May	28	2010	no times listed	FAH Navy Training	Probably did not take place

Don Burger

From: Terry Allison [tncallison@q.com]
Sent: Thursday, August 19, 2010 6:33 PM
To: Neil R. Wachter
Subject: Re: krrc confidential

Neil

This came through without the attachment. Am I missing something?

Terry

----- Original Message -----
From: Neil R. Wachter
To: Terry Allison
Sent: Thursday, August 19, 2010 6:03 PM
Subject: krrc confidential

Terry: [redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 6:19 PM
To: Steve Mount
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc question - confidential attorney client communication

[redacted]

Neil

From: Steve Mount
Sent: Thursday, August 19, 2010 1:09 PM
To: Neil R. Wachter; David Greetham; Steve Heacock; Jeff N. Smith
Cc: Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: RE: krrc question - confidential attorney client communication

[redacted]

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Wade Larson [wadelarson2@[redacted]
Sent: Thursday, August 19, 2010 6:12 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

Audrey,
I like your approach to customer relations. You also seem to know your job and do it well.

Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Wade Larson <wadelarson2@[redacted]>
Sent: Thu, August 19, 2010 2:16:21 PM
Subject: RE: Status wording of call log

Good afternoon. I will be working on changing the status message of the past cases in question but I'm unable to give you a deadline as to when I'll have that task complete. I'm hoping to have it completed in a week but I have a project I'm currently working on which has a bit of an unpredictable timeline.

As for your idea for making future PDR on the gun club faster, I appreciate your suggestion. At this time, my future searches on the gun club should go more smoothly as I will simply be adding data to the document we already provided. However, the suggestion is a good one and I will be seeing if there is a better method for categorizing items such as this in the future.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 9:04 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

Audrey,
Thank you. I am also wishing to know that the comments for the last year regarding Kitsap Rifle and Revolver Club are corrected to their present status. Could you tell me if anyone is working on that? Also there may be a large number of comments, once it is known people are to route them through Kitsap 1, regarding this in the future. Is it possible to joint file them under their own heading along with being on the master log? I will be asking for another PDR of the log, and perhaps some other folks may also. Maybe this would save us all some time.

Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Nancy Buonanno-Grennan <NBGrenn@co.kitsap.wa.us>; Doug Bear <Dbear@co.kitsap.wa.us>; "wadelarson2@yahoo.com" <wadelarson2@yahoo.com>

Sent: Wed, August 18, 2010 8:27:14 AM
Subject: RE: Status wording of call log

Good morning.

Currently, the status options are: Customer Contacted, For Record Keeping Purposes and Transferred to Outside Agency. "Problem Solved" has been removed from the list as we intend to replace it with more accurate wording.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Kitsap1
Sent: Wednesday, August 18, 2010 8:06 AM
To: Nancy Buonanno-Grennan; Doug Bear; Audrey Shannon
Subject: FW: Status wording of call log

Please see below.

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 6:40 AM
To: Kitsap1
Subject: Status wording of call log

Please route to Nancy B-G , Doug Bear, and Audrey Shannon

To All,
If I am correct, the wording in the status bar was to be changed in a week from your presentation to the BOCC. could you give me an update.

Wade Larson

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 6:04 PM
To: Terry Allison
Subject: krrc confidential

[redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Shelley E. Kneip [SKneip@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 5:41 PM
To: Neil R. Wachter
Subject: Out of Office: krrc question - confidential attorney client communication

I will be out of the office from Wednesday, August 18 until Monday August 23. I will respond as soon as I can upon my return. If you need immediate attention, please call (360) 337-4992. Thank you.

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 5:41 PM
To: Lisa J. Nickel; Shelley E. Kneip
Subject: RE: krrc question - confidential attorney client communication

Shelley -

[redacted]

Thanks,

Neil

From: Shelley E. Kneip
Sent: Thursday, August 19, 2010 4:29 PM
To: Lisa J. Nickel; Neil R. Wachter
Subject: RE: krrc question - confidential attorney client communication

[redacted]

From: Lisa J. Nickel
Sent: Thursday, August 19, 2010 1:06 PM
To: Shelley E. Kneip; Neil R. Wachter
Subject: FW: krrc question - confidential attorney client communication

Neil,

[redacted]

Lisa
x4974

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Cam Mandeville [CMandevi@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 4:56 PM
To: Connie Herron
Cc: Kathy Collings; Neil R. Wachter
Subject: RE: PDR / Larson

Dear Connie---Thanks for checking with me. I actually spoke with Lt. Collings about this issue last Friday. I have been gone on annual leave since then. I will try to get you everything that I have by tomorrow night (Friday). Please be advised that I am involved in an open investigation with DPA Neil Wachter and so we will have to get together to go through what can be released and what cannot. Kathy (Collings) advised me of that.

Hope that helps----Cam

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:20 AM
To: Cam Mandeville
Cc: Karen Brezler; Kathy Collings; Connie Herron; Monica Stuart; Mark Rufener
Subject: RE: PDR / Larson

Afternoon Cam -

Just following up on this request, were you able to locate any responsive documents? Do you know how much time you may need to reply with those documents?

Thanks,
Connie Herron #1044
Records Dissemination

From: Cam Mandeville
Sent: Thursday, August 12, 2010 5:06 PM
To: Connie Herron
Subject: RE: PDR / Larson

Dear Connie---

I will likely have some records on this. I will try to have all my stuff to you by mid-next week.

Cam

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

All -

Attached is a public disclosure request from Wade Larson, requesting **"All records of comments regarding the Kitsap Rifle and Revolver Club for the past 1 1/2 years and all sources they may have been routed".**

Please check your records and advise if you have anyf responsive documents to this request. If you know of anyone else that may be able to respond, please forward onto them and advise me as well.

A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

From: Shelley E. Kneip [SKneip@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 4:29 PM
To: Lisa J. Nickel; Neil R. Wachter
Subject: RE: krrc question - confidential attorney client communication

[redacted]

From: Lisa J. Nickel
Sent: Thursday, August 19, 2010 1:06 PM
To: Shelley E. Kneip; Neil R. Wachter
Subject: FW: krrc question - confidential attorney client communication

Neil,

[redacted]

Lisa
x4974

From: Neil R. Wachter
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Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
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Dear Dave and Steve:

[redacted]

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
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Don Burger

From: David Greetham [Dgreetha@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 2:59 PM
To: Neil R. Wachter; Steve Heacock
Cc: Lisa J. Nickel; Steve Mount; Tracey L. Hamilton-Oril
Subject: RE: krrc question - confidential attorney client communication

[redacted]

Dave

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

[redacted]

Thanks,

Neil

Neil R. Wachter
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Don Burger

From: Audrey Shannon [AShannon@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 2:16 PM
To: Wade Larson
Subject: RE: Status wording of call log

Good afternoon. I will be working on changing the status message of the past cases in question but I'm unable to give you a deadline as to when I'll have that task complete. I'm hoping to have it completed in a week but I have a project I'm currently working on which has a bit of an unpredictable timeline.

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Audrey Shannon
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Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Nancy Buonanno-Grennan <NBGrenn@co.kitsap.wa.us>; Doug Bear <Dbear@co.kitsap.wa.us>; "wadelarson2@yahoo.com" <wadelarson2@yahoo.com>
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Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

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Subject: FW: Status wording of call log

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Wade Larson

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 2:09 PM
To: Roy P. Barton
Subject: RE: KRRC question - confidential attorney work product

[redacted]

From: Roy P. Barton
Sent: Thursday, August 19, 2010 1:41 PM
To: Neil R. Wachter
Subject: RE: KRRC question - confidential attorney work product

[redacted]

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 1:09 PM
To: Roy P. Barton
Subject: KRRC question - confidential attorney work product

[redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 1:54 PM
To: Cindy Read; Neil R. Wachter
Cc: Scott Diener
Subject: KRRC Mapping Attorney Client Confidential

Cindy, Neil,

[redacted]

[redacted]

Don Burger

From: Roy P. Barton [RPBarton@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 1:41 PM
To: Neil R. Wachter
Subject: RE: KRRC question - confidential attorney work product

[redacted]

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 1:09 PM
To: Roy P. Barton
Subject: KRRC question - confidential attorney work product

[redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
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nwachter@co.kitsap.wa.us

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Don Burger

From: Steve Mount [SMount@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 1:09 PM
To: David Greetham; Jeff N. Smith; Neil R. Wachter; Steve Heacock
Cc: Lisa J. Nickel; Tracey L. Hamilton-Oril
Subject: RE: krrc question - confidential attorney client communication

[redacted]

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 1:09 PM
To: Roy P. Barton
Subject: KRRC question - confidential attorney work product

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Lisa J. Nickel [LNickel@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 1:06 PM
To: Neil R. Wachter; Shelley E. Kneip
Subject: FW: krrc question - confidential attorney client communication

Neil,

[redacted]

Lisa
x4974

From: Neil R. Wachter
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Steve Mount; Tracey L. Hamilton-Oril; Lisa J. Nickel
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 12:20 PM
To: David Greetham; Steve Heacock
Cc: Lisa J. Nickel; Steve Mount; Tracey L. Hamilton-Oril
Subject: krrc question - confidential attorney client communication

Dear Dave and Steve:

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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Don Burger

From: John Gese [JGese@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 10:45 AM
To: Connie Herron
Subject: RE: PDR / Larson

Connie,

I have one email which I will print and send to you.

John

Lieutenant John Gese
Kitsap County Sheriff's Office
614 Division Street MS-37
Port Orchard, WA 98366
Work: 360-337-4915/360-337-5611
Fax: 360-698-2597
email: jgese@co.kitsap.wa.us

From: Connie Herron
Sent: Wednesday, August 18, 2010 11:32 AM
To: John Sprague; John Gese; David J. White; Steve Boyer; Dennis Bonneville; Michele R. Davis
Cc: Connie Herron; Karen Brezler
Subject: FW: PDR / Larson

All -

I am resending this request for information. Please advise in the affirmative or negative if you possess any such responsive documents. I anticipate a reply by **August 25th**. If you will need more time, please let me know.

Thank you,
Connie Herron #1044
Records Dissemination

From: Connie Herron
Sent: Thursday, August 12, 2010 9:22 AM
To: Cam Mandeville; John Sprague; John Gese; Gary Simpson; David J. White; Ned Newlin; Steve Boyer; Dennis Bonneville; Maaren Stroble; Michele R. Davis
Cc: Karen Brezler; Kathy Collings; Monica Stuart; Mark Rufener; Connie Herron
Subject: PDR / Larson

All -

Attached is a public disclosure request from Wade Larson, requesting **"All records of comments regarding the Kitsap Rifle and Revolver Club for the past 1 1/2 years and all sources they may have been routed".**

Please check your records and advise if you have anyf responsive documents to this request. If you know of anyone else that may be able to respond, please forward onto them and advise me as well.

A response in the affirmative or negative is required. If you need further time to search your records, please estimate how long may be needed.

Connie Herron #1044
Records Dissemination

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 9:14 AM
To: Gail and Kevin Gross
Subject: RE: KRRC CONFIDENTIAL

Thank you for this. Please send the latest revision when you're ready.

Neil

From: Gail and Kevin Gross [mailto:kevinandgail@[redacted]
Sent: Thursday, August 19, 2010 9:03 AM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

Attached is a revised Military Training at Kitsap Rifle and Revolver Club. The changes are: inserting Maritime Training on March 25, 2009 from 8:30am-4:30pm and numbering the items. (Maritime Training is #28.)

I have also been proofing my Declaration and am making a few (very few) minor changes.

KTG

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, August 19, 2010 6:35 PM
To: Terry Allison
Subject: RE: krrc confidential
Attachments: Allison Declaration-Working Copy 081810.doc

[redacted]

From: Terry Allison [mailto:tncallison@q.com]
Sent: Thursday, August 19, 2010 6:33 PM
To: Neil R. Wachter
Subject: Re: krrc confidential

Neil

[redacted]

Terry

----- Original Message -----
From: Neil R. Wachter
To: Terry Allison
Sent: Thursday, August 19, 2010 6:03 PM
Subject: krrc confidential

Terry: [redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Don Burger

From: Gail and Kevin Gross [kevinandgail@wavecable.com]
Sent: Thursday, August 19, 2010 9:10 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL
Attachments: Declaration-Working Copy w Table NRWrev5_17 Aug 2010.doc

[redacted]

KTG

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Don Burger

From: Audrey Shannon [AShannon@co.kitsap.wa.us]
Sent: Friday, August 20, 2010 6:55 AM
To: Wade Larson
Subject: RE: Status wording of call log

Thank you, Mr. Larson.

From: Wade Larson [mailto:wadelarson2@[redacted]]
Sent: Thursday, August 19, 2010 6:12 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

Audrey,
I like your approach to customer relations. You also seem to know your job and do it well.

Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Wade Larson <wadelarson2@[redacted]>
Sent: Thu, August 19, 2010 2:16:21 PM
Subject: RE: Status wording of call log

Good afternoon. I will be working on changing the status message of the past cases in question but I'm unable to give you a deadline as to when I'll have that task complete. I'm hoping to have it completed in a week but I have a project I'm currently working on which has a bit of an unpredictable timeline.

As for your idea for making future PDR on the gun club faster, I appreciate your suggestion. At this time, my future searches on the gun club should go more smoothly as I will simply be adding data to the document we already provided. However, the suggestion is a good one and I will be seeing if there is a better method for categorizing items such as this in the future.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Wade Larson [mailto:wadelarson2@[redacted]]
Sent: Wednesday, August 18, 2010 9:04 PM
To: Audrey Shannon
Subject: Re: Status wording of call log

Audrey,
Thank you. I am also wishing to know that the comments for the last year regarding Kitsap Rifle and Revolver Club are corrected to their present status. Could you tell me if anyone is working on that? Also there may be a large number of comments, once it is known people are to route them through Kitsap 1, regarding this in the future. Is it possible to joint file them under their own heading along with being on the master log? I will be

asking for another PDR of the log, and perhaps some other folks may also. Maybe this would save us all some time.

Wade Larson

From: Audrey Shannon <AShannon@co.kitsap.wa.us>
To: Nancy Buonanno-Grennan <NBGrenn@co.kitsap.wa.us>; Doug Bear <Dbear@co.kitsap.wa.us>; "wadelarson2@yahoo.com" <wadelarson2@yahoo.com>
Sent: Wed, August 18, 2010 8:27:14 AM
Subject: RE: Status wording of call log

Good morning.

Currently, the status options are: Customer Contacted, For Record Keeping Purposes and Transferred to Outside Agency. "Problem Solved" has been removed from the list as we intend to replace it with more accurate wording.

Audrey Shannon
Kitsap 1 Supervisor
614 Division St. MS-26
Port Orchard, WA 98366
Main: 360.337.5777 - Direct: 360.337.4963 - Fax: 360.337.4867

From: Kitsap1
Sent: Wednesday, August 18, 2010 8:06 AM
To: Nancy Buonanno-Grennan; Doug Bear; Audrey Shannon
Subject: FW: Status wording of call log

Please see below.

From: Wade Larson [mailto:wadelarson2@[redacted]
Sent: Wednesday, August 18, 2010 6:40 AM
To: Kitsap1
Subject: Status wording of call log

Please route to Nancy B-G , Doug Bear, and Audrey Shannon

To All,
If I am correct, the wording in the status bar was to be changed in a week from your presentation to the BOCC. could you give me an update.

Wade Larson

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, August 20, 2010 12:14 PM
To: Gary K Koon
Cc: Tracey L. Hamilton-Oril
Subject: krrc declaration issue - confidential - 1st email KG exhibits 11 - 24
Attachments: 22 KRRC Independence Day 2009_22.jpg; 18 KRRC Independence Day 2009_10.jpg; 13 KRRC Family Fun Day 2009_05.jpg; 16 KRRC Independence Day 2009_15.jpg; 15 KRRC Independence Day 2009_05.jpg; 21 KRRC Independence Day 2009_09.jpg; 23 KRRC Independence Day 2009_17.jpg; 17 KRRC Independence Day 2009_11.jpg; 14 KRRC Independence Day 2009_06.jpg; 11 KRRC Family Fun Day 2009_01.jpg; 19 KRRC Independence Day 2009_13.jpg; 20 KRRC Independence Day 2009_02.jpg; 12 KRRC Family Fun Day 2009_02.jpg; 24 KRRC Independence Day 2009_16.jpg

Gary -

[redacted]

Thanks,

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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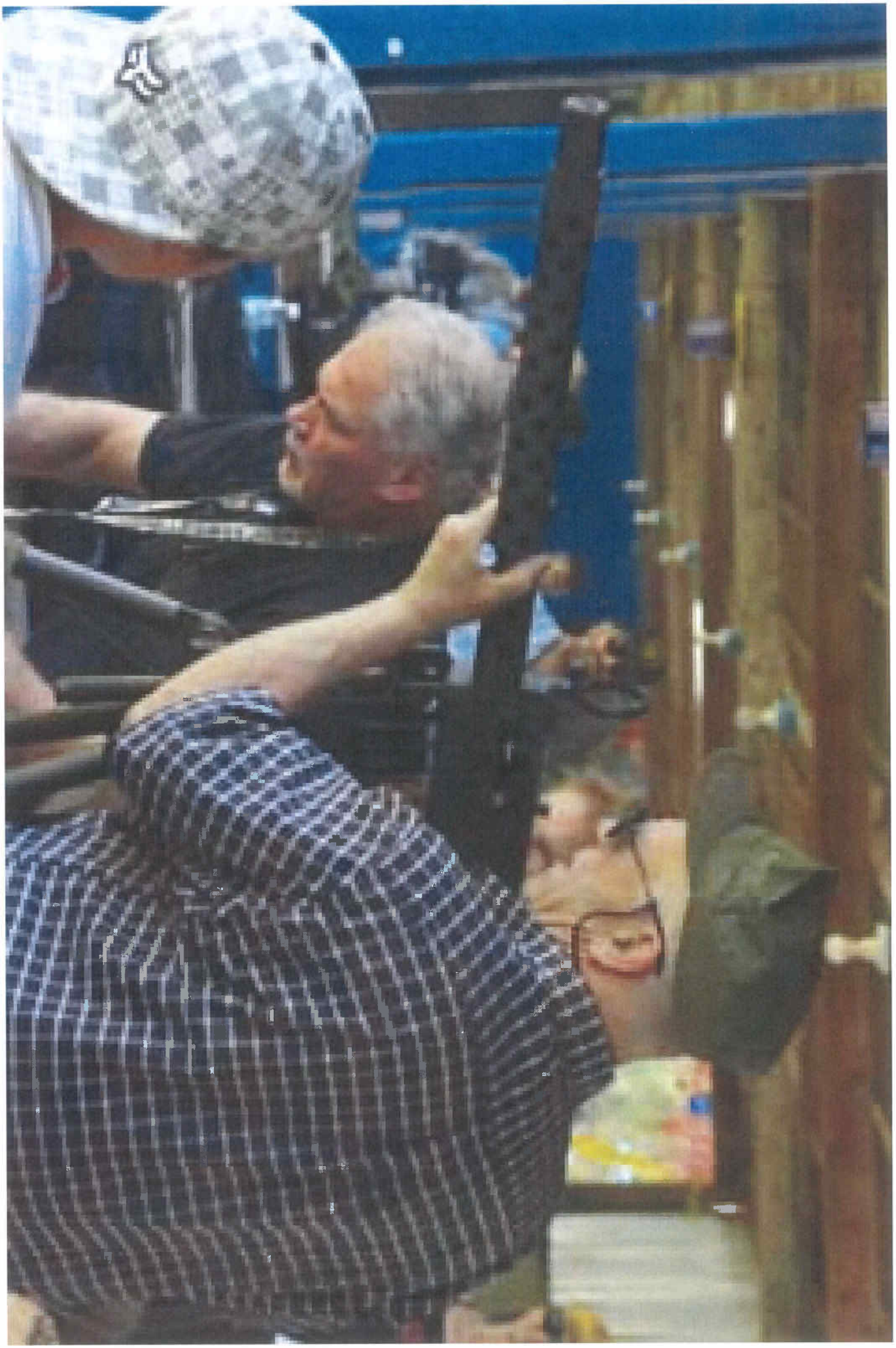

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, August 20, 2010 12:16 PM
To: Gary K Koon
Subject: krrc confidential - 2nd email KG exhibits 28-37
Attachments: 37 still NW Challenge 2010 Aristotle B-6 min 58 seconds.docx; 36 still KRRC Craig-1 min 23 seconds.docx; 33 still Bulgy AK74 Full Auto-28 seconds.docx; 35 still Tommy gun 45 full auto fun-7 seconds.docx; 29 still HK33-8 seconds.docx; 34 still HK53 full auto burst with big flame-15 seconds.docx; 30 still Hungarian AMD 65 full auto-8 seconds.docx; 28 still Bulgarian AKS74U full auto-10seconds.docx; 32 still Romy AKM-32 seconds.docx; 31 still MG42 sample-34 seconds.docx

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office, Civil Division
614 Division Street, MS-35A
360-337-4979 direct
360-337-7083 facsimile
nwachter@co.kitsap.wa.us

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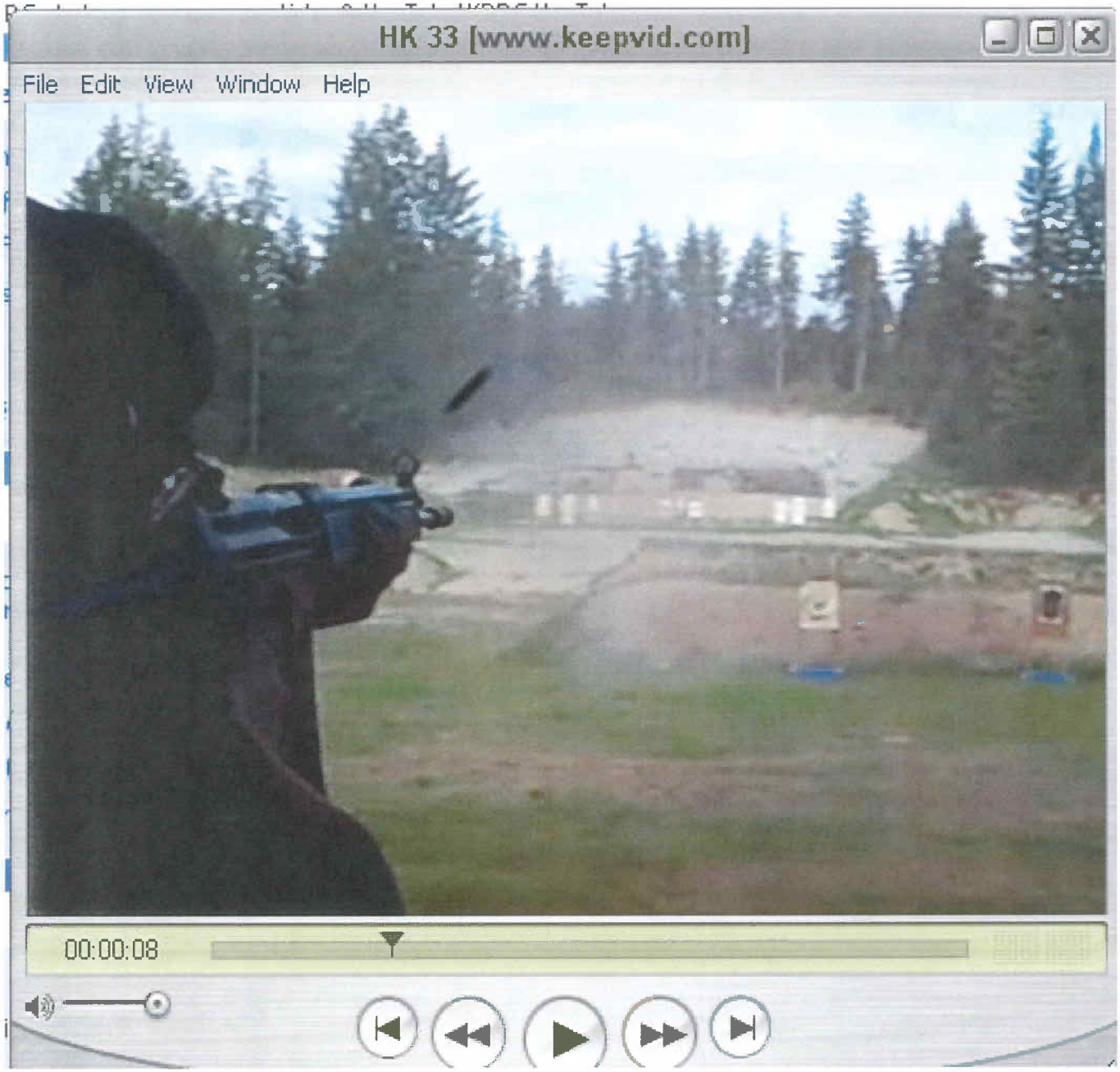
5-1-10 USPSA Kitsap Craig_10 Aug 2010
File Edit View Window Help
00:01:32

bulgy AK 74 full auto [www.keepvid.com]
File Edit View Window Help
00:00:28

tommy gun 45 full auto fun [www.keepvid.com]
File Edit View Window Help
00:00:07


HK 33 [www.keepvid.com]
File Edit View Window Help
00:00:08

Aristotle B 2010 KRRC Northwest Challenge

File Edit View Window Help

00:06:58

HK53 full auto burst with big flame [www.keepvid.com]
File Edit View Window Help
00:00:15

Don Burger

From: Gary K Koon [gkkoon@gmail.com]
Sent: Friday, August 20, 2010 2:16 PM
To: Neil R. Wachter
Subject: Re: krrc confidential - 2nd email KG exhibits 28-37

Received.

On Aug 20, 2010, at 12:16 PM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:

>
>
>
>
> Neil R. Wachter
>
> Sr. Deputy Prosecuting Attorney
>
> Kitsap County Prosecutor's Office, Civil Division
>
> 614 Division Street, MS-35A
>
> 360-337-4979 direct
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> 360-337-7083 facsimile
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> nwachter@co.kitsap.wa.us
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>
> <28 still Bulgarian AKS74U full auto-10seconds.docx>
> <29 still HK33-8 seconds.docx>
> <30 still Hungarian AMD 65 full auto-8 seconds.docx>
> <31 still MG42 sample-34 seconds.docx>
> <32 still Romy AKM-32 seconds.docx>
> <33 still Bulgy AK74 Full Auto-28 seconds.docx>
> <34 still HK53 full auto burst with big flame-15 seconds.docx>
> <35 still Tommy gun 45 full auto fun-7 seconds.docx>
> <36 still KRRC Craig-1 min 23 seconds.docx>
> <37 still NW Challenge 2010 Aristotle B-6 min 58 seconds.docx>

Don Burger

From: Gail and Kevin Gross [kevinandgail@wavecable.com]
Sent: Friday, August 20, 2010 3:07 PM
To: Neil R. Wachter
Subject: KRRC CONFIDENTIAL

Neil, a thought about using the Navy Training information in the Complaint.

We have established a very good rapport with the Admiral's staff through his Public Affairs Officer, Sean Hughes. The Admiral ultimately stopped use of all non-Federal shooting ranges in the Northwest as a result of our initiative through his staff. In that we may use the Navy Training data, may I recommend that you do them the favor of advising them if you intend to use this information in the Complaint?

Sean Hughes
Public Affairs Officer
Commander, Navy Region Northwest
1100 Hunley Rd., Suite 213
Silverdale, WA 98315
W 360-396-4973
C 360-340-5384
sean.a.hughes@navy.mil
Sincerely,
Kevin Gross

Don Burger

From: Terrie Watson [TLLessor@aol.com]
Sent: Friday, August 20, 2010 3:42 PM
To: Terrie Watson
Subject: POKER RIDE STILL ON! Stockmens Coalition "Royal Flush" Poker Ride SATURDAY AUG 21ST
Attachments: Sam0001.pdf; Sally0001.pdf

Hi Olympic BCH, somehow this got lost in my mass of emails.

Please share this with your membership.
This is a great organization and will be a very fun day.
If you have ever been to the Evergreen Sportsmans Club, you will know, how
how much room you all will have for your trailers!
Hope to see you there!

Connie Bailey,
BCHW Capitol & Scattercreek Riders

HOPE TO SEE YOU ALL!!!
6:30AM BREAKFAST !!!!
11-1 LUNCH
3:30ish BBQ!!!!!

.Please get the word out. *This is an awesome organization. Great fun!*

Royal Flush Poker Ride! AUGUST 21, 2010 Evergreen Gun Club

Campout! Food! Fun! Prizes!!! 1st Prize $500

Sponsored by: Stockmen's Coalition

Download Attachments for Registration Form and Flyer.

Inquiries: 360-701-8825 or 360-858-1317

_____City:_____

_____Email:

hand. Additional hands

Complimentary Continental Br

2010. Make checks Pay

Gate Rd SW Olympia, Wa.

ndees, Including children, *must sign Liability*
ognizing the fact that there is potential for a
he fact that STOCKMENS COALITION, includ

Royal Flush Poker Ride!

Camping, food, fun!
Camping $5 per rig
$3 per horse day fee
Entry fee for ride $25
Ride and BBQ $35
PreRegister Save7.00
for ride & BBQ combo
Choose your trail;
8 mile or 15 mile prox

First Prize Valued at:
$500.00 Cash Prize
prizes placed to 8 places
Lowest hand prize also!
last rider out at 10:00 AM
15 mile riders out by
7:30 AM

AUGUST 21, 2010

All funds raised during the Poker Ride will support Stockmens Coalition, a non profit organization whose mission is to support responsible livestock ownership

Contact info: stockmens-coalition.org

Here's your chance to have fun, ride your horse in beautiful country, meet new enthusiasts and a chance to win big bucks and prizes! Everyone takes home a gift!

Draw your poker hand from horseback on the trails. Return to camp for a mouth watering BBQ, revelery, camaraderie, raffles and the Grand Prize for the Winning Hand

Pre-Register!!
Save Money!!!

$500.00
Grand Prize

Special Prize Drawing for
Pre-Registration only

Location: Evergreen Gun Club 12736 Marksman St SW
Olympia, WA 98512 (map on back of flyer)

Contact: Stockmens-coalition.org
360-701-8825 or 360-858-1317 (you may have to leave a message)

Mark your calendar for Saturday, August 21, 2010 as reserved for fun, food, and prize winning!
You are welcome to come down Friday and set up camp and go for a ride or just hang out!
Dry camping only; no hook ups; room for corrals around your trailer if you have them. NO STALLIONS PLEASE.
No dogs on trail please; all dogs remain on leash

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Friday, August 20, 2010 5:26 PM
To: Gary K Koon
Cc: Tracey L. Hamilton-Oril
Subject: RE: krrc confidential - 2nd email KG exhibits 28-37
Attachments: Koon Declaration-Working Copy 082010.doc

[redacted]

-----Original Message-----
From: Gary K Koon [mailto:gkkoon@gmail.com]
Sent: Friday, August 20, 2010 2:16 PM
To: Neil R. Wachter
Subject: Re: krrc confidential - 2nd email KG exhibits 28-37

Received.

On Aug 20, 2010, at 12:16 PM, "Neil R. Wachter" <NWachter@co.kitsap.wa.us> wrote:

>
>
>
>
> Neil R. Wachter
>
> Sr. Deputy Prosecuting Attorney
>
> Kitsap County Prosecutor's Office, Civil Division
>
> 614 Division Street, MS-35A
>
> 360-337-4979 direct
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> 360-337-7083 facsimile
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> nwachter@co.kitsap.wa.us
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> <28 still Bulgarian AKS74U full auto-10seconds.docx>
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> <35 still Tommy gun 45 full auto fun-7 seconds.docx>
> <36 still KRRC Craig-1 min 23 seconds.docx>
> <37 still NW Challenge 2010 Aristotle B-6 min 58 seconds.docx>

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Don Burger

From: Cam Mandeville [CMandevi@co.kitsap.wa.us]
Sent: Friday, August 20, 2010 9:28 PM
To: Kathy Collings; Connie Herron
Cc: Neil R. Wachter
Subject: PDR Larson

Connie---

I am sending down a copy of everything that I have with regard to the PDR request from Mr. Larson regarding the Kitsap Rifle and Revolver Club.

As Lt. Collings is aware, Neil Wachter and I have an open case on this matter and we will have to sit down with someone and go through all of this material.

I hope that this will help. I printed it double sided to save trees.

Thanks----Cam