KRRC

Public Records Requests

Email

April 2009

(1 of 2)

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 APRIL 2009 (1of 2) - 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**
4/1/2009	Kevin M. Howell	Matt Keough	Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE	Attorney Client Privilege
4/1/2009	Kevin M. Howell	Matt Keough	Kitsap/DNR Land Exchange	Attorney Work Product
4/1/2009	Matt Keough	Kevin M. Howell	Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE	Attorney Client Privilege
4/2/2009	Mark Abernathy	Kevin Howell, Matt Keough	Kitsap/DNR Land Exchange	Attorney Client Privilege
4/3/2009	Kevin M. Howell	Mark Abernathy	Re: Fwd: FW: newberry hill exchange	Attorney Client Privilege
4/3/2009	Mark Abernathy	Kevin M. Howell	Re: Fwd: FW: newberry hill exchange	Attorney Client Privilege
4/3/2009	Kevin M. Howell	Mark Abernathy	Re: Fwd: FW: newberry hill exchange	Attorney Client Privilege
4/8/2009	Don Burger	Neil R. Wachter, Phil A. Bacus	Borges, Richard PDR 04-02-09(2).PDF	Attorney Work Product
4/8/2009	Neil R. Wachter	Don Burger	Re: Borges PDR	Attorney Work Product
4/9/2009	Chip Faver	Neil R. Wachter	Paintball	Attorney Client Privilege
4/9/2009	Neil R. Wachter	Chip Faver	Re: Paintball - CONFIDENTIAL Attorney Client Communication	Attorney Client Privilege
4/9/2009	Chip Faver	Neil R. Wachter	Re: Paintball - CONFIDENTIAL Attorney Client Communication	Attorney Client Privilege
4/14/2009	Carolyn Siems	Kevin M. Howell	Re: Rodda Paint, etc.	Attorney Client Privilege
4/14/2009	Kevin M. Howell	Carolyn Siems	Re: Rodda Paint, etc.	Attorney Client Privilege
4/14/2009	Tracey L. Hamilton-Oril	Kevin M. Howell	Re: Rodda Paint, etc.	Attorney Work Product
4/14/2009	Kevin M. Howell	Tracey L. Hamilton-Oril	Re: Rodda Paint, etc.	Attorney Work Product
4/16/2009	Kevin M. Howell	Matt Keough	RE: DNR Exchange	Attorney Client Privilege
4/14/2009	Kevin M. Howell	Tracey L. Hamilton-Oril	Fwd: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylot, Chip Faver, Matt Keough)	Attorney Work Product

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 9:09 AM
To: Matt Keough
Cc: Nancy Buonanno-Grennan; Chip Faver; Tracey L. Hamilton-Oril
Subject: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

Matt,

[redacted]

[redacted]

Regards,

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 9:27 AM
To: Matt Keough
Cc: Mark Abernathy; Chip Faver; Tracey L. Hamilton-Oril
Subject: Kitsap/DNR Exchange

Matt,

[redacted]

Kevin

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 7:12 PM
To: Jeff Rowe-Hornbaker
Cc: Jessica Olsen
Subject: DCD/Parks Urgent Coordination

Jeff,

Regretfully, I have to raise two requests to you on email as I am going out of the office thru Tuesday, 4/7. I prefer to call and talk out any concerns but timing is off - or is that just plain normal around here?!

1. We have a volunteer GIS specialist working with Park staff on an Inventory Project. I suspect you have heard about this after we explained our project to Cindy Reed and then to Scott Diener. Scott may have forwarded my initial request to you about a month ago. Essentially, we are hoping that Christopher Leyh, volunteer, may be able to temporarily locate in DCD. He generally works 12 hours a week in the AM on Mon, Wed., Friday and is now based out of IS. Ideally, he would be able to work nearby Cindy as she needs our assistance in getting the Zoning Layer corrected for Parks. We have talked that this would be a win-win for us both, especially as Christopher is largely self-sufficient and able to contribute much of the work Cindy needs. We would benefit from Cindy's experience too. Perhaps conditions have changed, but this was hoped to be an easy fit and expedient too given the priority of the inventory work for us. If you can authorize it, please contact us by email which I will be able to check. Jessica Olsen, a part-time employee with Parks, and Christopher both are on group-wise can also introduce themselves and more detail for you. I will include Jessica here in case you are able to coordinate in my absence.

2. We need a strategy session regarding the Kitsap Rifle and Revolver Club, per Larry and the BOCC. The property is part of a proposed land exchange with DNR and would likely be under our ownership though we are looking at creative options. Nonetheless, we need to quickly arrive upon some conditions/performance expectations for the range and see where and how we can insert our expectations for a CUP, compliance with code, etc. Tough subject. Feel free to propose a time - or to lead me elsewhere - we'll need Steve Mount for sure.

Sorry to have to "type and run" but, I must!

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

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 7:58 PM
To: Elizabeth Ratliff
Cc: Terri Lyman; Chip Faver
Subject: Fwd: Draft Exchange Agreement
Attachments: PRABMtgPressInfo041509.doc; Exchange Agreement_Newberry Hill_02-10-09.doc

Elizabeth,

This is the draft Exchange Agreement for the Newberry Hill Land Exchange. I have forwarded to Kevin and to Mark but I did not do the formal E-Contract process. Typically, I would have Terri begin that process but our darn time schedules, well, they are tough right now! This agreement needs to go before the BOCC in early May - May 11th at the latest. It may be that we need to get on work study sessions right away!

Kevin informed us just today that a public hearing is likely necessary for a POTENTIAL sale (instead of continued lease) to the KRRC. This would need to occur prior to the exchange agreement so that really makes for a tight schedule - especially with public notice. That is the reason for me to send this your way at this late hour with an apology about timing. Any help or lead you can provide, Elizabeth, is very much appreciated.

Finally, speaking of public notice/outreach, I did not get to send a notice to the Sun about the upcoming April 15 PRAB meeting. You and I talked about getting to them for the community calendar given the big items on the agenda. I will attach the brief writeup I did on it here, along with the draft agreement. I will have to leave it to you or Chip to decide if/how to provide this special notice.

MANY MANY THANKS!

-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

>>> "PRUITT, BRAD (DNR)" < BRADFORD.PRUITT@dnr.wa.gov > 3/30/2009 1:44 PM >>>

Parks and Recreation Advisory Board Meeting
Wednesday, April 15, 2009, 5-7 PM
"Eagles Nest" Event Center, Kitsap County Fairgrounds
1195 NW Fairgrounds Road
Bremerton/Silverdale, WA 98311

Agenda will include: Fairgrounds and Special Events Fee-Setting Discussion with a possible recommendation to the Board of County Commissioners and Review of the Newberry Hill Land Exchange with the State Department of Natural Resources

More information is available at:
Kitsap County Department of Parks and Recreation
http://www.kitsapgov.com/parks/

WASHINGTON STATE DEPARTMENT OF
Natural Resources

EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Kitsap County Parks and Recreation (hereinafter referred to as "Exchanger").

WHEREAS, Exchanger is the owner of certain real property ("Exchange Property") located in Kitsap County, Washington; and

WHEREAS, State is the owner of certain real property ("State Property") located in Kitsap County, Washington; and

WHEREAS, Exchanger desires to acquire the State Property, and State desires to acquire the Exchange Property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Exchanger and State, it is agreed as follows:

SECTION 1 EXCHANGE PROPERTY

1.1 Conveyance. Exchanger shall convey and exchange to State, and State shall accept from Exchanger, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit A attached hereto and incorporated by this reference herein, together with the following:

(i) All rights, tenements, hereditaments, easements, associated tidelands, and appurtenances, including, but not limited to, any rights, title and interest of Exchanger in and to all trees, crops, oil, gas, sand, gravel, water rights, or mineral rights;

(ii) All improvements, if any, and other items located upon or within said real;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

(iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of Exchanger with respect to the property, and an assignment of all representations and warranties made therein to Exchanger.

SECTION 2 STATE PROPERTY

2.1 Conveyance. State shall convey and exchange to Exchanger, and Exchanger shall accept from State, all subject to the terms and conditions of this Agreement, that certain real property located in Kitsap County, Washington the legal description of which is set forth on Exhibit B attached hereto and incorporated by this reference herein together with the following:

(i) All rights, tenements, hereditaments, easements, and appurtenances, including, but not limited to, any rights, title and interest of State in and to all subject to the reservation set forth in 2.2;

(ii) All improvements, if any, and other items located upon or within said real property;

(iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to maintenance easements, rights to adjacent streets, roads, alleys and rights-of-way;

(iv) All permits, plans, licenses, surveys, consultant's reports (including appraisals) on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of State with respect to the property, and an assignment of all representations and warranties made therein to State.

2.2 Reservation. State reserves minerals, excluding surface minerals such as rock, sand, and gravel, in perpetuity for the portions of the State Property legally described in Exhibit C.

SECTION 3 CLOSING

3.1 Closing Date. "Closing," "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the exchange contemplated herein. The Date of Closing shall be as soon as practicable to facilitate an orderly closing but no later than June 30, 2009 unless otherwise agreed in writing by the parties.

3.2 Escrow. This transaction shall be closed in escrow at (name) (address), ("Escrow Company") which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. State and Exchanger shall each pay one-half of the Escrow Company's fee.

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION.

4.1 Possession. The parties shall be entitled to possession of the property on the Closing Date, and each party shall have a right of entry pursuant to Section 5 below.

4.2 Form of Deed. On the Closing Date, Exchanger shall convey title to the Exchange Property to State by Statutory Warranty Deed substantially in form as set forth in Exhibit _, and State shall convey the State Property to Exchanger by Quitclaim Deed substantially in form as set forth in Exhibit C.

4.3 Title Insurance. This Agreement is conditioned upon each party accepting title as set forth below.

(a) State has obtained a preliminary commitment for an ALTA Owner's Standard Coverage Policy of title insurance (hereafter "Preliminary Commitment"). Exchanger agrees to pay the cost of title insurance for the Exchange Property and warrants that Exchanger's Title to the Exchange Property to be good, marketable and insurable subject only to such exceptions set forth below or subsequently approved by State.

_____
_____
_____
_____
_____
_____

(b) State shall not furnish insurance insuring title to the State Property. Exchanger shall be responsible for procuring title insurance for the State Property at Exchanger's sole expense. Exchanger's sole remedy for title defects shall be termination of this Agreement as set forth below. To exercise the termination rights set forth in subsection (d) Exchanger must obtain a Preliminary Commitment of title insurance within fifteen (15) days after the date of this Agreement.

(c) Within seven (7) days of its receipt of the Preliminary Commitment, or the Date of this Agreement whichever is later, each party must notify the other in writing of any exceptions thereto which are wholly or conditionally acceptable (hereafter "Title Notice"). Following giving of Title Notice, if additional encumbrances affecting either property arise, the party acquiring the affected property shall have twenty (20) days from receipt thereof to review and approve these additional items. Failure to so approve in writing any exception to title shown in the Preliminary Commitment or arising thereafter shall be deemed to be a disapproval of such exception.

(d) State (without obligation) and Exchanger (by the exercise of its reasonable efforts and with due diligence) shall, prior to or at the Closing Date, at its sole cost and expense, undertake to remove, eliminate or modify any exceptions not acceptable to the other party; provided that in the event Exchanger or State is unable to cure such objections,

Exchanger or State shall so advise the other party in writing within five (5) days following the expiration of the review period described in Section 4.3(c) above and thereafter the affected party shall have ten (10) days within which to make an election to accept such encumbrance or terminate and cancel this Agreement. This election shall be made in writing to the other party within said ten (10) day period. A failure to give such written election within said ten (10) day period shall be deemed an election by said party to reject the status of the title and to terminate this Agreement. Upon such termination, the rights and obligations of the parties shall terminate and any monies deposited by a party pursuant to this Agreement shall be returned to the party depositing the same.

(e) On the Closing Date, Exchanger shall cause the Title Company to insure title to the Exchange Property in the name of State in the amount of State's appraised value of Exchange Property, subject only to the exceptions contained in the ALTA Owner's Policy Form, and the exceptions set forth in the Preliminary Commitment which are accepted by State.

SECTION 5 RIGHTS AFTER ACCEPTANCE

5.1 Inspection. After the Date of this Agreement, each party shall permit the other and/or its designated agents to enter upon the property at all reasonable times for the purpose of conducting environmental assessments and investigating the property and the physical condition thereof, including, without limitation, soil, water, and air conditions, and the condition of improvements, if any, upon the property. Inspections by either party shall not be construed as estopping actions upon any warranty made herein.

5.2 Studies.

(a) New Studies. Each party shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "New Studies") with respect to the property to be received. Each party shall be solely responsible for costs of all the New Studies obtained by that party.

(b) Termination Rights. If a party determines, at its sole discretion, that the New Studies indicate the property to be received is not suitable for the intended use by that party or the property presents risk of liability unacceptable to that party, that party may terminate this Agreement without further obligation. Neither party makes any warranty as to the accuracy of the New Studies.

5.3 Subsequent Acts. Between the Date of this Agreement and the Closing Date, each party shall maintain their property and keep it in condition at least as good as on the Date of this Agreement. Neither party shall remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the their property after the Date of this Agreement without prior, written approval by the other.

SECTION 6 CONTINGENCIES

6.1 State Approval. This Agreement is contingent on approval by the Board of Natural Resources acting in the best interests of the trusts. If, on or before the ninetieth (90th) day after the Date of this Agreement, State has not delivered to Exchanger a written notice of the Board of Natural Resources' approval (Approval Notice) to consummate the acquisition of the Exchange Property, then State or Exchanger may terminate this Agreement by giving written notice of termination (Termination Notice) to the other party. The right of termination shall not be effective if Exchanger receives the Approval Notice prior to Exchanger sending the Termination Notice.

6.2 Mutual Conditions. The obligations of both Exchanger and State under this Agreement are further subject to and contingent upon the following:

(a) The truth and accuracy as of the Closing Date of all representations and warranties set forth in this Agreement or in any instrument or document delivered hereunder.

(b) The delivery on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.

(c) The performance on or prior to Closing of all acts required under this Agreement.

(d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Exchange or State Property.

(e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Exchange or State Property or the use, occupancy or condition thereof.

(f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Exchange or State Property by a proceeding in eminent domain.

(g) Conveyance of acceptable title as provided in Section 4.

(h) Approval of the Existing and/or New Studies pursuant to subsection 5.2.

6.3 Waiver. If any condition specified in Section 6.2 is not met at Closing, a party may waive such condition in writing or it may terminate this Agreement without any further liability.

6.4 Refund. Upon termination under subsection 6.1 or 6.2, any monies deposited pursuant to this Agreement shall be promptly returned.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Exchanger makes the following representations and warranties to State. Each of these representations and warranties is material and is relied upon by State. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

7.1 Title. Title to the Exchange Property is vested in Exchanger.

7.2 No Liabilities. There exists upon the Exchange Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records which affects the Exchange Property.

7.3 Correctness. The accuracy and truthfulness of all information furnished by Exchanger to State with respect to the Exchange Property excluding Existing Studies.

7.4 Litigation. There is no pending or threatened litigation affecting the Exchange Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither Exchanger nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

7.5 Condition of Exchange Property. To the best of Exchanger's knowledge, Exchanger represents and warrants the following: there are no apparent or latent defects in the Exchange Property; the Exchange Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil or sites known hazardous materials releases other than those indicated and described by exhibit attached hereto, which is a full representation of such conditions; and the Exchange Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Exchange Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Exchanger has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Exchange Property, would materially increase the cost of operating the Exchange Property or would be inconsistent with the terms of this Agreement.

7.6 Authorization. Exchanger has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Exchanger will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

SECTION 8 INDEMNITY AND HOLD HARMLESS

Exchanger agrees to indemnify, defend with counsel acceptable to State, and hold harmless the State, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Exchanger of any of its representations, warranties, or covenants contained in this Agreement and (b) all Liabilities arising under, resulting from or arising out of any activities of Exchanger, its agents, employees, contractors, subcontractors, permittees, or licensees at the Exchange Property prior to or at Closing.

SECTION 9 DESTRUCTION OR CONDEMNATION

Each party shall bear the risk of loss associated with its property prior to Closing. If, on or before the Closing Date, either property is materially damaged, or condemnation proceedings are commenced with respect to a property, the party receiving that property shall have the right, at its sole election, by giving notice to the other, either to terminate this Agreement or to exchange the property in accordance with this Agreement. If a party elects to terminate this Agreement, all rights and obligations of the parties shall terminate. If a party elects to exchange the property in accordance with this Agreement, the party receiving the damaged or condemned property shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation. Each party shall immediately give notice to the other upon the occurrence of any damage to their property or the initiation of any condemnation proceedings affecting their property. The term "material damage" as used in this section shall mean any damage or destruction which exceeds 5 % of the value of the Property.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or on the Closing Date, Exchanger and State shall deposit the following documents and funds in escrow, to be closed in accordance with the instructions of State and Exchanger consistent with this Agreement:

10.1 Exchanger Obligations. Exchanger shall deposit the following:

(a) Duly executed and acknowledged Statutory Warranty Deed conveying the Exchange Property to State and a Real Estate Excise Tax Affidavit;

(b) Funds necessary to pay Exchanger's costs as specified herein;

(c) If Exchanger is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing; and

(d) Such other funds or documents, including without limitation, closing instructions as required of Exchanger to close the exchange in accordance with this Agreement.

10.2 State Obligations. State shall deposit the following:

(a) Duly executed and acknowledged Quit Claim Deed conveying the State Property to Exchanger and a Real Estate Excise Tax Affidavit;

(b) Funds necessary to pay State's cost as specified herein; and

(c) Such other funds and documents, including without limitation, closing instructions as are required of State to close the exchange in accordance with this Agreement.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the properties shall be prorated between Exchanger and State as of the Closing Date, and to the extent information then available, such proration shall be made as of the Date of Closing. Such proration shall be adjusted and completed after the Closing Date as and when complete information becomes available, and State and Exchanger agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance prorations shall be made. Each party shall pay any assessments charged against their property in full prior to or at Closing unless otherwise agreed in writing. Exchanger shall pay all real estate taxes and personal property taxes related to the Exchange Property, if any, through the Date of Closing. In the event Exchanger has prepaid any real estate taxes, Exchanger may seek a refund from the appropriate county official; State shall have no obligation to refund or pay any such amount to the Exchanger. Exchanger shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction. Each party will pay their own recording fees.

10.4 Compensating Tax. Exchanger shall pay any and all compensating tax, as defined under chapters 84.33 RCW or 84.34 RCW, that may come due as a result of this transaction.

SECTION 11 CONTINUING FORESTLAND OBLIGATIONS

Exchanger and State acknowledge that the State Property and the Exchange Property are subject to certain continuing forestland obligations applicable to the properties under the forest practices rules adopted pursuant to RCW 76.09.070, including but not limited to the continuing obligations, if any, listed on the notice which is attached hereto as Exhibit H (the "Continuing Obligations"). At or before Closing, Exchanger and State each agree to sign and deliver to the other originals of the notice attached hereto as Exhibit H or such other notice that indicates the Exchanger's and State's knowledge of the Continuing Obligations as may be required by the Washington Department of Natural Resources ("DNR") at the time of Closing. At Closing, Exchanger and State shall each send the executed notice(s) to the appropriate DNR region office of jurisdiction, in accordance with the requirements of RCW 76.09.390. As of Closing, Exchanger and State each assume and agree to perform the Continuing Obligations at their sole cost and expense in a timely fashion.

SECTION 12 SURVIVAL

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at closing) contained herein are intended to survive closing and shall be deemed not to have merged into the deeds.

SECTION 13 REAL ESTATE COMMISSION

Exchanger shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Exchanger.

SECTION 14 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or receipt after deposit in the United States first class mail addressed as follows:

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

To State:

Brad Pruitt
Transactions Manager
South Puget Sound Region
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

With Copy to:
Cindy Neff
Property and Acquisition Specialist
Asset Management and Recreation Division
Department of Natural Resources
1111 Washington St SE
PO Box 47003
Olympia, WA 98504-7003

The foregoing addresses may be changed by written notice.

SECTION 15 MISCELLANEOUS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

15.2 Binding Nature. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

15.3 Washington 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.

15.4 Time of the Essence. Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

15.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

15.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

15.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

15.8 Date of Agreement. The Date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

15.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction, and neither party shall sell nor dispose of any of the property nor cause or suffer the creation of any matter of record, or defect in the title to the property for the purpose of avoiding its obligation to close.

15.10 Default. In the event that either party defaults in the performance of any of that party's obligations under this Agreement, the non-defaulting party shall have all remedies available in law or equity, but neither party shall be liable for consequential damages.

15.11 Assignability. This Agreement shall not be assigned without the prior written consent of the other party.

15.12 Advice of Counsel. Exchanger acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.

15.13 Recording. Either party may file a memorandum of the Agreement with the county auditor.

15.14 Exhibits. The following exhibits are attached and shall be incorporated into this Agreement by reference.

Exhibit A	Legal Description for Exchange Property
Exhibit B	Legal Description for State Property
Exhibit C	Statutory Warranty Deed
Exhibit D	Quit Claim Deed
Exhibit E	Continuing Forest Obligation

15.15 Access.

(a) Easements. At Closing, State and Exchanger shall each convey easements, on terms substantially in form as set forth in Exhibit __, across the State Property and Exchange Property respectively as needed to provide access to lands or interest therein reserved or received by State and Exchanger respectively. Such easement(s) shall be added to the list of acceptable title exceptions at Closing. The legal description(s) [are set forth in Exhibit __-1 and __-3.; will be provided prior to or at Closing.]

(b) Assigned Easements. At Closing, State and Exchanger shall each assign to the other or grant non-exclusive rights in easements from third parties which may be assigned or transferred without violating the easement to provide access to the property transferred. All easements or rights to be assigned or transferred [are identified in Exhibit _.; will be identified at Closing.

(c) Future Access. After Closing, if other rights are needed to provide access to the lands exchanged hereunder, State and Exchanger will cooperate by granting such easements, temporary permits, or licenses as needed with reasonable compensation to be agreed upon by the parties. This subsection 14.15 (c) is intended as a memorandum of understanding only and is not intended as a term of this Agreement. Failure of either party to honor this understanding will not be considered a breach of this Agreement nor grounds to invalidate this Agreement.

15.16 Submission. This Agreement must be executed by Exchanger, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on _____ , 20__, to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of State.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth opposite their respective names.

EXCHANGER:

Date: _____, 20__.

_____

By:_____

Title:_____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__.

_____
Peter Goldmark
Commissioner of Public Lands

Standard Exchange Agreement
Approved as to Form on 7/31/2006
by Roger Braden
Assistant Attorney General
State of Washington

OR

Exchange Agreement
Approved as to Form this ____ day of
_____, 20__.

_____
Assistant Attorney General
State of Washington

Draft Draft Draft Draft Draft Draft

[INDIVIDUAL NOTARY]

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF

On this day personally appeared before me _____, to me known to be the individual_ described in and who executed the within and foregoing instrument and acknowledged that **he/she/they** signed the same as **his/her/their** free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of_____, 20__.

_____
Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

[CORPORATION NOTARY]

ACKNOWLEDGMENT

STATE OF)
)ss
COUNTY OF)

On this _____ day of _____, 20 __, personally appeared before me _____to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she/was** **they were** authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of
_____, residing at _____.

My appointment expires _____.

[COMMISSIONER NOTARY]

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Thurston)

On this _____ day of _____, 20___, personally appeared before me PETER GOLDMARK, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT A

Kitsap County Property to be conveyed to State

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

Draft Draft Draft Draft Draft Draft

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

State Property to be conveyed to Kitsap County

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT C
Statutory Warranty Deed

AFTER RECORDING RETURN TO:
Department of Natural Resources
Asset Management & Protection Division
Asset Planning and Transactions Section
PO Box 47014
Olympia, WA 98504-7014

STATUTORY WARRANTY DEED
Kitsap County

Grantor: KITSAP COUNTY PARKS AND RECREATION

Grantee: STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES

Legal Description: (Abbreviated legal description)

Tax Parcel Number: (#)

THE GRANTOR, KITSAP COUNTY PARKS AND RECREATION, for and in consideration of the conveyance by the State of Washington of real property of equal value, hereby conveys and warrants to the STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, GRANTEE, the real property situated in Kitsap County, State of Washington.

Dated this _____ day of _____, 20___.

By _____

Title _____

DNR Exchange No. 86-

Exhibits

Acknowledgement

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT D
Quitclaim Deed

AFTER RECORDING RETURN TO:
Department of Natural Resources
Asset Management & Protection Division
Asset Planning and Transactions Section
PO Box 47014
Olympia, WA 98504-7014

QUITCLAIM DEED
Kitsap County

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: Kitsap County Parks and Recreation

Abbreviated
Legal Desc: (abbreviated legal description)

Tax Parcel #: (#)

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the conveyance by Kitsap County Parks and Recreation, of real property of equal value as authorized and approved by Resolution No. (#) adopted by the Board of Natural Resources, State of Washington, on (date), 20(#), hereby conveys and quitclaims to KITSAP COUNTY PARKSA ND RECREATION, GRANTEE, all interest in the real property situated in Kitsap County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof.

The lands described in Exhibit A are subject to that certain statutory reserved right as set forth in RCW 79.36.370.

This Deed is executed and delivered pursuant to RCW 79.17.060 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this _____ day of _____, 20___.

_____
GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day of _____, 20____.

_____
Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 86-(#)

Exhibits

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT E
Continuing Forest Obligation

When Recorded Return to:

DNR – South Puget Region
950 Farman Avenue N
Enumclaw, WA 98022
Ph (360) 825-1631
Fx (360) 825-1672

Washington State Department of Natural Resources
Notice of Continuing Forest Land Obligation

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when the land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur:** 1) the seller shall notify the buyer of the existence and nature of the obligations and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Region Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

_____ Obligation exists on the property identified below and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary).

_____ No Reforestation obligation exists on the property.

Draft Draft Draft Draft Draft Draft

Road Maintenance and Abandonment Plan (WAC 222-24-051)

_____ Obligation exists on property identified below and relates to the following FPA/N numbers and/or Road Maintenance and Abandonment Plan Numbers (list all that apply, add attachment if necessary).

_____ Road Maintenance and Abandonment Plan is required, but not yet filed.

_____ No Road Maintenance and Abandonment Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (WAC 222-30-022 (2)(b))

_____ Obligation exists on the property identified below and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary).

_____ No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County/ies: _____

DNR Region/s: _____

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary): _____

_____

_____

_____

SELLER:		**BUYER:**	
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Print name:	_____	Print name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
Phone:	_____	Phone:	_____

NOTE TO SELLER:
At the time of sale or transfer of the property or the perpetual timber rights:
The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.

_____

Draft Draft Draft Draft Draft Draft

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____

Region: _____ **Received by:** _____

FORM DNR QQ-42 (July 18, 2002)

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 8:08 PM
To: Kevin M. Howell
Cc: Elizabeth Ratliff; Nancy Buonanno-Grennan; Chip Faver; Carolyn Siems; Tracey L. Hamilton-Oril
Subject: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

Kevin,

[redacted].

[redacted] .

[redacted].

[redacted]!

-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

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 8:16 PM
To: Marcus Carter
Cc: Chip Faver
Subject: RE: Newberry Hill Land Exchange

Marcus,

It has been very challenging week again due to County resources and scheduling issues. Let me reiterate, however, that Parks, represented by Chip Faver, is certainly able to meet and talk. He too is anxious for an appointment, ideally with all County entities represented.

Myself, I am out of town now through Tuesday so will have to defer to Chip if indeed you or others call for a meeting. I regret not being able to facilitate such at this point.

I will share with you, however, two important considerations.

1. The long-term lease option will require that we do our due diligence to have the property assessed for environmental hazards given our ownership - this would have to be complete before the Land Exchange Agreement is finalized at the County level, in a public meeting (likely 5/11/09).

2. The sale of the property (through a potential deed of trust = payments over time) requires a public hearing. A hearing presents some unknowns - given testimony and deliberations - but is also challenging to accomplish in the timeline at hand, all leading to the DNR's board meeting at the beginning of June.

I appreciate your patience and cooperation over these issues. I believe we can still arrive at the best option for everyone by communicating and sharing the mission. I'll look forward to catching up with you, Chip, and team upon my return.

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

>>> "Marcus Carter" < marcus@gunschool.com > 3/27/2009 6:00 AM >>>
Matthew,
I had already contacted those from our club who were going to attend and informed them that the meeting had been cancelled. We will await your indication that you've arranged the meeting with all those necessary to finalize, or at least get close to an agreement.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA
For Sport and National Defense

http://www.GunSafety.org
Range Phone - 360.373.1007

-----Original Message-----
From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]
Sent: Thursday, March 26, 2009 12:13 PM
To: Marcus Carter
Cc: Chip Faver
Subject: RE: Newberry Hill Land Exchange

Marcus,

Thanks for this message and for the conversation this morning. After talking with Chip Faver this morning, I wanted to reiterate this Department's commitment to working with the KRRC, to include exploring the long-term lease and the potential sale option for the lease holding. We regret the tight timeline, especially for your KRRC membership's expressed interest. We only postponed meeting tomorrow morning as have not had sufficient interdepartment time, since the Board meeting on Monday, 3/23.
You had asked for involvement of key players before meeting with us which requires coordination with the Board of County Commissioners, County attorneys, and the Risk Manager. I will work to get more time with them as soon as possible - pending their availability - and reschedule a meeting with you next week so to explore the options. We are anxious to share ideas towards resolution in meeting with you next week that would potentially be followed by a formal negotiation session quickly.

If your committee is anxious to meet with Chip, he asked that I work you into his schedule wherever possible - he can still meet tomorrow morning if you are so inclined.

Sincerely,
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

>>> "Marcus Carter" < marcus@gunschool.com > 3/24/2009 2:39 PM >>>
Thank you Matthew,
Needless to say, the sooner, the better. I am asking our negotiation committee to pencil in Friday morning. We have friends in Olympia that are setting up a meeting with Commissioner of Public Lands Peter Goldmark and we are hopeful to present a very favorable endorsement for the transfer, as well as getting all our local support enthusiastically on board.
If you have any questions, or if there is anything we can do, please do not hesitate to contact us.
Looking forward to hearing from you soon.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA

For Sport and National Defense
http://www.GunSafety.org
Range Phone - 360.373.1007

-----Original Message-----
From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]
Sent: Tuesday, March 24, 2009 1:25 PM
To: Marcus Carter
Subject: RE: Newberry Hill Land Exchange

Marcus,

Thanks for checking with your committee and being so available this week. Friday morning may work on this end - it is a good goal anyway and I would suggest a 9AM start, at the Admin. building in Port Orchard. Chip and I appear available but I would like to extend the invite to Josh and possibly our attorney. We will be working on the various lease and purchase options right up to the meeting but I can't promise full resolution by Friday. If we are able to summarize idea ahead of time - or think it best to delay meeting for more time - I will be sure to contact you.

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

>>> "Marcus Carter" < marcus@gunschool.com > 3/23/2009 11:01 PM >>>
Matt,
Brad Smith contacted me and informed me that you wanted to set up a meeting with KRRC and County concerning the KRRC proposal for sale of the property directly to KRRC.

I have spoken to our team members and have a window of availability that runs virtually anytime from Tuesday afternoon through Friday morning.

We are looking forward to working together for the best solution for all involved and helping KC Parks in the acquisition of the property at issue and the advancement of recreation in the area.

Please feel free to contact me at your earliest convenience to finalize a meeting time. I will be working at home most of this week.

Best regards,
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA
For Sport and National Defense
http://www.GunSafety.org

Range Phone - 360.373.1007
Home - [redacted]
Cell - [redacted]

Don Burger

From: Mark Abernathy [Mabernat@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 11:04 AM
To: Kevin M. Howell; Matt Keough
Cc: Nancy Buonanno-Grennan; Chip Faver; Tracey L. Hamilton-Oril; Shawn Gabriel
Subject: Re: Kitsap/DNR Exchange

[redacted].

Mark

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
FAX: (360) 337-4505

Confidentiality:
This message and any attachments are for the addressee only and may contain privileged or confidential information. If you have received this in error, please notify me immediately and permanently delete the message and any prints or other copies.

>>> Kevin Howell 4/1/2009 9:26 AM >>>
Matt,

[redacted]

Kevin

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 11:14 AM
To: Mark Abernathy; Chip Faver
Subject: RE: Kitsap/DNR Exchange

Mark,
Kevin and I did meet on tues at 1:30 as planned. I am sorry we missed you but it was very brief as Kevin was overly occupied.
Have processed your input with everyone including KRRC... Will be interesting as they weigh in on sale with a hrging or lease with esa.

Im away until tue... Deferring to the team if action is needed.

-----Original Message-----
From: Mark Abernathy <mabernat@co.kitsap.wa.us>
Sent: Thursday, April 02, 2009 11:03 AM
To: Kevin Howell <KMHowell@co.kitsap.wa.us>; Matt Keough <MKeough@co.kitsap.wa.us>
Cc: Tracey Hamilton-Oril <THamilto@co.kitsap.wa.us>; Chip Faver <CFaver@co.kitsap.wa.us>; Nancy Grennan <NBGrenn@co.kitsap.wa.us>; Shawn Gabriel <SGabriel@co.kitsap.wa.us>
Subject: Re: Kitsap/DNR Exchange

Did we meet on this? I never understood whether the meeting was happening or not. Risk Management stands by the recommendation that we should either do an environmental assessment of the gun club property or we should stay out of the chain of title for this site. Given the site's history, there is the potential for millions of dollars of cleanup liability to the county based on the current plan.

Mark

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
FAX: (360) 337-4505

Confidentiality:
This message and any attachments are for the addressee only and may contain privileged or confidential information. If you have received this in error, please notify me immediately and permanently delete the message and any prints or other copies.

>>> Kevin Howell 4/1/2009 9:26 AM >>>
Matt,

I hope you will call on Mark Abernathy regarding the hazardous materials concerns of the KRRC shooting range. I'm no expert but I looked briefly at Chapter 70.105 RCW regulating hazardous wastes. It may be that the state DOE has rules or standards in place for best practices or equivalent for the proper operation of shooting ranges. You may want to study up on these matters as the county may end up taking title to the range after all.

Kevin

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County Civil Division

614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Nancy Buonanno-Grennan [NBGrenn@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 11:16 AM
To: Mark Abernathy
Subject: Fwd: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE
Attachments: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

Nancy Buonanno Grennan
Kitsap County Administrator
614 Division Street, MS-4
Port Orchard, WA 98366-4676
Phone: 360.337.7146
Fax: 360.337.4632
Fax: 360.337.4632

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Wednesday, April 01, 2009 8:08 PM
To: Kevin M. Howell
Cc: Elizabeth Ratliff; Nancy Buonanno-Grennan; Chip Faver; Carolyn Siems; Tracey L. Hamilton-Oril
Subject: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

Kevin,

[redacted].

[redacted] .

[redacted]

[redacted]

[redacted]

[redacted]!

-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

Don Burger

From: Nancy Buonanno-Grennan [NBGrenn@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 11:18 AM
To: Mark Abernathy; Kevin M. Howell; Matt Keough
Cc: Elizabeth Ratliff; Chip Faver; Carolyn Siems; Tracey L. Hamilton-Oril
Subject: Re: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

Could one of you take a lead in getting a meeting scheduled w/Mark, Kevin, Matt and anyone else that needs to be present to map out the timeline and the requirements?

>>> Matt Keough 04/01/09 8:08 PM >>>
Kevin,

[redacted]

[redacted]!
-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

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 11:18 AM
To: Nancy Buonanno-Grennan
Subject: Re: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE (Out of Office)

Thank you for contacting me and the Park Planning and Development Section at Kitsap County Parks and Recreation.

I am out of the office for the remainder of this week, returning to the office on Tuesday, April 7. For immediate assistance, please call our offices at 360 337-5350. I regret any inconvenience.

Don Burger

From: larry.evans@wsp.wa.gov
Sent: Thursday, April 02, 2009 1:04 PM
To: Donna Kelly
Subject: RE: New City Limits for Bremerton - Confirmation

Lt Ken Noland from our agency said that earlier today that he talked to a BPD officer who said effective yesterday the City of Bremerton had annexed an area south of Gorst and is now responsible for the following location on SR3: The Skeet Gun Club to the Lake Flora Road.

Could you please confirm the information?

Don Burger

From: Donna Kelly [DKelly@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 1:13 PM
To: larry.evans@wsp.wa.gov
Subject: RE: New City Limits for Bremerton - Confirmation

This is out of my scope of authority...I have forwarded this to my supervisor Hazel Bellinger to try and get you an answer.
HBelling@co.kitsap.wa.us.

Donna

>>> < Larry.Evans@wsp.wa.gov > 4/2/2009 1:04 PM >>>
Lt Ken Noland from our agency said that earlier today that he talked to a BPD officer who said effective yesterday the City of Bremerton had annexed an area south of Gorst and is now responsible for the following location on SR3: The Skeet Gun Club to the Lake Flora Road.

Could you please confirm the information?

Don Burger

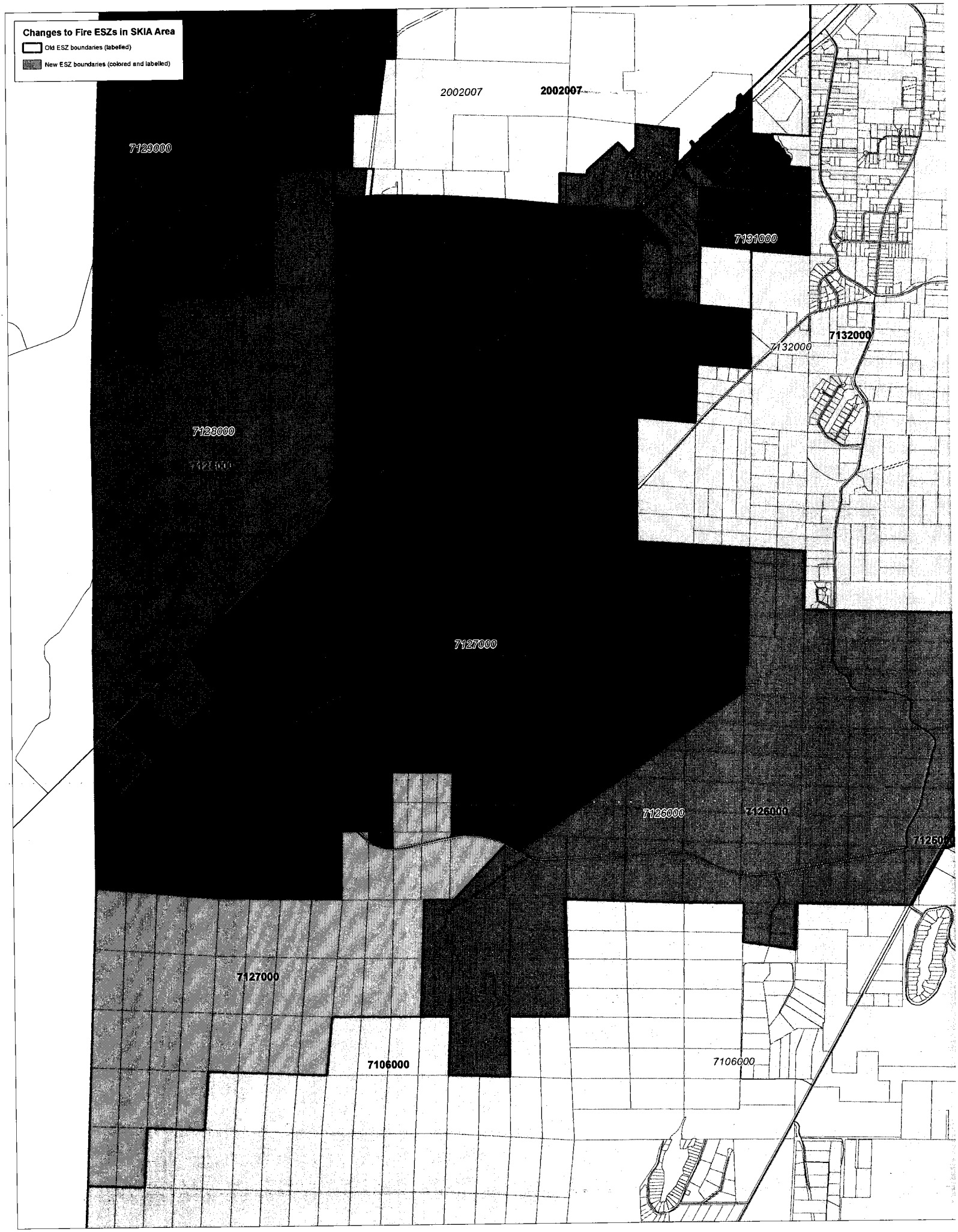
From: Phil Seratt [PSeratt@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 1:17 PM
To: Donna Kelly; Hazel Bellinger; larry.evans@wsp.wa.gov
Subject: RE: New City Limits for Bremerton - Confirmation
Attachments: ESZ_SKIA_Changes.pdf

Attached is a map in pdf file which shows the annex area listed at SKIA South and SKIA North.
Phil

Phil Seratt
Programmer Analyst, CSA
Kitsap County CENCOM
911 Carver Street, Bremerton, WA 98312
Desk: (360) 307-5852, Portable: (360) 731-8998, FAX: (360) 792-5982
Email: pseratt@co.kitsap.wa.us URL: www.kitsap911.org

>>> < Larry.Evans@wsp.wa.gov > 4/2/2009 13:04 >>>
Lt Ken Noland from our agency said that earlier today that he talked to a BPD officer who said effective yesterday the City of Bremerton had annexed an area south of Gorst and is now responsible for the following location on SR3: The Skeet Gun Club to the Lake Flora Road.

Could you please confirm the information?


Changes to Fire ESZs in SKIA Area
Old ESZ boundaries (labelled)
New ESZ boundaries (colored and labelled)
2002007
2002007
7129000
7131000
7132000
7132000
7128000
7127000
7126000
7126000
7127000
7106000
7106000

Don Burger

From: Hazel Bellinger [HBelling@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 1:24 PM
To: Phil Seratt
Subject: RE: New City Limits for Bremerton - Confirmation

Thank you Phil!

>>> Phil Seratt 4/2/2009 1:16 PM >>>
Attached is a map in pdf file which shows the annex area listed at SKIA South and SKIA North.
Phil

Phil Seratt
Programmer Analyst, CSA
Kitsap County CENCOM
911 Carver Street, Bremerton, WA 98312
Desk: (360) 307-5852, Portable: (360) 731-8998, FAX: (360) 792-5982
Email: pseratt@co.kitsap.wa.us URL: www.kitsap911.org

>>> < Larry.Evans@wsp.wa.gov > 4/2/2009 13:04 >>>
Lt Ken Noland from our agency said that earlier today that he talked to a BPD officer who said effective yesterday the City of Bremerton had annexed an area south of Gorst and is now responsible for the following location on SR3: The Skeet Gun Club to the Lake Flora Road.

Could you please confirm the information?

Don Burger

From: Jeff Rowe-Hornbaker [Jhornbak@co.kitsap.wa.us]
Sent: Thursday, April 02, 2009 2:48 PM
To: Matt Keough
Cc: Jessica Olsen
Subject: Re: DCD/Parks Urgent Coordination
Attachments: Jeffrey Rowe-Hornbaker.vcf

We would be happy to sublet space, given our current finances we feel a space such as you describe should be worth something like $2,600.00 a day utilities and peripherals included. But seriously, we would be happy to help out.

Jeff R-H

Jeffrey L. Rowe-Hornbaker, Deputy Director Building Official Kitsap County Department of Community Development Telephone (360) 337-4816 Fax (360) 337-4925

Jhornbak@co.kitsap.wa.us

>>> Matt Keough 4/1/2009 7:12:06 PM >>>
Jeff,

Regretfully, I have to raise two requests to you on email as I am going out of the office thru Tuesday, 4/7. I prefer to call and talk out any concerns but timing is off - or is that just plain normal around here?!

1. We have a volunteer GIS specialist working with Park staff on an Inventory Project. I suspect you have heard about this after we explained our project to Cindy Reed and then to Scott Diener. Scott may have forwarded my initial request to you about a month ago. Essentially, we are hoping that Christopher Leyh, volunteer, may be able to temporarily locate in DCD. He generally works 12 hours a week in the AM on Mon, Wed., Friday and is now based out of IS. Ideally, he would be able to work nearby Cindy as she needs our assistance in getting the Zoning Layer corrected for Parks. We have talked that this would be a win-win for us both, especially as Christopher is largely self-sufficient and able to contribute much of the work Cindy needs. We would benefit from Cindy's experience too. Perhaps conditions have changed, but this was hoped to be an easy fit and expedient too given the priority of the inventory work for us. If you can authorize it, please contact us by email which I will be able to check. Jessica Olsen, a part-time employee with Parks, and Christopher both are on group-wise can also introduce themselves and more detail for you. I will include Jessica here in case you are able to coordinate in my absence.

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Sorry to have to "type and run" but, I must!

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

Don Burger

From: mark fisher [fisher_mark@[redacted]]
Sent: Friday, April 03, 2009 7:45 AM
To: Brian Hauschel
Subject: Fw: newberry hill exchange

----- Original Message -----
From: HENNESSY, PAT (DNR)
To: fisher_mark@msn.com
Cc: PRUITT, BRAD (DNR)
Sent: Wednesday, April 01, 2009 4:14 PM
Subject: FW: newberry hill exchange

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Regarding your two (2) questions:

* To my knowledge, DNR has not tested the range for lead and contaminate build up.

* DNR will entertain, and encourage, any opportunity to enhance public safety.

Thank you for your comment. If you have additional lease management related questions, please do not hesitate to contact me.

Patrick Hennessy

DNR

(360) 596-5149

From: mark fisher [mailto:fisher_mark@[redacted]
Sent: Thursday, March 19, 2009 8:49 AM
To: DNR RE Exchanges
Subject: newberry hill exchange

WA. DNR
RE: Comment on Newberry Hill land exchange

Being aware of the land consolidation benefits of this exchange, I continue to feel it is a good move for both entities.

Lease modification desires brought up by the gun club:
No group deserves a lease where there is not a clause to terminate the agreement. Especially this type of activity where oversight is vital.
The area will continue to develop around the Newberry area. The club won't be there forever.
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Even if the exchange does not happen, should the club be shooting toward Klahowya school? People are in the woods walking, biking, and horse riding on a regular basis.
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Don Burger

From: mark fisher [fisher_mark@[redacted]]
Sent: Friday, April 03, 2009 7:59 AM
To: Matt Keough
Subject: Fw: newberry hill exchange

More.

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From: HENNESSY, PAT (DNR)
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Don Burger

From: Jessica Olsen [JOlsen@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 9:29 AM
To: Matt Keough
Subject: Re: DCD/Parks Urgent Coordination

Matt,
My goodness you've been busy! Well I believe you should be on your way up skiing, but I wanted to let you know that I've read these e-mails, (as well as Jeff's response and I'll work out side if he'll just add that revenue to my income ;) I haven't looked yet at Martha's Word document for the inventory, but I'm sure it's beautiful and I'll start working in it with no problems. I hope Wednesday went well, and I'll see you on Monday. I'm in the Port Orchard Office, so if you know of anyone that might need me in the Bremerton office I can head up there too. Other wise I'm happy to hear the Christopher's still here, and I'm eager to get work done with his expertise. Have a great short vacation and I'll talk to you soon.

Cheers

Jessica Olsen
[redacted]

>>> Matt Keough 4/1/2009 7:12 PM >>>
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Regretfully, I have to raise two requests to you on email as I am going out of the office thru Tuesday, 4/7. I prefer to call and talk out any concerns but timing is off - or is that just plain normal around here?!

1. We have a volunteer GIS specialist working with Park staff on an Inventory Project. I suspect you have heard about this after we explained our project to Cindy Reed and then to Scott Diener. Scott may have forwarded my initial request to you about a month ago. Essentially, we are hoping that Christopher Leyh, volunteer, may be able to temporarily locate in DCD. He generally works 12 hours a week in the AM on Mon, Wed., Friday and is now based out of IS. Ideally, he would be able to work nearby Cindy as she needs our assistance in getting the Zoning Layer corrected for Parks. We have talked that this would be a win-win for us both, especially as Christopher is largely self-sufficient and able to contribute much of the work Cindy needs. We would benefit from Cindy's experience too. Perhaps conditions have changed, but this was hoped to be an easy fit and expedient too given the priority of the inventory work for us. If you can authorize it, please contact us by email which I will be able to check. Jessica Olsen, a part-time employee with Parks, and Christopher both are on group-wise can also introduce themselves and more detail for you. I will include Jessica here in case you are able to coordinate in my absence.

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

Don Burger

From: Carolyn Siems [Csiems@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 9:56 AM
To: Josh W. Brown
Subject: Fwd: Kitsap/DNR Land Exchange RE: KRRC PRIVILEGED AND CONFIDENTIAL DO NOT RELEASE

>>> Matt Keough 4/1/2009 8:08 PM >>>
Kevin,

Many thanks for your time on this issue.

Before heading out of town for a long weekend - back on Tuesday - I intend to inform the KRRC of our ongoing efforts towards the shared goal of either providing them a long-term lease or purchase option .

The long-term lease option will require that we do our due diligence to have the property fully assessed, per Mark's instructions and potential contractor lead who is confident in our timeline - complete before the Land Exchange Agreement is finalized in a public meeting.

Knowing now that the sale of the property would require a public hearing, at a minimum, we will have to move quickly towards notice requirements so to allow public comment and deliberations. We will likely need assistance from Commissioner's office in getting this accomplished and fully scheduled, especially as the Exchange Agreement will need to follow rather quickly (5/11 is our goal).

Both options - requiring environmental review with likely findings OR having a public hearing on the potential sale - may derail the exchange, at least for the KRRC. They have until 4/13 to formally take a position on the DNR open record. There is some indication that the KRRC's support is critical for the exchange.

Will check email while on vacation. Thank you all for your assistance!
-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

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 10:15 AM
To: Mark Abernathy
Subject: FW: newberry hill exchange

fyi

-----Original Message-----
From: mark fisher <fisher_mark@[redacted]>
Sent: Friday, April 03, 2009 7:59 AM
To: Matt Keough <MKeough@co.kitsap.wa.us>
Subject: Fw: newberry hill exchange

More.

----- Original Message -----
From: HENNESSY, PAT (DNR)<mailto:pat.hennessy@dnr.wa.gov>
To: fisher_mark@[redacted]<mailto:fisher_mark@[redacted]>
Cc: PRUITT, BRAD (DNR)<mailto:BRADFORD.PRUITT@dnr.wa.gov>
Sent: Wednesday, April 01, 2009 4:14 PM
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Patrick Hennessy

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Don Burger

From: Mark Abernathy [Mabernat@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 10:22 AM
To: Kevin M. Howell
Subject: Fwd: FW: newberry hill exchange

See below (I highlighted for emphasis)-

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
FAX: (360) 337-4505

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>>> Matt Keough 4/3/2009 10:14 AM >>>
fyi

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From: mark fisher < fisher_mark@[redacted] >
Sent: Friday, April 03, 2009 7:59 AM
To: Matt Keough < MKeough@co.kitsap.wa.us >
Subject: Fw: newberry hill exchange

More.

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From: Mark Abernathy [Mabernat@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 10:24 AM
To: Matt Keough
Subject: Re: FW: newberry hill exchange

Who is Mr. Fisher?

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
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Sent: Friday, April 03, 2009 7:59 AM
To: Matt Keough < MKeough@co.kitsap.wa.us >
Subject: Fw: newberry hill exchange

More.

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From: HENNESSY, PAT (DNR)< mailto:pat.hennessy@dnr.wa.gov >
To: fisher_mark@[redacted] < mailto:fisher_mark@[redacted] >
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Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 10:38 AM
To: Mark Abernathy
Subject: Re: Fwd: FW: newberry hill exchange

[redacted]

>>> Mark Abernathy 4/3/2009 10:22 AM >>>
See below (I highlighted for emphasis)-

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To: Kevin M. Howell
Subject: Re: Fwd: FW: newberry hill exchange

[redacted]

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>>> Kevin Howell 4/3/2009 10:37 AM >>>
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Sent: Friday, April 03, 2009 10:43 AM
To: Matt Keough
Subject: Re: FW: newberry hill exchange

Matt-

We are co-defendants in a lawsuit involving DNR property east of Lake Tayuha. Can you send me a map of the exchange site--I need to make sure that the property is not included in the exchange.

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
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PHONE: (360) 337-4408
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Even if the exchange does not happen, should the club be shooting toward Klahowya school? People are in the woods walking, biking, and horse riding on a regular basis.

Accidents happen with misfire at any range. Simple realignments to their firing direction will direct all their activities away from the school and lands.

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 10:57 AM
To: Mark Abernathy
Subject: RE: FW: newberry hill exchange

Mark,

1. Mark Fisher is a recent now former Park Board member who was overly involved on the DnR land there. Now, he is a private citizen investigating.
2. Can not get you map today = back to office on tues. But I am confident it is NOT the land of concern.

-----Original Message-----
From: Mark Abernathy <mabernat@co.kitsap.wa.us>
Sent: Friday, April 03, 2009 10:43 AM
To: Matt Keough <MKeough@co.kitsap.wa.us>
Subject: Re: FW: newberry hill exchange

Matt-

We are co-defendants in a lawsuit involving DNR property east of Lake Tayuha. Can you send me a map of the exchange site--I need to make sure that the property is not included in the exchange.

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
FAX: (360) 337-4505

Confidentiality:
This message and any attachments are for the addressee only and may contain privileged or confidential information. If you have received this in error, please notify me immediately and permanently delete the message and any prints or other copies.

>>> Matt Keough 4/3/2009 10:14 AM >>>
fyi

-----Original Message-----
From: mark fisher < fisher_mark@[redacted] >
Sent: Friday, April 03, 2009 7:59 AM
To: Matt Keough < MKeough@co.kitsap.wa.us >
Subject: Fw: newberry hill exchange

More.

----- Original Message -----
From: HENNESSY, PAT (DNR)< mailto:pat.hennessy@dnr.wa.gov >
To: fisher_mark@[redacted] < mailto:fisher_mark@[redacted] >
Cc: PRUITT, BRAD (DNR)< mailto:BRADFORD.PRUITT@dnr.wa.gov >
Sent: Wednesday, April 01, 2009 4:14 PM
Subject: FW: newberry hill exchange

Mr. Fisher,

I am responsible for the day-to-day management of the Kitsap Rifle and Revolver Gun Club leasehold agreement. The DNR Exchange Section asked that I reply to your below comment because it is lease management related.

Thank you for your support of the exchange. We also feel that this exchange will provide a wide array of benefits.

Regarding your two (2) questions:

* To my knowledge, DNR has not tested the range for lead and contaminate build up.

* DNR will entertain, and encourage, any opportunity to enhance public safety.

Thank you for your comment. If you have additional lease management related questions, please do not hesitate to contact me.

Patrick Hennessy

DNR

(360) 596-5149

From: mark fisher [mailto:fisher_mark@[redacted]]
Sent: Thursday, March 19, 2009 8:49 AM
To: DNR RE Exchanges
Subject: newberry hill exchange

WA. DNR

RE: Comment on Newberry Hill land exchange

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Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 11:01 AM
To: Mark Abernathy
Subject: Re: Fwd: FW: newberry hill exchange

[redacted]

>>> Mark Abernathy 4/3/2009 10:41 AM >>>
[redacted]

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
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>>> Kevin Howell 4/3/2009 10:37 AM >>>
[redacted]

What now?

>>> Mark Abernathy 4/3/2009 10:22 AM >>>
[redacted]

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
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Don Burger

From: Mark Abernathy [Mabernat@co.kitsap.wa.us]
Sent: Friday, April 03, 2009 11:36 AM
To: Matt Keough
Subject: RE: FW: newberry hill exchange

Matt-

Thanks. I think you are right about the land, but I need to check. Next week is fine.

Mark Abernathy, PE, ARM
Kitsap County Risk Manager
614 Division St. MS-7
Port Orchard, WA 98366
PHONE: (360) 337-4408
FAX: (360) 337-4505

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Don Burger

From: DNR [BRADFORD.PRUITT@dnr.wa.gov]
Sent: Monday, April 06, 2009 10:49 AM
To: CINDY (DNR) NEFF
Cc: Matt Keough
Subject: FW: Land Exchange No. 86-81861

Cindy, along with the comments from the hearing we need to be sharing comments like this with Kitsap County. They are using our hearing and comment period to receive comments. Please send all comments and our responses to Matt electronically or in hard copy.

As discussed before I am only responding to comments submitted with questions. This correspondence below from Andrew Casella is a comment and has no question in it; I sent no response.

Brad

From: DEYMAN, KIRSTEN (DNR) **On Behalf Of** DNR RE Exchanges
Sent: Monday, April 06, 2009 9:42 AM
To: NEFF, CINDY (DNR); PRUITT, BRAD (DNR); ARMBRUSTER, JULIE (DNR)
Cc: DNR RE Exchanges
Subject: FW: Land Exchange No. 86-81861

Newberry Hill comment

Krissy (Kirsten) Deyman
Property and Acquisition Specialist II
Washington Department of Natural Resources
PO Box 47014
Olympia, WA 98504-7014
Phone: 360-902-1759
Email: kirsten.deyman@dnr.wa.gov

From: Andy & Joyce Casella [mailto:andrewcasella@[redacted]]
Sent: Saturday, April 04, 2009 7:47 PM
To: DNR RE Exchanges
Subject: Land Exchange No. 86-81861

As a Kitsap County resident and member of the Kitsap Rifle and Revolver Club. I belive the proposed land exchange will be a good move for all parties involved. The DNR has been a great landlord for the Range and I , for one would have no problem if things stayed as they are. But, I can see greater possibilities for the property the Range sits on if, IF as

proposed by the Range that the land exchange goes through and the County sells the property leased by the Range to the Club. The County gets it's Heritage Park, DNR gets its timber land, the Club and It's members and guests have a safe place to shoot. Everybody's happy.

We all have our own interest's at heart, and if all parties work together and give and share we should all walk away from this with all if not most of what we want.

Andrew Casella
Seabeck, WA.

Don Burger

From: DNR [CINDY.NEFF@dnr.wa.gov]
Sent: Monday, April 06, 2009 11:23 AM
To: Matt Keough
Subject: Casella comment. FW: Land Exchange No. 86-81861

Hi Matt – Here's the Casella comment without the "comment procedure" language.

I'll be forwarding more emails to you today.

From: DEYMAN, KIRSTEN (DNR) **On Behalf Of** DNR RE Exchanges
Sent: Monday, April 06, 2009 9:42 AM
To: NEFF, CINDY (DNR); PRUITT, BRAD (DNR); ARMBRUSTER, JULIE (DNR)
Cc: DNR RE Exchanges
Subject: FW: Land Exchange No. 86-81861

Newberry Hill comment

Krissy (Kirsten) Deyman
Property and Acquisition Specialist II
Washington Department of Natural Resources
PO Box 47014
Olympia, WA 98504-7014
Phone: 360-902-1759
Email: kirsten.deyman@dnr.wa.gov

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We all have our own interest's at heart, and if all parties work together and give and share we should all walk away from this with all if not most of what we want.

Andrew Casella
Seabeck, WA.

Don Burger

From: DNR [CINDY.NEFF@dnr.wa.gov]
Sent: Monday, April 06, 2009 4:05 PM
To: Matt Keough
Cc: BRAD (DNR) PRUITT
Subject: From David Fry. FW: Support for KRRC's Proposal

From: DEYMAN, KIRSTEN (DNR) **On Behalf Of** DNR RE Exchanges
Sent: Wednesday, March 25, 2009 1:42 PM
To: NEFF, CINDY (DNR); PRUITT, BRAD (DNR); ARMBRUSTER, JULIE (DNR)
Cc: DNR RE Exchanges
Subject: FW: Support for KRRC's Proposal

Another comment

Krissy (Kirsten) Deyman
Property and Acquisition Specialist II
Washington Department of Natural Resources
PO Box 47014
Olympia, WA 98504-7014
Phone: 360-902-1759
Email: kirsten.deyman@dnr.wa.gov

From: David Fry [mailto:david.fry.tv@[redacted]
Sent: Wednesday, March 25, 2009 9:34 AM
To: DNR RE Exchanges
Subject: Support for KRRC's Proposal

I support the KRRC's proposals including purchase involving the Newberry Hill transfer.

Don Burger

From: DNR [CINDY.NEFF@dnr.wa.gov]
Sent: Monday, April 06, 2009 4:14 PM
To: Matt Keough
Cc: BRAD (DNR) PRUITT
Subject: Wilhelm Spicker support comment. RE: Newberry Hill Land Exchange NO. 86-81861

From: NEFF, CINDY (DNR)
Sent: Monday, April 06, 2009 4:12 PM
To: 'wandsspicker@[redacted]
Subject: Thank you! RE: Newberry Hill Land Exchange NO. 86-81861

We have received your comments and will consider them along with other comments we receive. Thank you very much.

From: Spicker, Wilhelm [mailto:wilhelm.spicker@swfpac.navy.mil]
Sent: Tuesday, March 24, 2009 8:02 AM
To: DNR RE Exchanges
Cc: wandsspicker@[redacted]
Subject: Newberry Hill Land Exchange NO. 86-81861

Attn: Mr. Brad Pruitt

I would like to provide some written comment on the this proposed land exchange between Washington DNR and Kitsap County (Parks and Recreation).

As a Washington State resident I am all in favor of the best uses of land stewardship and more importantly my tax dollars and while the consolidation of the DNR lands may on the surface seem to fit this idea, I'm not sure its in the overall best interest of the public at large. My main concern in this proposed exchange is with the idea or issue that that the current lease held by the Kitsap Rifle and Revolver Club which is on a portion of this proposed exchange may not be honored by the recipients of this land, Kitsap County. This shooting range provides a very valuable service for the citizens of Kitsap County as well as other shooters who travel from outside the county to use and participate in matches. Training and other viable uses of this leased land. I understand that the "lease" from DNR, with its remaining nine years will transfer to Kitsap County as part of the land exchange, but I am not sure and have little confidence that the Kitsap County Parks Department, the ultimate possessor of this land will in fact honor a lease that will simply be passed to them as part of this exchange. I am a member of KRRC and have been for over 20 years and use this range on an almost weekly basis and its loss will be tragic and cause economic impacts as well if I reduce the amount of shooting I do there as I won't buy as much shooting related products throughout the local areas.

I also find it hard to understand why another user group, a bicycle club, has been allowed to use portions of this currently owned DNR land and also appear to encroach on portions of the land leased to KRRC without having to either submit to a similar type land use lease (loss of money in lease fees to DNR) or be required to follow current state and county permitting requirements for improvements that they have been making in the form of bike trails, tree clearing, and bridge building on this land. While I do not know all the details of what's been occurring with this bike clubs use of the land, it certainly doesn't sound right, and so probably isn't right then either.

I find that one way of gaining my support for this land transfer, which again I think makes good sense from an economic standpoint as presented at the public meeting which I attended on Mar. 18, 2009 at the Kitsap County Courthouse Administration building, would be for Washington State DNR, Kitsap County (Parks and Recreation Department) and KRRC club officers to sign a new long term lease (at least 10 years, but as much as in 20 or even 50 years) with Kitsap County PRIOR to this land exchange being completed and having an opt out clause in this lease ONLY should the land exchange not be approved by the DNR board in which case the present DNR lease would remain in effect.

My last comment would be that I found your public meeting on this proposed land exchange very well done and informative.

Sincerely,

Wilhelm H. Spicker
[redacted]

Don Burger

From: DNR [CINDY.NEFF@dnr.wa.gov]
Sent: Monday, April 06, 2009 5:06 PM
To: Matt Keough
Cc: BRAD (DNR) PRUITT
Subject: Mark Fisher comment. RE: newberry hill exchange

Hi Matt,
I will be forwarding responses from Brad and Pat Hennessey under separate emails.

From: mark fisher [mailto:fisher_mark@[redacted]]
Sent: Thursday, March 19, 2009 8:49 AM
To: DNR RE Exchanges
Subject: newberry hill exchange

WA. DNR
RE: Comment on Newberry Hill land exchange

Being aware of the land consolidation benefits of this exchange, I continue to feel it is a good move for both entities.

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Don Burger

From: DNR [CINDY.NEFF@dnr.wa.gov]
Sent: Monday, April 06, 2009 5:14 PM
To: Matt Keough
Cc: BRAD (DNR) PRUITT
Subject: FW: Brad responds to Mark Fisher
Attachments: rifle_club_ortho_0109.pdf

From: PRUITT, BRAD (DNR)
Sent: Tuesday, March 31, 2009 2:11 PM
To: 'mark fisher'
Cc: 'Matt Keough'; HENNESSY, PAT (DNR); SIMS, JESSE (DNR); WINSLOW, ROBERT (DNR); NEFF, CINDY (DNR); DENIS, DAVID (DNR)
Subject: RE: Kitsap

Mark,

Thank you for your interest in the Newberry Hill Land Exchange. I noticed you had also forwarded an e-mail to Pat Hennessy, as well as me, with the same questions. For expediency I will respond to both e-mails on behalf of the Department of Natural Resources.

As requested, I have attached a copy of the pdf picture showing the approximate boundary lines of the Kitsap Rifle and Revolver Lease. Please keep in mind this picture is a rough approximation of the lease boundary, and is not intended to show the exact location of lease area. Parties to the proposed land exchange have conducted site visits of the lease area and are aware the land occupied by the lease has been the site of a long standing gun club and range for fire arms use. Thanks for bringing the signs to my attention, I believe that at least one sign posted by the gun club is likely outside of the lease area. The signs caution the public about the nearby gun club activity.

If you have any questions regarding the land exchange please call me at (360) 584-5037, or the lease please call Pat Hennessy at (360)596-5149.

Brad Pruitt, Project Manager
South Puget Sound Region

From: mark fisher [mailto:fisher_mark@[redacted]]
Sent: Monday, March 30, 2009 8:50 AM
To: PRUITT, BRAD (DNR)
Subject: Kitsap

Brad,
Some questions on the Newberry land exchange.

-Has the DNR ever inspected or tested the impact area of the gun club. It is believed that there has never been any remediation of that specific area for the life of the club. If true, the contamination will be great.

-The gun club has their signs up on trees in an area that is believed to be out of their lease zone. Mike Davies, a DNR forester in this area advised me he thought this to be true. I have seen a lease boundary

overlay, on Google earth, from Pat Hennesey in leasing, that shows the lease boundary layout. Signs are out of this area.

Thanks for your assistance.

Kitsap Rifle Club

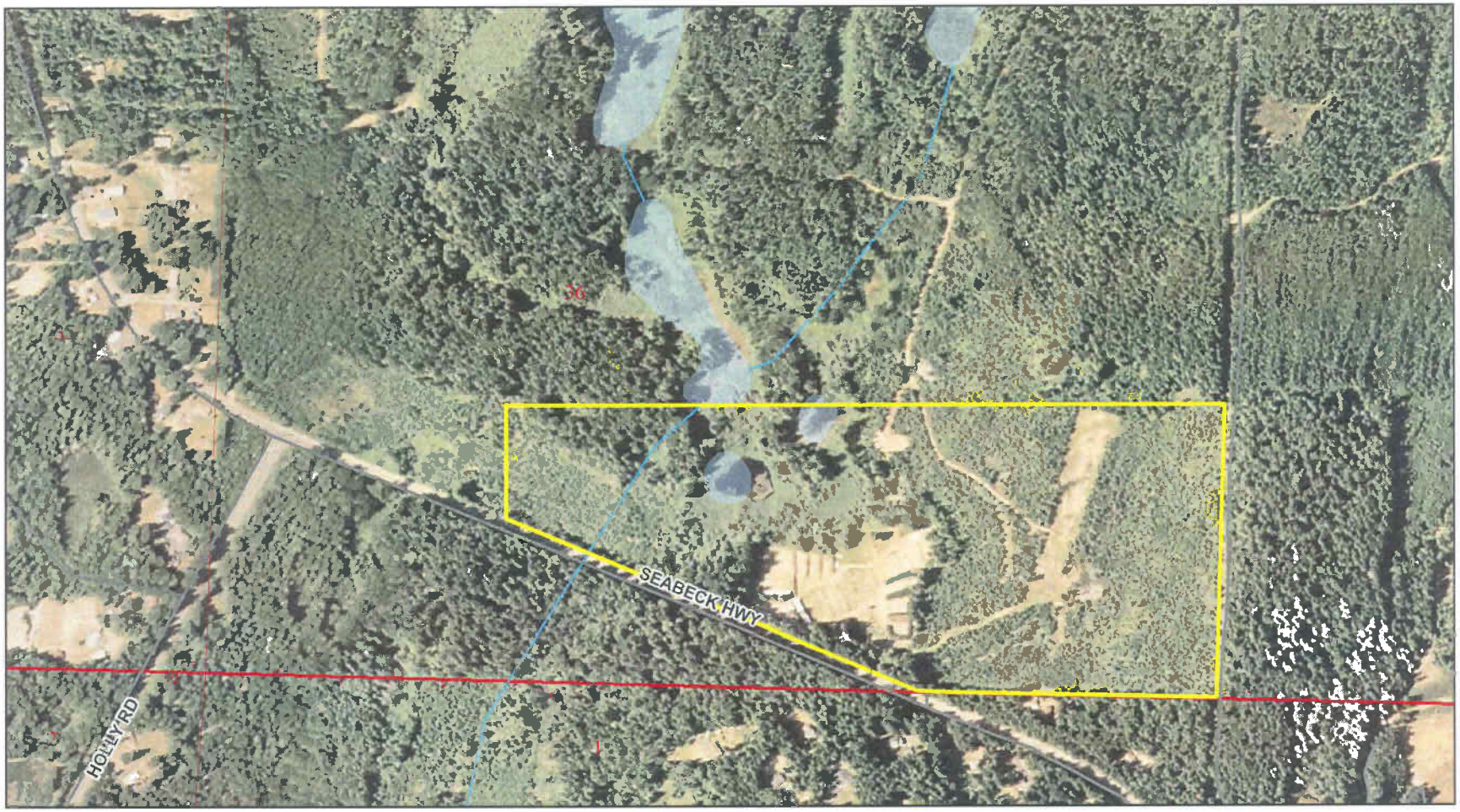
T25N R01W section 36
aerial photography flown in 2006

N

0 125 250 500 750 1,000
Feet

Legend

- Rifle Club Lease Boundaries - not surveyed
- Public Land Survey Sections
- Fish Streams & Shorelines
- Flats, Shoals, etc.
- Open Freshwater
- Ponds, Impoundments, etc.
- Glacier / Snowfield
- Marsh / Bog / Wetland
- Open Saltwater



Date: 1-22-2009 CT

Don Burger

From: Don Burger [DBurger@co.kitsap.wa.us]
Sent: Wednesday, April 08, 2009 2:35 PM
To: Neil R. Wachter; Philip A. Bacus
Cc: R'Lene Orr; Kevin M. Howell
Subject: Borges PDR
Attachments: Borges, Richard PDR 04-02-09(2).PDF

[redacted]

[redacted]

Cheers - Don

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

Kitsap County
614 Division Street
Port Orchard, Washington 98366

REQUEST FOR DISCLOSURE OF PUBLIC RECORDS

Instructions:
1. **Complete Section A of following form.**
2. **Return completed form to the appropriate Kitsap County Department.**

Section A - Requestor/Records Request Information

Requestor Name	Phone Number	Today's Date
RICHARD BORGES	[redacted]	april 2, 2009

Mailing Address	City	State	Zip Code
[redacted]	[redacted]		[redacted]

This is a request to: ☐ **Inspect and/or** ☐ **Copy the records described below:**

(Please describe in the space below the records you are requesting and any additional information that will assist in quickly locating them.)

Title of Record(s):	Description:	Date(s) of Record(s):
STEVE BAUER CHARLOTTE GARRIDO JOSH BROWN RICK FACKLER MATT KEOGH CHIP FAVER CHRIS FREEL	Emails TO CD ON SUBJECTS PARADISE PAINT BALL, CHARLES DAVIS KITSAP ARCHERY, PAINT BALL, PAINT BALL FIELDS	JANUARY 01, 2008 APRIL 01, 2009

If record(s) concern individual(s) other than requestor, please state names(s):

Special Handling:
☐ Please mail copies. (Payment is required before copying or mailing)
☒ Please hold for pick-up. CD'S

Signature of Requestor: RBorges 4/2/09

Request was Made
☐ In person ☐ By Phone ☐ By Mail (Attach Request)

I certify that the photocopies of the records received as listed above will not be used for commercial purposes. ***I agree to pay a reasonable standard charge of $.15 per copy plus cost of mailing.***

Signature | Date | E-Mail Address [redacted]

Section C - Department Use Only

Department	Signature	Date

Pursuant to RCW 42.56, with limited exception, Kitsap County and all of its departments and offices are required to disclose all identifiable "public records" that are related to the conduct of the County when such records are requested by any person.

Rev. 10/08

Kitsap County
614 Division Street
Port Orchard, Washington 98366

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Mailing Address	City	State	Zip Code
[redacted]	[redacted]		[redacted]

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JAN ANGEL CHRIS ENDERSEN STEVE BAUER CHARLOTTE GARRIDO JOSH BROWN CHIP FAVER MATT KEOUGH RICK FACKLER FRANK STOWELL AVRILLA BILL ZUPANCIC	Email to CD MARK FISHER, ~~DONALD TARGE~~ PVO, NRA GUNclub, KITSAP RIFLE AND REVOLVER, ~~[illegible]~~, CENTRAL KITSAP PARK NEWBERRY HILL HERITAGE PARK, NEWBERRY HILL PARK, NEWBERRY HILL REGION TRAILS, MOUNTAIN BIKE, CENTRAL KITSAP GREENWAY / GREENWAYS / GREENWAYS PLAN / MASTER GREENWAYS PLAN EQUESTRIAN	JANUARY 01, 2006 APRIL 02, 2009

If record(s) concern individual(s) other than requestor, please state names(s): ELLEN TIETZ

Special Handling:
☐ Please mail copies. (Payment is required before copying or mailing)
☒ Please hold for pick-up. - EMAILS TO CD

Signature of Requestor: Richard Borges 4/2/09

Request was Made: ☒ In person ☐ By Phone ☐ By Mail (Attach Request)

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Signature _____ Date _____ E-Mail Address [redacted]

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Department	Signature	Date

Pursuant to RCW 42.56, with limited exception, Kitsap County and all of its departments and offices are required to disclose all identifiable "public records" that are related to the conduct of the County when such records are requested by any person.

Rev. 10/08

EQUESTRIAN / MOUNTAIN BIKE / NEWBERRY HILL / CENTRAL KITSAP HERITAGE / NRA / CENTRAL KITSAP GREENWAY NEWBERRY HILL HERITAGE PARK

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Wednesday, April 08, 2009 3:06 PM
To: Don Burger
Subject: Re: Borges PDR

[redacted]

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> Don Burger Wednesday, April 08, 2009 2:34 PM >>>

[redacted]

[redacted]

Cheers - Don

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

Don Burger

From: Glenn Maiers [gmaiers@[redacted]]
Sent: Wednesday, April 08, 2009 10:09 PM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Subject: POSSIBLE SPAM! SCORE = 6.5 NOT TOTALLY FOR KRRC
Attachments: KITSAP RIFLE AND REVOLVER CLUB (KRRC)

Dear Kitsap County Commissioners,

Please find enclosed the email I sent to each of you back on March 15, 2009. Perhaps you mistakenly lumped it in with all of the other emails you received about KRRC thinking mine also extolled the virtues of the organization. I am not enthralled with KRRC's leadership and I reiterate from my previous email--who receives the money the Navy contractor pays to use the range on a monthly basis? Is it the club or NFI/Marcus Carter? Will KRRC be permitted to carry this arrangement over when the county takes over AND pay the same price they currently pay the state? Ditto for any other money NFI derives from using the facilities.

I look forward to your replies.

Yours,
Glenn Maiers

Don Burger

From: Glenn Maiers [gmaiers@[redacted]
Sent: Sunday, March 15, 2009 8:39 PM
To: Charlotte Garrido; Josh W. Brown; Steve Bauer
Cc: Okelleyb@aol.com
Subject: KITSAP RIFLE AND REVOLVER CLUB (KRRC)
Attachments: Header

Dear Kitsap County Commissioners,

I write to express my concerns over the proposed state/county land swap which involves a parcel of land currently rented by KRRC. In their introduction to you, KRRC bills itself as a 501(c)7 non-profit. How is it then that a separate company, National Firearms Institute (NFI), which is owned and operated by KRRC's current Executive Officer (Marcus Carter) and staffed by the current KRRC vice president (Travis Foreman), can also operate on that very same property? Please check out KRRC's website (http://www.gunsafety.org/index.htm) and NFI's website (http://www.gunschool.com/index.html). The NFI site names their "home is the Kitsap Rifle and Revolver Club range in Bremerton, WA" with the same address for both organizations. They even shared the same phone number up until early 2008 or so. Many of the courses listed on NFI's website are the same as those listed on the KRRC website as being taught/offered by KRRC. So who receives the payment for attending these classes? The training support to the U.S. military cited by KRRC is provided to Firearms Academy of Hawaii (FAH), a contractor for the U.S. military. Who does FAH pay to use the range--KRRC? Or NFI? I quit KRRC over these issues and watched recently as KRRC attempted to expel a club member for asking the very same questions as above. That member never did receive any answers from the KRRC Executive Committee and he also quit KRRC. In fact, I know more people who have quit KRRC than I do who are current members. And of those 10,000 annual visitors (27+ per day average, 365 days a year) claimed, does that number include the U.S. military's trainees, competitors in the various competitions and class participants? Or just folks coming off the street who pay the $10 "donation" (which is the going rate for area gun clubs) to use the facilities?

KRRC has been looking to build a "world class facility" at their current 72 acre location at least since the early 1990's when I came to this area on Navy orders and joined the club. Progress sure has been slow. And now they want to buy nearly double the acreage they're currently renting? With the sole option to buy at $2,000 per acre? Is that really the fair market value of that land? Where does NFI fit into this picture?

Which outfit, specifically, is "looking for a facility to permanently host a national championship match"? Have they signed a letter of intent with KRRC? There are alot of questions that need to be asked of and answered by KRRC before they are given any consideration.

While I seldom concur with much that KRRC or its' Executive Committee has had to say, I do concur that this county does have a valid need for public gun ranges. But KRRC/NFI does not necessarily have to be one of the operators or owners.

There's alot of questions that should be asked before KRRC and their proposal are to be considered by you.

Yours truly,
Glenn Maiers

Don Burger

From: RICHARD BORGES [rborges66@[redacted]]
Sent: Thursday, April 09, 2009 12:20 AM
To: Elizabeth Ratliff; Chip Faver; Matt Keough
Subject: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz sorry, i must have given her the wrong number

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Don Burger

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Sent: Thursday, April 09, 2009 8:30 AM
To: Tarrah Dofelmier
Subject: Fwd: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz

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Sent: Thursday, April 09, 2009 8:51 AM
To: Elizabeth Ratliff
Subject: Re: Fwd: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from

Crazy with a capital C!
Isn't there more important things to worry about in life?

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From: Chip Faver [CFaver@co.kitsap.wa.us]
Sent: Thursday, April 09, 2009 9:11 AM
To: RICHARD BORGES
Cc: Elizabeth Ratliff; Marsha Richards; Nancy Buonanno-Grennan; Charlotte Garrido; Josh W. Brown; Steve Bauer; Matt Keough
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6) you guys rock, it must be hard to come up with drop-in table tennis schedules and not publish recreation guides while your buying up the county with state grants and county funds - so good on you. I noticed your last goal on your mission statement is to provide recreation. That's like a bank listing handling money as their last goal or a bowling alley with 5 goals and the last one is provide the general public with bowling balls and place to bowl . So here's to you county parks and recreation.

I am just a registered voter, i will be there this friday and only want to see this information. That's it? I asked for 5 easy things and then gave compliments.

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County Commissioner is a tuff job, lot of hours, tough schedules, allot of driving – by people who asked for it and are compensated fairly well. So my hats off to the position and hard work they put in. You can never make everyone happy. County Parks is all over the

Kitsap Sun and it's not because they are being attacked, the articles are writing themselves do to the actions or lack there. Chip Faver works for the Commissioners who work for the people of Kitsap County and they owe a debt of action and honoring what one commits to. Paradise paintball for instance. Parks has collected revenues and renewed Charles Davis' lease several times. They came out in the Kitsap Sun and said they would honor his lease and in the end told him he and paintball were not in the master plan and now a dog park and bonsai garden Kitsap rifle and revolver club. Parks/Josh Brown said they would honor the lease and would have a written agreement 3 days after the March 18th Parks/DNR meeting where parks director Chip Faver was absent and at a regular parks meeting while Matt Keough fielded tough questions for chips department. Bethel junction debacle - Charlotte Garrido blasts the mayor and threatens to step in when the county never came through on their end of the agreement just like the golf course. Golf course - manager quits, Chip favor is somewhat a miffed when the county said they would honor his lease and make upgrades to the course - that never materialized? Chip Faver now a golf course manager – claiming putting the property up for bid was standard procedure. Kitsap County has made allot of promises. I will honor, we will help you, you can stay but has failed to come through on their word. How is the trust of the citizens of Kitsap County supposed to be regained? I know the three commissioners have tried there best but when you give your word and you sit elected by the people, you show up to important meetings for your department and make good on your word. I don't really feel that I am fairly represented in this county with commissioners/directors who behave in such ways. You cannot make everybody happy, but you can make your decisions honorable in word and action. Rick Borges Bremerton this is not part of the editorial i drafted?? I didn't even mention the (they started it with pedestrian/bicycle so it didn't look like it was just for bikes but quickly moved to the bicycle facilities plan) bicycle facilities plan and mosquito fleet trail plans - the county is outstanding about making plans - they just don't execute anything except land acquisitions to align commissioners interests with their constituents? In the whole while josh brown talks about another "plan" to bring it under control - bremerton's mayor knows how to do it and come in under budget. Chip Faver doesn't have to be discredited - he has worked himself there on his own accord through a dutiful pattern of conduct. Conduct is not qualitative just like the word management and implies no sense of action good or bad. I think pictures of all county parks conditions with my D200 and bracket flash would be a good exercise to show disrepair and lack of recreation however, shiny new properties with millions spent acquiring them abound here in Kitsap. The weather is getting nice for short periods. You guys have a good thursday, I will be there friday to ask the same questions only because i have been working 9 hour days and you work less so its impossible to get to the nest before friday. I am quite sure Mr Faver will be across the street or busy in his role as commissioners acqusitions director. I aspire to be like Mark Fisher, Richard Borges parks and recreation understudy

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Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Thursday, April 09, 2009 4:54 PM
To: info@gunsafety.org
Cc: Chip Faver
Subject: ATTENTION BRAD SMITH Fwd: RE: Newberry Hill Land Exchange

Brad,

I intend to follow up with you directly by phone by tomorrow, Friday 4/10/09 but want to forward to you the email I first wrote to Marcus Carter on April 1st. I have not received a response and can not confirm his receipt of this email. Secondly, I have not been able to reach Marcus by phone this week and I am concerned about the very tight timeframe we have to address KRRC and County concerns.

Please see highlights below and let me encourage you and representatives to contact myself or Chip Faver as quickly as possible, especially if we can have a meeting as early as tomorrow (proposed this to Marcus through voicemail!) I look forward to talking with you with the goal of a shared vision for the land transfer.

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

>>> Matt Keough 4/1/2009 8:15 PM >>>
Marcus,

It has been very challenging week again due to County resources and scheduling issues. Let me reiterate, however, that Parks, represented by Chip Faver, is certainly able to meet and talk. He too is anxious for an appointment, ideally with all County entities represented.

Myself, I am out of town now through Tuesday so will have to defer to Chip if indeed you or others call for a meeting. I regret not being able to facilitate such at this point.

I will share with you, however, two important considerations.

1. The long-term lease option will require that we do our due diligence to have the property assessed for environmental hazards given our ownership - this would have to be complete before the Land Exchange Agreement is finalized at the County level, in a public meeting (likely 5/11/09).

2. The sale of the property (through a potential deed of trust = payments over time) requires a public hearing. A hearing presents some unknowns - given testimony and deliberations - but is also challenging to accomplish in the timeline at hand, all leading to the DNR's board meeting at the beginning of June.

I appreciate your patience and cooperation over these issues. I believe we can still arrive at the best option for everyone by communicating and sharing the mission. I'll look forward to catching up with you, Chip, and team upon my return.

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

>>> "Marcus Carter" < marcus@gunschool.com > 3/27/2009 6:00 AM >>>
Matthew,
I had already contacted those from our club who were going to attend and informed them that the meeting had been cancelled. We will await your indication that you've arranged the meeting with all those necessary to finalize, or at least get close to an agreement.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA
For Sport and National Defense
http://www.GunSafety.org
Range Phone - 360.373.1007

-----Original Message-----
From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]
Sent: Thursday, March 26, 2009 12:13 PM
To: Marcus Carter
Cc: Chip Faver
Subject: RE: Newberry Hill Land Exchange

Marcus,

Thanks for this message and for the conversation this morning. After talking with Chip Faver this morning, I wanted to reiterate this Department's commitment to working with the KRRC, to include exploring the long-term lease and the potential sale option for the lease holding. We regret the tight timeline, especially for your KRRC membership's expressed interest. We only postponed meeting tomorrow morning as have not had sufficient interdepartment time, since the Board meeting on Monday, 3/23.
You had asked for involvement of key players before meeting with us which requires coordination with the Board of County Commissioners, County attorneys, and the Risk Manager. I will work to get more time with them as soon as possible - pending their availability - and reschedule a meeting with you next week so to explore the options. We are anxious to share ideas towards resolution in meeting with you next week that would potentially be followed by a formal negotiation session quickly.

If your committee is anxious to meet with Chip, he asked that I work you into his schedule wherever possible - he can still meet tomorrow morning if you are so inclined.

Sincerely,
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

>>> "Marcus Carter" < marcus@gunschool.com > 3/24/2009 2:39 PM >>>
Thank you Matthew,
Needless to say, the sooner, the better. I am asking our negotiation committee to pencil in Friday morning. We have friends in Olympia that are setting up a meeting with Commissioner of Public Lands Peter Goldmark and we are hopeful to present a very favorable endorsement for the transfer, as well as getting all our local support enthusiastically on board.
If you have any questions, or if there is anything we can do, please do not hesitate to contact us.
Looking forward to hearing from you soon.
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA
For Sport and National Defense
http://www.GunSafety.org
Range Phone - 360.373.1007

-----Original Message-----
From: Matt Keough [mailto:MKeough@co.kitsap.wa.us]
Sent: Tuesday, March 24, 2009 1:25 PM
To: Marcus Carter
Subject: RE: Newberry Hill Land Exchange

Marcus,

Thanks for checking with your committee and being so available this week. Friday morning may work on this end - it is a good goal anyway and I would suggest a 9AM start, at the Admin. building in Port Orchard. Chip and I appear available but I would like to extend the invite to Josh and possibly our attorney. We will be working on the various lease and purchase options right up to the meeting but I can't promise full resolution by Friday. If we are able to summarize idea ahead of time - or think it best to delay meeting for more time - I will be sure to contact you.

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

>>> "Marcus Carter" < marcus@gunschool.com > 3/23/2009 11:01 PM >>>
Matt,
Brad Smith contacted me and informed me that you wanted to set up a meeting with KRRC and County concerning the KRRC proposal for sale of the property directly to KRRC.

I have spoken to our team members and have a window of availability that runs virtually anytime from Tuesday afternoon through Friday morning.

We are looking forward to working together for the best solution for all involved and helping KC Parks in the acquisition of the property at issue and the advancement of recreation in the area.

Please feel free to contact me at your earliest convenience to finalize a meeting time. I will be working at home most of this week.

Best regards,
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA
For Sport and National Defense
http://www.GunSafety.org
Range Phone - 360.373.1007
Home - [redacted]
Cell - [redacted]

Don Burger

From: Chip Faver [CFaver@co.kitsap.wa.us]
Sent: Thursday, April 09, 2009 5:04 PM
To: Neil R. Wachter
Subject: Paintball

Neil,

[redacted]

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

Don Burger

From: Neil R. Wachter [NWachter@co.kitsap.wa.us]
Sent: Thursday, April 09, 2009 5:08 PM
To: Chip Faver
Subject: Re: Paintball - CONFIDENTIAL Attorney Client Communication

[redacted].

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> Chip Faver Thursday, April 09, 2009 5:03 PM >>>
Neil,
[redacted]

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

Don Burger

From: Chip Faver [CFaver@co.kitsap.wa.us]
Sent: Thursday, April 09, 2009 5:31 PM
To: Neil R. Wachter
Subject: Re: Paintball - CONFIDENTIAL Attorney Client Communication

[redacted]

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

>>> Neil Wachter 4/9/2009 5:08 PM >>>
[redacted]

Neil

Neil R. Wachter
Sr. Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office
614 Division Street, MS-35A
Port Orchard, WA 98366
360.337.4979 360.337.7083 (fax)
nwachter@co.kitsap.wa.us

>>> Chip Faver Thursday, April 09, 2009 5:03 PM >>>
Neil,
[redacted]

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

Don Burger

From: RICHARD BORGES [rborges66@[redacted]]
Sent: Friday, April 10, 2009 7:35 AM
To: Chip Faver
Subject: RE: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz

I will be there at 0900.

Date: Thu, 9 Apr 2009 09:11:02 -0700
From: CFaver@co.kitsap.wa.us
CC: SBauer@co.kitsap.wa.us; JWbrown@co.kitsap.wa.us; CGarrido@co.kitsap.wa.us; NBGrenn@co.kitsap.wa.us; MKeough@co.kitsap.wa.us; ERatliff@co.kitsap.wa.us; MRichard@co.kitsap.wa.us
Subject: Re: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz
To: rborges66@hotmail.com

Mr Borges,
The information you have requested can be viewed on-line at the County Website. What records we have are public and anything you can't get to online, we are pleased to provide. We can also go over the on-line information. My calendar has been very busy and I regret not having been able to meet with you sooner. Your frustration is evident in your e-mail and I apologize if not being readily accessible contributed to that. I am not the keeper of the greenway master plan but I am sure we can get you a copy. Matt Keough is much more knowledgeable about the various planning projects and has a keen insight that I lack as a generalist in Parks. I thought it would be helpful to you to have him on-hand. That way we reduce the risk of having you leave without getting your questions answered. I don't have all the answers and neither does Matt, but we will do our best and look for the rest. I have copied the Commissioners and the County Administrator so they are aware of your specific concerns and can know I am addressing them. Thank you for your patience and concern for the Parks. Marsha Richards will get you on my calendar ASAP. I look forward to meeting with you and hope I can answer all of your inquiries satisfactorily.

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

>>> RICHARD BORGES <rborges66@hotmail.com> 4/9/2009 12:20 AM >>>
I requested a meeting with Chip Faver not Matt keough the projects planner. It is not about a club or being a member of a club, i am a registered voter who is looking for information from parks and recreation to complete and accurate testimony to DNR and letter to the commissiioner of lands and governor gregoire. I want to testify and know there is truth in what i am writing - instead of just saying parks and commissioners are corrupt if that were even plausible?

I asked for:

1) the **Kitsap County open space plan**

2) parks **greenways master plan** taken from bill zupancic

3) **breakdown on the acquisition of Central Kitsap Greenways** -- RCFB 755,902 dollars funded in 2005 i believe. 500,000 pledge loss from greater kitsap conservancy. Recreation and Conservation funding board - wasn't allot of recreation or conservation going on here - this i plan to tell (testimony to

be ignored) Peter Goldmark and notify Christine Gregoire of the smokin turd coming her way and what her signature means on this deed. DNR's capability to manage (cut down tree's around important salmon conservation habitat) and parks capability to manage a riparian habitat - swampland, they're busy with golf courses.

County's total bill? CKG grant - unless mountaineers backed out - i would say 655,902 dollars is my guess? or 755,902 if they all backed out - or a donation of a constituent/s of commissioner Brown. **what donations total? CKG Grant** - mountaineers were supposed to give 100,000 - they own quite a bit of property here right next to the county who owns unimaginable amounts of kitsap county. I was wrong, the county doesn't need the CKGG because they have huge amounts of property - its just what DNR wants to trade in like.

4) **10 year comprehensive parks plan** - *where it speaks to forecasting a demand for 10 years of recreation in Kitsap County In Accordance With the RCW.* This should be easy? i saw the 2006 or 7 pland but couldnt find forecasting the demand for recreation and i am quite sure i just missed it?

5) **Did the county(parks/transportation/grants of any kind) ever disburse funds to mark fisher for trailbuilding and maintenance** -- for ***banner forest, newberry hill park, CK heritage park or newberry hill heritage park, or newberry hill regional trails*** - these are what i filled out a public disclosure between rick fackler, matt keough, 3 commissioners, chip faver, donald large, mark fisher and probably somebody else. I can talk to any finance person from parks and recreation or county auditor?

6) you guys rock, it must be hard to come up with drop-in table tennis schedules and not publish recreation guides while your buying up the county with state grants and county funds - so good on you. I noticed your last goal on your mission statement is to provide recreation. ***That's like a bank listing handling money as their last goal*** or a ***bowling alley with 5 goals and the last one is provide the general public with bowling balls and place to bowl.*** So here's to you county parks and recreation.

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Paradise paintball for instance. Parks has collected revenues and renewed Charles Davis' lease several times. They came out in the Kitsap Sun and said they would honor his lease and in the end told him he and paintball were not in the master plan and now a dog park and bonsai garden

Kitsap rifle and revolver club. Parks/Josh Brown said they would honor the lease and would have a written agreement 3 days after the March 18th Parks/DNR meeting where parks director Chip Faver was absent and at a regular parks meeting while Matt Keough fielded tough questions for chips department.

Bethel junction debacle - Charlotte Garrido blasts the mayor and threatens to step in when the county never came through on their end of the agreement just like the golf course.

Golf course - manager quits, Chip favor is somewhat a miffed when the county said they would honor his lease and make upgrades to the course - that never materialized? Chip Faver now a golf course manager – claiming putting the property up for bid was standard procedure.

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Rick Borges

Bremerton

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Richard Borges

parks and recreation understudy

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Windows Live™: Keep your life in sync. Check it out.

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 10, 2009 9:56 AM
To: Chip Faver
Cc: Kevin M. Howell
Subject: Fwd: Newberry Hill Land Exchange
Attachments: meeting.ics

DNR IS ANXIOUS FOR FACE TO FACE TIME, in Olympia, Tuesday afternoon. Ugh.

I AM AVAILABLE BUT WILL APPRECIATE YOUR THOUGHTS - ASSUMING YOU DON'T PLAN TO ATTEND.

URGENT: MARCUS CARTER COMING TODAY AT NOON TO MEET WITH ME, TO RESPOND TO MY QUESTIONS AND TO SHARE "A PROPOSAL".

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

>>> "PRUITT, BRAD (DNR)" < BRADFORD.PRUITT@dnr.wa.gov > 4/9/2009 3:44 PM >>>
When: Tuesday, April 14, 2009 2:00 PM-4:00 PM (GMT-08:00) Pacific Time (US & Canada).
Where: Olympia

~~*~*~*~*~*~*~*~*~*

I know there are a lot of moving pieces in the land exchange still, and I'd like to meet to discuss what they are and how we are likely going to address them. We can also take a look at the draft exchange agreement I sent in February to clarify parts and come to agreement on the terms we are able to at this time. We need to identify areas that need further review.

My pre-board meetings are coming up fast (May 11 and 12) where I'll need to be able to update executive management of the current status to the exchange and articulate the final structure of the transaction if we are to stay on schedule for the June Board. Ideally we should have the exchange agreement done by pre-boards or at least be close to signing an agreement: i.e. ....have a balanced exchange for value, know what parcel are in and out, how we are dealing with RMAP (that are a cash flow issue to DNR on day one the department takes control of land), a plan for the gun club, etc....

Topics: The Exchange Agreement language, gun club lease, Road Maintenance and Abandonment Plan (RMAP) costs, closing, the appraisal and review, potential strategies for balancing the exchange, ...

The Appraisal review was supposed to be on by May 6, but the timber review is still in the works; I'm assuming it will be done early next week. I've asked Greg Richards when we should expect the timber review to be done.

I'd appreciate it If we could meet in Olympia since I go to the dentist early in the morning on Tuesday to get a crown finished. I won't be able to talk till the afternoon, and will no doubt need the time I lost in the am to prepare for our meeting.

Thanks, Brad

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Friday, April 10, 2009 9:56 AM
To: Matt Keough
Subject: Re:Fwd: Newberry Hill Land Exchange

I am out of the office today, Friday, April 10, 2009. If you need immediate assistance, please contact his Legal Assistant Tracey Hamilton at ext. 4271 or the Receptionist at 337-4992. Otherwise I should be back in the office on Monday.

Kevin Howell
Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office - Civil Division

>>> MKeough 04/10/09 09:56 >>>

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URGENT: MARCUS CARTER COMING TODAY AT NOON TO MEET WITH ME, TO RESPOND TO MY QUESTIONS AND TO SHARE "A PROPOSAL".

Matthew F. Keough
Parks Planning Project Manager
Kitsap County Parks and Recreation
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Thanks, Brad

Don Burger

From: B. Regina Taylor [bregina.taylor@[redacted]
Sent: Friday, April 10, 2009 4:34 PM
To: Chip Faver; Matt Keough
Cc: Kevin M. Howell; Scott P. Holmen; steve.taylor10@[redacted] Marcus Carter; Bruce Danielson; carlton_nau@[redacted]
Subject: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)
Attachments: 3 AGREEMENT RE SPECIAL USE LEASE with option to purchase terms 4-10-09.doc; 2 AGREEMENT RE SPECIAL USE LEASE with option to negotiate in good faith 4-10-09.doc; 1 AGREEMENT RE SPECIAL USE LEASE -lease amend only - 4-10-09.doc

Chip Faver & Matt Keough:

This is email is to follow-up on meeting today. We were very encouraged by the direction that you informed us are the County's goals regarding the KRRC Lease and the Land Exchange.

It is my understanding that the following points were made:

1. Kitsap County would like to "partner" with KRRC to provide a Regional Shooting Facility. Kitsap County agrees with KRRC that working together would be a win-win.
2. There were a number of administrative issues and some erroneous assumptions made about communications that resulted in a shorter timeframe for the process and KRRC finding out about the process at a late juncture.
3. Given the current time table necessary to complete the land exchange and the need to eliminate the potential liability to Kitsap County of owning land with a gun range on it, Kitsap County would like to structure the land exchange to provide a closing in which KRRC will purchase the property outright with the fee to transfer to KRRC immediately after Kitsap County receives the land from DNR.
4. Our goal will be to try to structure the purchase and sale around the 130 acres (including the 72 acres currently under lease) that is requested by KRRC with purchase based on the appraisal for the land purchase exchange, subject to some adjustments and conditions to be negotiated in further detail in the near future. We noted that a North/South orientation for the ranges and 130 acres would create a safer recreational operation.
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7. As for financing, if possible, Kitsap County would prefer to have all of the money at closing but may take a Deed of Trust to help with the transaction. We would look into the possibility of "in kind" payments (i.e. value of services to the Sheriff's Office put toward the amount owed). KRRC is confident that if the Purchase Agreement is signed as soon as possible, we will have no problem getting the funds together in a timely fashion.
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If I have misunderstood the points made or if there are any additional points you would like to add to the foregoing, please do not hesitate to contact me. I will be following up with Kevin Howell directly to get the Purchase Agreement completed and to iron out more of the details. The parties noted above will be included in all communications as this process goes forward.

Regina Taylor

B. Regina Taylor
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Bremerton, WA 98311
Ph. 360-698-5522 Fax 360-698-2584

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AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment with Agreement to Negotiate Option to Purchase)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a not-for profit corporation (hereinafter "KRRC");

WHEREAS, STATE OF WASHINGTON, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, included the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
   a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
   b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended through December 31, 2024.
   c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties is writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
   d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid annually as set forth in the current lease based on the current lease rate of $7200 per annum. All lease payments shall be applied to the purchase price of the property.
   e. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
   f. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land with the current heavy use area grandfathered.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be signed which will be negotiated in good faith and include the following terms and conditions:

a. **Purchase Option.** Kitsap County agrees to sign an option to sell 130 acres to KRRC, the area legally described on **Exhibit A** attached, including the current developed range area, to Kitsap Rifle & Revolver Club, Inc. for a reasonable purchase price $260,000 ($2000 per acre).

b. **Exercise of Option**. KRRC shall exercise its option to purchase no later than three years after execution of the option to purchase;

c. **Option Area to Remain Undeveloped**. Until the period for exercise of the option has expired, the County will not allow the additional acres covered by the option to be developed by any other entity.

d. **Completion of Sale.** The sale of all lands to the club will be final prior to the end of the KRRC lease termination in 2024.

e. **Application of Lease Payments to Purchase Price.** All lease monies collected by the county will be applied to the purchase price of the property.

f. **No Penalties for Early Purchase.** At any time during the 15-year lease period KRRC may pay the balance in full with no early payoff penalty.

g. **Property Uses.** The subject property shall remain a shooting range after the sale. The County may need to create one or more parcels for the sale. Zoning and conditional use permits associated with the sale parcel(s) must be consistent with the operation and future expansion of rifle and pistol range activities, including but not limited to the uses shown on **Exhibit C (Map of Future Activities)** attached.

h. **Sale Price.** Sale price of $2000 per acre ($260,000) or at the value determined by the DNR/Kitsap County appraisal associated with the 2009 DNR Newberry Hill Land Exchange, whichever is lower.

i. **Grandfathered Land Use.** The 8 acres of current heavy use area shall be fully 'grandfathered' with respect to land use restrictions.

j. **No unreasonable restrictions on Future Land Use.** No unreasonable restriction on fully developing the 122 remaining acres as a range facility

k. **Execution of Sale Agreement.** Sale agreement to be fully executed prior to April 30, 2009.

l. **Retention of Conservation Easement.** KRRC may agree to allow Kitsap County to retain a conservation easement which protects some wetlands and wildlife habitats from most forms of development. KRRC may agree to sell residential development rights to the county, reducing the total price paid by KRRC to the county.

3. **Other Terms and Conditions**:

a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.

b. **Classes for the Public**. KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.

c. **Acknowledgement re Shooting Sports**. Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it

will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

d. **Buffer Area**. Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.

e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.

f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting ranges managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties

with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements**. Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

_____

_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

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Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Friday, April 10, 2009 4:35 PM
To: B. Regina Taylor
Subject: Re:Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)

I am out of the office today, Friday, April 10, 2009. If you need immediate assistance, please contact his Legal Assistant Tracey Hamilton at ext. 4271 or the Receptionist at 337-4992. Otherwise I should be back in the office on Monday.

Kevin Howell
Deputy Prosecuting Attorney
Kitsap County Prosecutor's Office - Civil Division

>>> bregina.taylor 04/10/09 16:34 >>>

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Regina Taylor

B. Regina Taylor

9353 Central Valley Rd. NW, Suite 2

Bremerton, WA 98311

Ph. 360-698-5522 Fax 360-698-2584

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Thank you.

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From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 10, 2009 5:18 PM
To: Mark Abernathy; Kevin M. Howell; Tracey L. Hamilton-Oril
Cc: Chip Faver
Subject: Will be looking for Kevin on Monday

Just a warning!

I will be in Port Orchard on Monday, as early as 10AM, hopeful to check in.

-Anxious to update Kevin on the Newberry Hill exchange post-meeting with Marcus Carter and attorney Regina Taylor. Chip indicated a staff preference to selling the leased land to the KRRC, with an understanding that we will have to have a public hearing towards this purpose.

I intend to go to Olympia on Tuesday to talk out the Land Exchange agreement with DNR. It and the potential Purchase/Sale agreement may have to exist as drafts until public meeting/hearings coming as early as the first week of May.

Wishing all a wonderful holiday weekend, 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

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 10, 2009 5:22 PM
To: Mark Abernathy; Kevin M. Howell; Tracey L. Hamilton-Oril
Cc: Dana Daniels; Carolyn Siems; Josh W. Brown
Subject: Fwd: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)
Attachments: 1 AGREEMENT RE SPECIAL USE LEASE -lease amend only - 4-10-09.doc; 2 AGREEMENT RE SPECIAL USE LEASE with option to negotiate in good faith 4-10-09.doc; 3 AGREEMENT RE SPECIAL USE LEASE with option to purchase terms 4-10-09.doc

>>> "B. REGINA TAYLOR" < bregina.taylor@[redacted] > 4/10/2009 4:34 PM
>>> >>>
Chip Faver & Matt Keough:

This is email is to follow-up on meeting today. We were very encouraged by the direction that you informed us are the County's goals regarding the KRRC Lease and the Land Exchange.

It is my understanding that the following points were made:

1. Kitsap County would like to "partner" with KRRC to provide a Regional Shooting Facility. Kitsap County agrees with KRRC that working together would be a win-win.

2. There were a number of administrative issues and some erroneous assumptions made about communications that resulted in a shorter timeframe for the process and KRRC finding out about the process at a late juncture.

3. Given the current time table necessary to complete the land exchange and the need to eliminate the potential liability to Kitsap County of owning land with a gun range on it, Kitsap County would like to structure the land exchange to provide a closing in which KRRC will purchase the property outright with the fee to transfer to KRRC immediately after Kitsap County receives the land from DNR.

4. Our goal will be to try to structure the purchase and sale around the 130 acres (including the 72 acres currently under lease) that is requested by KRRC with purchase based on the appraisal for the land purchase exchange, subject to some adjustments and conditions to be negotiated in further detail in the near future. We noted that a North/South orientation for the ranges and 130 acres would create a safer recreational operation.

5. There is a possibility that the purchase will have to be completed in two phases, with 72 acres occurring as part of the land exchange closing and with the remaining approximately 60 acres being completed at a later point.

6. Procedurally, it is believed by the County that under current law, the 72-acre portion under lease will not need to be publicly auction, but that the 60 acres may require a public auction process. Also, both

processes will require a public hearing.

7. As for financing, if possible, Kitsap County would prefer to have all of the money at closing but may take a Deed of Trust to help with the transaction. We would look into the possibility of "in kind" payments (i.e. value of services to the Sheriff's Office put toward the amount owed). KRRC is confident that if the Purchase Agreement is signed as soon as possible, we will have no problem getting the funds together in a timely fashion.

8. The preliminary appraisal price is $4,000 an acre, but that amount is not confirmed until completion of the appraisal review which should occur shortly. We discuss that further negotiation of this price will occur based on some conditions regarding development rights that would occur. KRRC mention that it was vital that we have the ability to develop the land according to our long-range plan, including a 600-yard rifle range.

9. We discussed how wonderful it would be when (not if) Seattle were to sponsor an Olympics; with this development, KRRC will be in a position to provide a recognized sport venue for the shooting events (which typically medal first).

10. Development of KRRC as an important resource for Kitsap County's community by selling the land and cooperating with the development within the overall plan for this area will have be beneficial because (a) instead of spending County dollars to develop the facility, KRRC will actually put money into County coffers which would enable Kitsap County to purchase more of the land to make the Newberry Hill Heritage Park a reality; (b) KRRC will minimize the risk to the County for the gun range by taking responsibility for the activities on its own land; (c) KRRC and the County will work together toward responsible stewardship of the land being purchased.

11. The "official" public input for the land exchange is being taken by the DNR and ends on April 13, 2009.

12. There will be a meeting on April 15, 2009 for the Parks & Recreation. The Newberry Hill Heritage Park is on the agenda with other important issues. It would be helpful to know that written testimony will be taken up to two weeks after the hearing so that speakers on behalf of the gun club can keep their oral testimony short and to the point. Also, as to the purchase itself, there will be an "official" public hearing on the purchase(s).

13. Kevin Howell, Civil Division of the Prosecuting Attorney, will be handling the sale documents. To assist in expediting the process, KRRC will forward the versions of the Agreement between Kitsap County and KRRC to Kevin Howell, Chip Faver & Matt Keough. (See attachments.)

If I have misunderstood the points made or if there are any additional points you would like to add to the foregoing, please do not hesitate to contact me. I will be following up with Kevin Howell directly to get the Purchase Agreement completed and to iron out more of the details. The parties noted above will be included in all communications as this process goes forward.

Regina Taylor

B. Regina Taylor

9353 Central Valley Rd. NW, Suite 2

Bremerton, WA 98311

Ph. 360-698-5522 Fax 360-698-2584

NOTICE: THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM/WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately by e-mail and delete the communication from your computer.
Thank you.

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

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment Only)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

WHEREAS, the State of Washington, Department of Natural Resources (hereinafter "State"), is the "owner" of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with a possible option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that the Special Use Lease shall be amended to reflect the following:

a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.

b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31, 2024.

c. **Lease Payment Amounts.** The lease payments due for the 72 acres shall be paid in annual payments as set forth in the current lease based on previous lease price of $7200 per annum and shall be applied to the purchase price.

d. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".

e. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land with current heavy land use area grandfathered.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements**. Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

_____

_____

_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment with Agreement to Negotiate Option to Purchase)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

WHEREAS, STATE OF WASHINGTON, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway NW, Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, including the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
   a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
   b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31st, 2024.
   c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties is writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
   d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid in annual payments as set forth in the current lease at $7200 per annum with all lease payments to be applied to the purchase price.
   e. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
   f. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be negotiated in good faith.

3. **Other Terms and Conditions**:

a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.

b. **Classes for the Public**. KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.

c. **Acknowledgement re Shooting Sports**. Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

d. **Buffer Area**. Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.

e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.

f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-

supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting range managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements**. Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

_____

_____

_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

Whatcom County Food System Project

With the support of the Sustainable Whatcom Fund, the Northwest Agriculture Business Center is working with Whatcom County agricultural producers and a number of great community organizations and agencies to scale up production and consumption of locally produced food. NABC's current Whatcom County projects include:

• Conducting a feasibility analysis for the post-harvest processing and packing of vegetables and fruit for institutional, retail, and food service/restaurant markets.
• Supporting local efforts to increase access to and use of locally produced agricultural products in the County's schools and educational institutions.
• Working with the Sustainable Whatcom Fund's efforts to support season extension efforts for locally produced row crops.
• Working with Whatcom County beef-producers to form a producer-owned business to harvest, process, and market local beef.
• Working with independent dairy producers to increase market opportunities and production of value-added dairy products.
• Working collaboratively with the Bellingham Food Bank, Common Threads Farm, Crossroads Consulting, the City of Everson, Growing Washington, Northwest Economic Council, the Opportunity Council, the Sustainable Connections Food & Farming Program, the Sustainable Whatcom Fund, Whatcom Conservation District, Whatcom Farm Friends, and the WSU Whatcom County Extension to create a more responsive and responsible food system.

For more information please contact Jeff Voltz, NABC Whatcom County Project Manager at (360) 593-4744 or by email: Jeff@AgBizCenter.org

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment with Agreement to Negotiate Option to Purchase)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a not-for profit corporation (hereinafter "KRRC");

WHEREAS, STATE OF WASHINGTON, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, included the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
   a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
   b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended through December 31, 2024.
   c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties is writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
   d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid annually as set forth in the current lease based on the current lease rate of $7200 per annum. All lease payments shall be applied to the purchase price of the property.
   e. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
   f. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land with the current heavy use area grandfathered.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be signed which will be negotiated in good faith and include the following terms and conditions:

a. **Purchase Option.** Kitsap County agrees to sign an option to sell 130 acres to KRRC, the area legally described on **Exhibit A** attached, including the current developed range area, to Kitsap Rifle & Revolver Club, Inc. for a reasonable purchase price $260,000 ($2000 per acre).

b. **Exercise of Option**. KRRC shall exercise its option to purchase no later than three years after execution of the option to purchase;

c. **Option Area to Remain Undeveloped**. Until the period for exercise of the option has expired, the County will not allow the additional acres covered by the option to be developed by any other entity.

d. **Completion of Sale.** The sale of all lands to the club will be final prior to the end of the KRRC lease termination in 2024.

e. **Application of Lease Payments to Purchase Price.** All lease monies collected by the county will be applied to the purchase price of the property.

f. **No Penalties for Early Purchase.** At any time during the 15-year lease period KRRC may pay the balance in full with no early payoff penalty.

g. **Property Uses.** The subject property shall remain a shooting range after the sale. The County may need to create one or more parcels for the sale. Zoning and conditional use permits associated with the sale parcel(s) must be consistent with the operation and future expansion of rifle and pistol range activities, including but not limited to the uses shown on **Exhibit C (Map of Future Activities)** attached.

h. **Sale Price.** Sale price of $2000 per acre ($260,000) or at the value determined by the DNR/Kitsap County appraisal associated with the 2009 DNR Newberry Hill Land Exchange, whichever is lower.

i. **Grandfathered Land Use.** The 8 acres of current heavy use area shall be fully 'grandfathered' with respect to land use restrictions.

j. **No unreasonable restrictions on Future Land Use.** No unreasonable restriction on fully developing the 122 remaining acres as a range facility

k. **Execution of Sale Agreement.** Sale agreement to be fully executed prior to April 30, 2009.

l. **Retention of Conservation Easement.** KRRC may agree to allow Kitsap County to retain a conservation easement which protects some wetlands and wildlife habitats from most forms of development. KRRC may agree to sell residential development rights to the county, reducing the total price paid by KRRC to the county.

3. **Other Terms and Conditions**:

a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.

b. **Classes for the Public**. KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.

c. **Acknowledgement re Shooting Sports**. Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it

will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

d. **Buffer Area**. Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.

e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.

f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting ranges managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties

with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

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7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

_____

_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

Don Burger

From: RICHARD BORGES [rborges66@[redacted]]
Sent: Friday, April 10, 2009 6:56 PM
To: Chip Faver; Matt Keough
Subject: RE: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz

Chip,

This has been a valuable learning lesson and i should know better - throwing random (even if printed in the paper and not so random doesn't make them true) comments at elected officials or not is wrong. So now once in my life i have officially been wrong.
Thank you for the tour - i haven't been out to just prove parks and recreation hasn't been doing their job? I see you have started with a bag of crap for a department and are hard at work with my 1/2 cent per dollar i pay you.
I appreciate your time spent helping the air force guys and the military in general.

Matt has answered most questions and i hope the range/commissioners/parks can make a resolution to benefit everybody. I don't think anybody means ill will to the county or parks.

I don't know what i was thinking you would come in the room and say or react to me - it didn't cross my mind until you walked in and looked mad? I understand now that you care and are doing your level best for the people and parks. My mistake for thinking you were less than honorable but the papers always print half of the story.

I just wanted to meet and see who parks was? you guys seem to be heading in the best direction possible with a capable staff to get to your destination.

I don't take great pleasure in mark fishers resigning but think it was to the benefit of all concerned. I had problems with what i perceived him to be doing from websites and his actions.

Rick Borges

Date: Thu, 9 Apr 2009 09:11:02 -0700
From: CFaver@co.kitsap.wa.us
CC: SBauer@co.kitsap.wa.us; JWbrown@co.kitsap.wa.us; CGarrido@co.kitsap.wa.us; NBGrenn@co.kitsap.wa.us; MKeough@co.kitsap.wa.us; ERatliff@co.kitsap.wa.us; MRichard@co.kitsap.wa.us
Subject: Re: POSSIBLE SPAM! SCORE = 5.8 wow, nobody called me back from parks - must have lost the note from liz
To: rborges66@[redacted]

Mr Borges,
The information you have requested can be viewed on-line at the County Website. What records we have are public and anything you can't get to online, we are pleased to provide. We can also go over the on-line information. My calendar has been very busy and I regret not having been able to meet with you sooner. Your frustration is evident in your e-mail and I apologize if not being readily accessible contributed to that. I am not the keeper of the greenway master plan but I am sure we can get you a copy. Matt Keough is much more knowledgeable about the various planning projects and has a keen insight that I lack as a generalist in Parks. I thought it would be helpful to you to have him on-hand. That way we reduce the risk of having you leave without getting your questions answered. I don't have all the answers and neither does Matt, but we will do our best and look for the rest. I have copied the Commissioners and the County Administrator so they are aware of your specific concerns and can know I

am addressing them. Thank you for your patience and concern for the Parks. Marsha Richards will get you on my calendar ASAP. I look forward to meeting with you and hope I can answer all of your inquiries satisfactorily.

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

>>> RICHARD BORGES <rborges66@[redacted]> 4/9/2009 12:20 AM >>>
I requested a meeting with Chip Faver not Matt keough the projects planner. It is not about a club or being a member of a club, i am a registered voter who is looking for information from parks and recreation to complete and accurate testimony to DNR and letter to the commissiioner of lands and governor gregoire. I want to testify and know there is truth in what i am writing - instead of just saying parks and commissioners are corrupt if that were even plausible?

I asked for:

1) the **Kitsap County open space plan**

2) parks **greenways master plan** taken from bill zupancic

3) **breakdown on the acquisition of Central Kitsap Greenways** -- RCFB 755,902 dollars funded in 2005 i believe. 500,000 pledge loss from greater kitsap conservancy. Recreation and Conservation funding board - wasn't allot of recreation or conservation going on here - this i plan to tell (testimony to be ignored) Peter Goldmark and notify Christine Gregoire of the smokin turd coming her way and what her signature means on this deed. DNR's capability to manage (cut down tree's around important salmon conservation habitat) and parks capability to manage a riparian habitat - swampland, they're busy with golf courses.

County's total bill? CKG grant - unless mountaineers backed out - i would say 655,902 dollars is my guess? or 755,902 if they all backed out - or a donation of a constituent/s of commissioner Brown. **what donations total? CKG Grant** - mountaineers were supposed to give 100,000 - they own quite a bit of property here right next to the county who owns unimaginable amounts of kitsap county. I was wrong, the county doesn't need the CKGG because they have huge amounts of property - its just what DNR wants to trade in like.

4) **10 year comprehensive parks plan** - *where it speaks to forecasting a demand for 10 years of recreation in Kitsap County In Accordance With the RCW.* This should be easy? i saw the 2006 or 7 pland but couldnt find forecasting the demand for recreation and i am quite sure i just missed it?

5) **Did the county(parks/transportation/grants of any kind) ever disburse funds to mark fisher for trailbuilding and maintenance** -- for ***banner forest, newberry hill park, CK heritage park or newberry hill heritage park, or newberry hill regional trails*** - these are what i filled out a public disclosure between rick fackler, matt keough, 3 commissioners, chip faver, donald large, mark fisher and probably somebody else. I can talk to any finance person from parks and recreation or county auditor?

6) you guys rock, it must be hard to come up with drop-in table tennis schedules and not publish recreation guides while your buying up the county with state grants and county funds - so good on you. I noticed your last goal on your mission statement is to provide recreation. ***That's like a bank listing handling money as their last goal*** or a ***bowling alley with 5 goals and the last one is provide the general public with bowling balls and place to bowl.*** So here's to you county parks and recreation.

I am just a registered voter, i will be there this friday and only want to see this information. That's it? I asked for 5 easy things and then gave compliments.

I will be out of your hair after that except for the meeting the 15th meeting where i will ask for mark

fishers resignation based on his direct conflict of interest with his duties as an advisory member, kitsap mountain bike club activities, his illegal trail building activities on state lands and private leases using county volunteer sheets - should be public disclosure with jan koske, he is liar and lied to people and then said he was an advisory board member from the county, his integrity is for you know what and leaders who allow this to go on - are lacking in good order and discipline. Matt says he is not a county employee - so if he is a child molester then he still is just not a county employee and good to go? It doesnt matter (if a member selected by the real estate agent josh brown and chip faver) if Mark Fisher says the county owns 1000 acres (becasue the acquistion was in many minutes but never agenda except one month and he knew the property was going to be acquired) of newberry hill heritage park on evergreen mountain bike website over a year ago - it doenst matter all he does in his position is try to work his revenues from mountain bikes into parks plans, using county, IMBA and evergreen as cards to play?? this is no conflict of interest?? county takes no responsibility for him building trails but he has county volunteer forms on his site and tracks hours?

If you do not give me the requested information i will talk to josh brown personally and he may not care but i am very interested in the parks department?? I think i want to be a parks director working for the county commissioners whims one day.

here is an advance copy of a letter to the editor i had to dumb down -- i sent it 5 days in a row, i will try to get it published for parks.

County Commissioner is a tuff job, lot of hours, tough schedules, allot of driving – by people who asked for it and are compensated fairly well. So my hats off to the position and hard work they put in. You can never make everyone happy.

County Parks is all over the Kitsap Sun and it's not because they are being attacked, the articles are writing themselves do to the actions or lack there. Chip Faver works for the Commissioners who work for the people of Kitsap County and they owe a debt of action and honoring what one commits to.

Paradise paintball for instance. Parks has collected revenues and renewed Charles Davis' lease several times. They came out in the Kitsap Sun and said they would honor his lease and in the end told him he and paintball were not in the master plan and now a dog park and bonsai garden

Kitsap rifle and revolver club. Parks/Josh Brown said they would honor the lease and would have a written agreement 3 days after the March 18th Parks/DNR meeting where parks director Chip Faver was absent and at a regular parks meeting while Matt Keough fielded tough questions for chips department.

Bethel junction debacle - Charlotte Garrido blasts the mayor and threatens to step in when the county never came through on their end of the agreement just like the golf course.

Golf course - manager quits, Chip favor is somewhat a miffed when the county said they would honor his lease and make upgrades to the course - that never materialized? Chip Faver now a golf course manager – claiming putting the property up for bid was standard procedure.

Kitsap County has made allot of promises. I will honor, we will help you, you can stay but has failed to come through on their word. How is the trust of the citizens of Kitsap County supposed to be regained? I know the three commissioners have tried there best but when you give your word and you sit elected by the people, you show up to important meetings for your department and make good on your word.

I don't really feel that I am fairly represented in this county with commissioners/directors who behave in such ways. You cannot make everybody happy, but you can make your decisions honorable in word and action.

Rick Borges

Bremerton

this is not part of the editorial i drafted??

I didn't even mention the (they started it with pedestrian/bicycle so it didn't look like it was just for bikes but quickly moved to the bicycle facilities plan) bicycle facilities plan and mosquito fleet trail plans - the county is outstanding about making plans - they just don't execute anything except land acquisitions to align commissioners interests with their constituents? In the whole while josh brown talks about another "plan" to bring it under control - bremerton's mayor knows how to do it and come in under budget.

Chip Faver doesn't have to be discredited - he has worked himself there on his own accord through a dutiful pattern of conduct. Conduct is not qualitative just like the word management and implies no sense of action good or bad.

I think pictures of all county parks conditions with my D200 and bracket flash would be a good exercise to show disrepair and lack of recreation however, shiny new properties with millions spent acquiring them abound here in Kitsap. The weather is getting nice for short periods.

You guys have a good thursday,

I will be there friday to ask the same questions only because i have been working 9 hour days and you work less so its impossible to get to the nest before friday. I am quite sure Mr Faver will be across the street or busy in his role as commissioners acqusitions director.

I aspire to be like Mark Fisher,

Richard Borges

parks and recreation understudy

Quick access to your favorite MSN content and Windows Live with Internet Explorer 8. Download FREE now!

Rediscover Hotmail®: Get quick friend updates right in your inbox. Check it out.

Don Burger

From: Steve Taylor [steve.taylor10@[redacted]
Sent: Saturday, April 11, 2009 2:06 PM
To: Chip Faver; Matt Keough
Cc: Marcus Carter
Subject: POSSIBLE SPAM! SCORE = 5.5 Newberry Hill Heritage Park, Land Transfer 86-81861
Attachments: Newberry Heritage File0012.pdf; Newberry Heritage File0011.pdf

Importance: High

Chip and Matt:

Thanks for your hard work on this project and specifically your assistance with Kitsap Rifle and Revolver Club.

A special thanks to you Matt -- you endured a rough public meeting a few weeks back. I apologize to you for that. All organizations have a few, shall we say, 'exuberant' members who go a little overboard -- like you, many of us were wishing they would sit down and shut up. Your professionalism and patience were noticed and appreciated!

In contrast, I am sure that you will find our Executive and Negotiating teams to be very easy and professional to work with (and you won't have to endure any Second Amendment diatribes either!).

Attached you will find a copy of a letter I have forwarded to our Commissioners.

We look forward to working towards a win-win for all parties involved.

Steve Taylor

Thank you for your time and consideration of this matter.

Sincerely,

Steve Taylor

[redacted]

Cc. Messrs. Favre and Keough, Kitsap County Parks

April 11, 2009

Messrs. Steve Bauer, Charlotte Garrido and Josh Brown
Commissioners Office, MS-4
614 Division Street
Port Orchard, WA 98366

RE: Land Transfer 86-81861, Newberry Hill Heritage Park

Dear Commissioners:

I write to encourage you to consider the interests of ALL Kitsap residents in the above referenced land transfer. Specifically I urge you to support the Kitsap Rifle and Revolver Club and insure that they retain the location that they have occupied for some eighty years.

As you are aware, this club enjoys substantial community support and has a long history in Kitsap County. The club is dedicated to promoting SAFE handling of firearms; provides a number of programs to train people in the safe handling of firearms (including programs for the Boy Scouts and safe hunter programs); provides a safe place for people to engage in target practice; and offers training to our local military.

While there are innumerable opportunities for people to trail bike, hike and horseback ride in Kitsap County (in fact, the Newberry Hill Heritage Park replicates opportunities for these other groups available not three miles from KRRC at the States Green Mountain facility), KRRC is the **ONLY** facility of its kind available to the shooters and sportsmen of Kitsap County. PLEASE PRESERVE THIS FACILITY! This land transfer offers you the opportunity to secure the long-term future of KRRC.

Doing so will not just preserve a community asset. It will also open the door for KRRC to engage in the development of an excellent shooting facility that will attract events and participants who will travel to Kitsap, spend money here and create jobs in the local community. That is a win-win for all Kitsap residents!

Don Burger

From: Steve Bauer [SBauer@co.kitsap.wa.us]
Sent: Sunday, April 12, 2009 11:48 AM
To: Charlotte Garrido; Josh W. Brown; Glenn Maiers
Cc: Nancy Buonanno-Grennan; Chip Faver
Subject: Re: POSSIBLE SPAM! SCORE = 6.5 NOT TOTALLY FOR KRRC

Thank you Glenn, for your email. You raise a number if interesting questions and issues. Commissioner Brown is taking the lead on this issue since the park and KRRC are in his district. I will look forward to his response to your questions.

Thanks again,

Steve Bauer

>>> "Glenn Maiers" < gmaiers@[redacted] > 4/8/2009 10:09 PM >>>
Dear Kitsap County Commissioners,

Please find enclosed the email I sent to each of you back on March 15, 2009. Perhaps you mistakenly lumped it in with all of the other emails you received about KRRC thinking mine also extolled the virtues of the organization. I am not enthralled with KRRC's leadership and I reiterate from my previous email--who receives the money the Navy contractor pays to use the range on a monthly basis? Is it the club or NFI/Marcus Carter? Will KRRC be permitted to carry this arrangement over when the county takes over AND pay the same price they currently pay the state? Ditto for any other money NFI derives from using the facilities.

I look forward to your replies.

Yours,
Glenn Maiers

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Monday, April 13, 2009 11:09 AM
To: Kevin M. Howell
Subject: Fwd: Problems with, and Request for Additional Time for Public Input Re: LAND EXCHANGE No. 86-81861 - Kitsap County/DNR

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

>>> "Marcus Carter" < marcus@gunschool.com > 4/13/2009 11:04 AM >>>
Brad and Doug,

We are formally requesting an extension of the time for public input on the land transfer between DNR and Kitsap County noted as LAND EXCHANGE No. 86-81861.
There appear to have been two errors that merit such a request. We have received numerous email and phone calls in the last few days expressing concern over these issues.

1. The address listed on the notice for the public hearing provided by you and your office listed the wrong address for the hearing and we have received word from local residents that went to "614 Division St." but found the doors locked and the building dark and no instructions on where the meeting was in fact being held. The hearing was held at "619 Division St." which was in an entirely different building and across the street.

2. The fax number listed on your flyer for public input, 1-360-902-1776, is a "non-working number" according to the recording heard when dialing.

These two errors put the process in legal question and require remedy to keep from endangering the end result. We will certainly provide copies of your publications if necessary.

Please confirm the correct fax number for providing input, and once confirmed, please extend the time for public input for this issue until at least May 15th, 2009.

We appreciate your attention to these concerns and look forward to the continuing process with DNR and Kitsap County.

We do want you to know that Kitsap County appears to be making significant strides in addressing our concerns and we have been lead to believe a satisfactory and binding agreement may be forthcoming.

Sincerely,
--
Marcus Carter - Executive Officer
Kitsap Rifle & Revolver Club
4900 Seabeck Hwy. N.W.
Bremerton, Washington 98312
USA

For Sport and National Defense
http://www.GunSafety.org < http://www.gunsafety.org/ > Range Phone - 360.373.1007

Don Burger

From: Dereck Smith [DEsmith@co.kitsap.wa.us]
Sent: Monday, April 13, 2009 5:07 PM
To: Marcus Carter
Subject: SMALL PISTOL PRIMERS

Marcus,

I was talking to Ken Roberts today. He said he sold 20,000 small pistol primers to KRRC. May I buy a few thousand?

Thanks
Dereck

Don Burger

From: Josh W. Brown [JWbrown@co.kitsap.wa.us]
Sent: Monday, April 13, 2009 6:47 PM
To: Glenn Maiers
Cc: Dana Daniels
Subject: Re: POSSIBLE SPAM! SCORE = 6.5 NOT TOTALLY FOR KRRC
Attachments: Header

Glenn,

I appreciate your email and letter. As you can see in the subject line, it was originally blocked by y spam filter---hence my later than usual reply. Your letter brings up several good points. Our staff is looking into many of the issues surrounding a lease or possible sale of land to KRRC. Whatever course we finally pursue, we will follow all appropriate laws and it will be an open process. Thanks again for your thoughts. Best, Josh

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

>>> "Glenn Maiers" <gmaiers@[redacted]> 4/8/2009 10:09 PM >>>
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Please find enclosed the email I sent to each of you back on March 15, 2009. Perhaps you mistakenly lumped it in with all of the other emails you received about KRRC thinking mine also extolled the virtues of the organization. I am not enthralled with KRRC's leadership and I reiterate from my previous email--who receives the money the Navy contractor pays to use the range on a monthly basis? Is it the club or NFI/Marcus Carter? Will KRRC be permitted to carry this arrangement over when the county takes over AND pay the same price they currently pay the state? Ditto for any other money NFI derives from using the facilities.

I look forward to your replies.

Yours,
Glenn Maiers

Don Burger

From: Dereck Smith [DEsmith@co.kitsap.wa.us]
Sent: Monday, April 13, 2009 8:30 PM
To: marcus@gunschool.com
Subject: Re: SMALL PISTOL PRIMERS

Thanks

>>> <marcus@gunschool.com> 04/13/09 6:41 PM >>>
Sorry Derek there gone.
Sent from my Verizon Wireless BlackBerry

-----Original Message-----
From: "Dereck Smith" <desmith@co.kitsap.wa.us>

Date: Mon, 13 Apr 2009 17:07:19
To: Marcus Carter<marcus@gunschool.com>
Subject: SMALL PISTOL PRIMERS

Marcus,

I was talking to Ken Roberts today. He said he sold 20,000 small pistol primers to KRRC.
May I buy a few thousand?

Thanks
Dereck

Don Burger

From: Terry Allison [tncallison@[redacted]
Sent: Tuesday, April 14, 2009 10:37 AM
To: Matt Keough
Subject: Re: Newberry Hill Land Exchange Comments

Mr. Keough
I understand that there is a meeting scheduled for tomorrow evening on the Newberry Hill Land Exchange. Has any thought been given to DNR retaining KRRC's lease and moving the club to the new area? KRRC has long planned to rebuild their range and abandon the existing developed area (details of plan on file at County DCD). Such a move would allow KRRC to rebuild their range to suit their plans for expansion, eliminate the exclusion of all other users from a very large percentage of the proposed Heritage Park, and relieve the County of liability concerns related to the range. Just a thought. By the way, KRRC is claiming the County has no choice but to sell the land the club occupies to them. I will beat any legitimate offer for the 130 acres KRRC is offering to buy.
Sincerely
T. L. Allison
tncallison@[redacted]
----- Original Message -----
From: "Matt Keough" <MKeough@co.kitsap.wa.us>
To: <tncallison@[redacted]
Cc: "Chip Faver" <CFaver@co.kitsap.wa.us>
Sent: Monday, March 16, 2009 9:55 AM
Subject: Newberry Hill Land Exchange Comments

Dear Ms. Allison,

Thank you for including Kitsap County Parks and Recreation with your concerns. I assure you that your comments will be reviewed by County officials prior to any formal County action. At this time, no action is officially planned, but I will be sure to include notice to you for future discussions. It is good to be in contact with you.

I trust you are aware of the Department of Natural Resources (DNR) meeting this Wednesday, 3/18, 6-8PM is the first step in the process of a land exchange. If you would like your comments to be considered testimony, please forward them directly to the DNR, Asset Management and Recreation Division, Land Exchange No. 86-81861, PO Box 47014, Olympia WA 98504 or
email to exchanges@dnr.wa.gov . The DNR deadline for public testimony is April 13, 2009.

Sincerely yours,
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

Don Burger

From: Port Blakely Conference Room #370 [Port Blakely Conference Room #370@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 12:10 PM
To: Carolyn Siems
Subject: Re: krrc

Your request for this conference room has been accepted. If you reschedule your appointment please include the conference room in your plans.

Don Burger

From: Carolyn Siems [Csiems@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 12:34 PM
To: Josh W. Brown
Subject: Call today - KRRC

I will call you at 3:30, along with the others.

Don Burger

From: Carolyn Siems [Csiems@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 12:51 PM
To: Kevin M. Howell
Subject: Re: Rodda Paint, etc.

Another subject -

[redacted]

>>> Kevin Howell 4/14/2009 12:49 PM >>>
Thanks Carolyn.

[redacted]

KH

>>> Carolyn Siems 4/14/2009 11:16 AM >>>
Good morning -

Josh and I briefly talked about the tenants in our building - this is my understanding of the current leases:

1. Jefferson County Health District - lease expires 4/30/2009

2. IRS - We don't have a current signed lease with them (per Brian) due to a technicality (I need to do some more research on this one unless you know about it).

3. Rodda Paint - Brian has just submitted a lease extension for them to go to the Board for signature - i suggest we do not execute and go month to month.

Josh would like them all out by December 31, 2009. I plan on contacting Ric Bearbower to let him know of this new information on termination. I will need some help from you for termination letters, etc. Let me know when you have time to discuss (doesn't need to be immediate).

Thanks...

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 1:06 PM
To: Carolyn Siems
Cc: Tracey L. Hamilton-Oril
Subject: Re: Rodda Paint, etc.

[redacted]

>>> Carolyn Siems 4/14/2009 12:51 PM >>>
Another subject -

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Thanks...

Don Burger

From: Tracey L. Hamilton-Oril [THamilto@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 1:12 PM
To: Kevin M. Howell
Subject: Re: Rodda Paint, etc.

[redacted]

>>> Kevin Howell 4/14/2009 1:06 PM >>>
[redacted]

>>> Carolyn Siems 4/14/2009 12:51 PM >>>
Another subject -

[redacted]

>>> Kevin Howell 4/14/2009 12:49 PM >>>
Thanks Carolyn.

I believe the deal with GSA (acting on behalf of the IRS) is that the entity that conveyed the property to Kitsap is not the same entity that originally signed the lease for the IRS space. My advice to Brian has been to contact the title company who insured the county's purchase and inquire there how they came to accept the grantor-entity as the owner in fee title. That should satisfy even the pinheads in the local GSA office!

KH

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Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Tuesday, April 14, 2009 1:20 PM
To: Tracey L. Hamilton-Oril
Subject: Re: Rodda Paint, etc.

[redacted]

>>> Tracey Hamilton-Oril 4/14/2009 1:11 PM >>>
[redacted]

>>> Kevin Howell 4/14/2009 1:06 PM >>>
[redacted]

>>> Carolyn Siems 4/14/2009 12:51 PM >>>
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[redacted]

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Don Burger

From: Glenn Maiers [gmaiers@[redacted]
Sent: Wednesday, April 15, 2009 6:16 AM
To: Steve Bauer
Subject: Re: POSSIBLE SPAM! SCORE = 6.5 NOT TOTALLY FOR KRRC
Attachments: Re: POSSIBLE SPAM! SCORE = 6.5 NOT TOTALLY FOR KRRC

Mr. Bauer,

Please find attached Mr. Brown's response to my email.

Yours,
Glenn Maiers
----- Original Message -----
From: "Steve Bauer" <sbauer@co.kitsap.wa.us>
To: "Charlotte Garrido" <CGarrido@co.kitsap.wa.us>; "Josh Brown" <JWbrown@co.kitsap.wa.us>; "Glenn Maiers" <gmaiers@[redacted]>
Cc: "Chip Faver" <CFaver@co.kitsap.wa.us>; "Nancy Grennan" <NBGrenn@co.kitsap.wa.us>
Sent: Sunday, April 12, 2009 11:48 AM
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I look forward to your replies.

Yours,
Glenn Maiers

Don Burger

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To: "Charlotte Garrido" <CGarrido@co.kitsap.wa.us>; "Josh Brown" <JWbrown@co.kitsap.wa.us>; "Glenn Maiers" <gmaiers@[redacted]>
Cc: "Chip Faver" <CFaver@co.kitsap.wa.us>; "Nancy Grennan" <NBGrenn@co.kitsap.wa.us>
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Glenn Maiers

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Wednesday, April 15, 2009 4:32 PM
To: jimryan@rsulaw.com
Cc: Tracey L. Hamilton-Oril
Subject: County/Gun Club Sale

Jim,

Can't remember if I mentioned RCW 39.33.020 as an alternate method of achieving a spinoff sale to the gun folks. Failing to remember is becoming a real nuisance at times.

Stand by.

Kevin

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Cathie Ames [cathiea@landtitleco.net]
Sent: Thursday, April 16, 2009 11:20 AM
To: Terri Lyman
Subject: RE: YES!

Good morning. Yes, just the parcel numbers (and legal descriptions, if you have them) will be good to get us started on the Commitment.

When the Exchange Agreement and the Gun Club Purchase Agreements are completed, send those along and I will get the escrows opened.

Thank you for sending this to us. Your business is greatly appreciated.

Cathie Ames,
Limited Practice Officer
Commercial Settlement Agent
9657 Levin Road NW
Silverdale, WA 98383
(800) 950-4321
(360) 692-4033
(360) 692-8669 (facsimile)

-----Original Message-----
From: Terri Lyman [mailto:TLyman@co.kitsap.wa.us]
Sent: Thursday, April 16, 2009 10:58 AM
To: cathiea@landtitleco.net
Cc: Chip Faver; Kevin Howell; Matt Keough
Subject: YES!

Thank you, Cathie! Kevin forwarded your e-mail.

Yes, we received confirmation from DNR to have the closing happen in your office.

So, please go ahead and order the commitment - let me know what you need. I'm assuming you'll need all of the parcel numbers!

Thanks, again, for taking care of us!

Terri

Terri Lyman
Parks Planning Specialist
Kitsap County Parks and Recreation
614 Division, MS-1
Port Orchard, WA 98366
tlyman@co.kitsap.wa.us
360-337-5358

Don Burger

From: Terri Lyman [TLyman@co.kitsap.wa.us]
Sent: Thursday, April 16, 2009 11:24 AM
To: Cathie Ames
Cc: Chip Faver; Kevin M. Howell; Matt Keough
Subject: RE: YES!

Thanks, Cathie. I'll get the parcel numbers and legals to you shortly. tl

Terri Lyman
Parks Planning Specialist
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Port Orchard, WA 98366
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Terri Lyman
Parks Planning Specialist

Kitsap County Parks and Recreation
614 Division, MS-1
Port Orchard, WA 98366
tlyman@co.kitsap.wa.us
360-337-5358

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Thursday, April 16, 2009 11:38 AM
To: Matt Keough
Cc: Chip Faver; Tracey L. Hamilton-Oril
Subject: RE: DNR Exchange

[redacted]

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

>>> Matt Keough 4/16/2009 11:32 AM >>>
[redacted]

[redacted]

[redacted]

-----Original Message-----
From: Kevin Howell <kmhowell@co.kitsap.wa.us>
Sent: Thursday, April 16, 2009 9:16 AM
To: Matt Keough <MKeough@co.kitsap.wa.us>
Cc: Tracey Hamilton-Oril <THamilto@co.kitsap.wa.us>; Chip Faver <CFaver@co.kitsap.wa.us>
Subject: DNR Exchange

Matt:

[redacted]

Thanks for your prompt attention.

Kevin M. Howell
Deputy Prosecuting Attorney for Kitsap County
Civil Division
614 Division Street, MS-35A
Port Orchard, WA 98366
Email: kmhowell@co.kitsap.wa.us
Phone: (360) 337-7268
Fax: (360) 337-7083

Don Burger

From: Kevin M. Howell [KMHowell@co.kitsap.wa.us]
Sent: Thursday, April 16, 2009 12:01 PM
To: Tracey L. Hamilton-Oril
Subject: Fwd: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)
Attachments: 1 AGREEMENT RE SPECIAL USE LEASE -lease amend only - 4-10-09.doc; 2 AGREEMENT RE SPECIAL USE LEASE with option to negotiate in good faith 4-10-09.doc; 3 AGREEMENT RE SPECIAL USE LEASE with option to purchase terms 4-10-09.doc

>>> "B. REGINA TAYLOR" <bregina.taylor@comcast.net> 4/10/2009 4:34 PM >>>

[redacted]

[redacted]

[redacted]

[redacted]

B. Regina Taylor
9353 Central Valley Rd. NW, Suite 2
Bremerton, WA 98311
Ph. 360-698-5522 Fax 360-698-2584

NOTICE: THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM/WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

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If you have received this communication in error, please notify us immediately by e-mail and delete the communication from your computer. Thank you.

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment Only)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

WHEREAS, the State of Washington, Department of Natural Resources (hereinafter "State"), is the "owner" of certain real property located at 4900 Seabeck Highway N.W., Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with a possible option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that the Special Use Lease shall be amended to reflect the following:

a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.

b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31, 2024.

c. **Lease Payment Amounts.** The lease payments due for the 72 acres shall be paid in annual payments as set forth in the current lease based on previous lease price of $7200 per annum and shall be applied to the purchase price.

d. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".

e. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land with current heavy land use area grandfathered.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements**. Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

5. **Agreement to Cooperate.** The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Binding Agreement.** The terms of this Agreement are contractual and not a mere recital. This release shall bind the heirs, personal representatives, successors and assigns of the parties.

7. **Attorney's Fees.** In the event of any legal action to enforce the provisions of this Release, the prevailing party therein shall recover costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

_____

_____

_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

AGREEMENT RE SPECIAL USE LEASE
(Lease Amendment with Agreement to Negotiate Option to Purchase)

THIS AGREEMENT is executed this ____ day of _____, 2009, by and between **KITSAP COUNTY** (hereinafter "County"), and **KITSAP RIFLE AND REVOLVER CLUB**, a historic and not-for profit corporation (hereinafter "KRRC");

WHEREAS, STATE OF WASHINGTON, Department of Natural Resources (hereinafter "State"), is the owner of certain real property located at 4900 Seabeck Highway NW, Bremerton, Washington;

WHEREAS, State and County are in the process of completing a Land Exchange for certain real property which includes the area currently leased to the KRRC which will result in the County owning the land;

WHEREAS, the KRRC has expressed its desire to continue the current lease with the understanding that certain provisions of the lease would be extended to a 15-year lease with option to purchase when the property and the lease is transferred to the County;

WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, including the leased premises;

WHEREAS, if the Land Exchange is not completed, the State is willing to Amend the Lease pursuant to Part 1 (Amendment to the Lease);

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to the Lease.** The parties agree that when the Land Exchange is complete, the Special Use Lease shall be amended to reflect the following:
   a. **Removal of the "Early Termination Clause."** Section 4.03 of the lease which provides for the termination of the lease in 60-days for a "higher and better use" shall be deleted.
   b. **Extension of Lease to a 15-year Lease Ending in 2024.** The lease termination date shall be extended to December 31st, 2024.
   c. **New Lease to be Signed by May 31st, 2009.** A new lease with the amended terms shall be signed no later than May 31st, 2009 by the County. The new lease shall be effective upon signing. The new lease shall continue in full force and effect with no change in conditions or terms unless otherwise agreed by the parties is writing, or as contemplated by this Agreement with the addition of the Option to Purchase.
   d. **Lease Payment Amounts.** The lease payments due for the current 72 acres shall be paid in annual payments as set forth in the current lease at $7200 per annum with all lease payments to be applied to the purchase price.
   e. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
   f. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be negotiated in good faith.

3. **Other Terms and Conditions**:

a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.

b. **Classes for the Public**. KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.

c. **Acknowledgement re Shooting Sports**. Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

d. **Buffer Area**. Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.

e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.

f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-

supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting range managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

3. **Warrant of Capacity to Execute Settlement Agreement**. The parties represent and warrant that that they have the full right and authority to execute this Agreement as set forth herein.

4. **No Reliance on Statements**. Except as otherwise provided herein, the parties acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement or representation of either party, their agents or representatives.

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COUNTY OF KITSAP)

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Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

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WHEREAS, the County has agreed that upon receipt of the land upon completion of the Land Exchange that it will agree to the changes requested in the lease, set forth in Part 1 below (Amendment to the Lease);

WHEREAS, the County has agreed to enter into good-faith negotiations to further amend the lease by providing for an Option to Purchase 130 acres, included the leased premises;

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   e. **Legal Description of Leased Area**. The legal description of the leased area is hereby attached hereto as Exhibit "A", as set forth on the map attached hereto as Exhibit "B".
   f. **All other terms**. All other terms of the existing lease shall be continued until purchase of the land with the current heavy use area grandfathered.

2. **Option to Purchase.** In addition to the foregoing agreement to amend the lease, the parties agree that upon transfer of the land to the County, as part of the terms of the land exchange, an option to purchase (between Kitsap County and KRRC) shall be signed which will be negotiated in good faith and include the following terms and conditions:

a. **Purchase Option.** Kitsap County agrees to sign an option to sell 130 acres to KRRC, the area legally described on **Exhibit A** attached, including the current developed range area, to Kitsap Rifle & Revolver Club, Inc. for a reasonable purchase price $260,000 ($2000 per acre).

b. **Exercise of Option**. KRRC shall exercise its option to purchase no later than three years after execution of the option to purchase;

c. **Option Area to Remain Undeveloped**. Until the period for exercise of the option has expired, the County will not allow the additional acres covered by the option to be developed by any other entity.

d. **Completion of Sale.** The sale of all lands to the club will be final prior to the end of the KRRC lease termination in 2024.

e. **Application of Lease Payments to Purchase Price.** All lease monies collected by the county will be applied to the purchase price of the property.

f. **No Penalties for Early Purchase.** At any time during the 15-year lease period KRRC may pay the balance in full with no early payoff penalty.

g. **Property Uses.** The subject property shall remain a shooting range after the sale. The County may need to create one or more parcels for the sale. Zoning and conditional use permits associated with the sale parcel(s) must be consistent with the operation and future expansion of rifle and pistol range activities, including but not limited to the uses shown on **Exhibit C (Map of Future Activities)** attached.

h. **Sale Price.** Sale price of $2000 per acre ($260,000) or at the value determined by the DNR/Kitsap County appraisal associated with the 2009 DNR Newberry Hill Land Exchange, whichever is lower.

i. **Grandfathered Land Use.** The 8 acres of current heavy use area shall be fully 'grandfathered' with respect to land use restrictions.

j. **No unreasonable restrictions on Future Land Use.** No unreasonable restriction on fully developing the 122 remaining acres as a range facility

k. **Execution of Sale Agreement.** Sale agreement to be fully executed prior to April 30, 2009.

l. **Retention of Conservation Easement.** KRRC may agree to allow Kitsap County to retain a conservation easement which protects some wetlands and wildlife habitats from most forms of development. KRRC may agree to sell residential development rights to the county, reducing the total price paid by KRRC to the county.

3. **Other Terms and Conditions**:

a. **Safe Operation of Premises.** KRRC agrees to operate the range in a safe and prudent manner.

b. **Classes for the Public**. KRRC agrees to provide gun safety training, hunter education classes and other classes to the public.

c. **Acknowledgement re Shooting Sports**. Kitsap County and its Department of Parks and Recreation hereby acknowledge that shooting sports are a recognized recreational activity. Kitsap County agrees that it

will list on its website web-links to all 'open to the public' ranges in the county on parks website and other recreational information publications generated by Kitsap County. (KRRC, Poulsbo Sportsman's Club, Bremerton Trap & Skeet, Bainbridge Is. Sportsman's Club)

d. **Buffer Area**. Recreation and other uses not compatible with target shooting will not be permitted within the 130-acre lease area. It may be necessary for the county to provide an even larger buffer area adjacent to the lease area to protect public safety.

e. **Inclusion in Heritage Park Planning.** The long-range Newberry Heritage Parks plan will include KRRC and the shooting range as a recognized, (mapped) element requiring special consideration from other recreational uses.

f. **Priority of Existing Use.** Due to the long-standing use of the area as a shooting range managed by KRRC, all other recreational uses and county-supported recreational improvements and development will be subordinate to use of the existing lease area as a shooting ranges managed by KRRC.

g. **Long-term Commitment to Support Shooting Sports.** Kitsap County Parks and Recreation recognizes that the signing of the 15-year lease with KRRC evidences a long-term commitment by the county to support its citizens in the shooting sports as a recreational activity within the Newberry Hill Heritage Park/Central Kitsap Greenway area. The County will begin any Land Use planning activity associated with those properties

with the assumption that the target shooting range is the PREFERRED LONG-TERM USE OF ALL LANDS WITHIN THE EXISTING LEASE AREA.

h. **Support for Land Exchange.** Based on the foregoing agreed terms, KRRC whole-heartedly supports the DNR land exchange.

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IN WITNESS WHEREOF, the parties hereto have executed this document on the _____ day of _____, 2009.

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STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she was authorized to and signed the same as the free and voluntary act and deed of said organization for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

STATE OF WASHINGTON)
:
COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he or she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

_____
Notary Public in and for the State of Washington,
Residing at _____

My commission expires:_____

Don Burger

From: DNR [BRADFORD.PRUITT@dnr.wa.gov]
Sent: Thursday, April 16, 2009 1:10 PM
To: Matt Keough; PAT (DNR) HENNESSY
Cc: DOUG (DNR) McCLELLAND
Subject: RE: KRRC Lease
Attachments: Maiers Ltr to Gov.pdf

Matt, please see the string of e-mails and the attachment.

Doug this is only for your FYI

The three of us should briefly talk about Mr. Maiers concerns. I believe he supports the DNR/Kitsap County exchange and does not want to do anything to impact the transaction. His concerns lie in how KRRC is operating and what is the best most productive use of the lease. DNR said we would be willing discuss the lease with him, but we wouldn't be the lessor if the exchange goes thought as proposed.

Pat, I can get together with you at the compound and we can call Matt from there to conference. When should we to this?

Brad

From: HENNESSY, PAT (DNR)
Sent: Thursday, April 16, 2009 9:09 AM
To: 'Glenn Maiers'
Cc: PRUITT, BRAD (DNR)
Subject: RE: KRRC Lease

Glenn,

Likewise, it was nice to visit with you Monday. My apologies for my slow response.

Email addresses:
**Chip Favor, Parks and Rec Manager, CFaver@co.kitsap.wa.us

**Matt Keough, Project Manager, MKeough@co.kitsap.wa.us

**Brad Pruitt, DNR's Exchange Lead Person, brad.pruitt@dnr.wa.gov

Brad will visit with Matt Keough in the near future. Brad will advise you when that has occurred.

Call me at 360 596-5149 if you have any concerns or need more information.

Thank You,
Patrick Hennessy

From: Glenn Maiers [mailto:gmaiers@[redacted]]
Sent: Wednesday, April 15, 2009 3:31 PM
To: HENNESSY, PAT (DNR)
Subject: Re: KRRC Lease

Mr. Hennessy,

Enjoyed our phone call the other day. Have you had an opportunity to forward my concerns to the Kitsap County Parks folks? Also, could I get the point of contact info for the Parks folks you are dealing with? Thank you.

Yours,
Glenn Maiers

----- Original Message -----
From: HENNESSY, PAT (DNR)
To: gmaiers@[redacted]
Sent: Thursday, April 09, 2009 10:55 AM
Subject: FW: KRRC Lease

Mr. Maiers,
I returned to my office this morning and wanted to respond promptly. I prefer to visit by phone, or in person, to discuss the lease and land trade in a more effective manner than by trading email messages. In calling your office, I noted your absence the 9th, 10th and most of the 13th. I then called and left a voice mail on your home phone. At your convenience, please call me at (360) 596-5149.
Thank you,
Pat Hennessy
DNR

From: HENNESSY, PAT (DNR)
Sent: Friday, April 03, 2009 12:33 PM
To: 'Glenn Maiers'
Subject: RE: KRRC Lease

Mr. Maiers,

Thank you for your reply. I would like to take this opportunity to review the lease agreement further regarding use of the property by parties other than the Club. I must confer with a manager who is out this week and I'll be out of my office April 6 to 9. Please anticipate a reply in one week. Thank you for your patience.

Best Regards,
Pat Hennessy DNR
360.596-5149

From: Glenn Maiers [mailto:gmaiers@[redacted]]
Sent: Wednesday, April 01, 2009 8:58 PM
To: HENNESSY, PAT (DNR)
Subject: Re: KRRC Lease

Mr. Hennessy,

Thank you for your reply. The club initially negotiated a 10 year lease back in 2002 or 2003. The club's executive officer, Marcus Carter, represented the gun club in these negotiations. At that time Mr. Carter, through his company NFI, was receiving thousands of dollars from a company named Surgical Shooters, Inc. with whom the Navy first contracted for security training after 9/11. Mr. Carter's role was arranging the use of the club ranges for SSI's use. Mr. Carter then shared some of this money with the club.

This Navy training is still being conducted four days per month, according to the club's website. Firearms Academy of Hawaii is the current Navy contractor (the third or fourth, all of who used the club ranges) and who knows how much and to who they are paying for the use of that land? And what other training or classes NFI is receiving money for? Last

year, when the club was questioned about this arrangement by one of its' members, the club's response was to try and throw that member out.

So, unless I read your response incorrectly, there is nothing that the state can or will do to either investigate the club's lease, seek a larger payment based on the unreported increased use or to correct this loophole in the lease. And that seems so wrong on several levels. I look forward to your response.

Yours,
Glenn Maiers

----- Original Message -----
From: HENNESSY, PAT (DNR)
To: gmaiers@[redacted]
Cc: McCLELLAND, DOUG (DNR)
Sent: Wednesday, April 01, 2009 4:28 PM
Subject: KRRC Lease

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Your first question was if the lease took onto account that a for profit company was using the property for profit in addition to the club's use. No, the lease agreement does not take into account use of the premises by other users.

You also asked if the club's lease was based solely on the membership's use of the property. Yes, I believe it was negotiated based just on Club use.

And, if so, you asked if NFI's use of the property needs to be taken into account with reference to lease rates. The lease agreement does not address who can use the premises. It only specifies the authorized (allowed) uses of the premises. From a landlord standpoint, it makes sense that a lessee would share revenue from commercial endeavors. In this case, the lease is silent in defining and/or billing for additional users.

I hope the above replies sufficiently address your questions. If you have additional lease agreement questions, please email a reply or call me at (360) 596-5149. Please note that I will be unavailable April 6, 7, and 8.

Thank you,

Pat Hennessy

DNR

(360) 596-5149

RECEIVED
FEB 1 1 2004
OFFICE OF THE GOVERNOR

1290 Huckle Drive
Bremerton, WA 98311
February 9, 2004

The Honorable Gary Locke
P.O. Box 40002
Olympia, WA 98504-0002

Dear Governor Locke,

I write in the hope that maybe you could enlighten me on how and why our Department of Natural Resources (DNR) can lease school trust land to the lowest bidder?

The specifics are as follows. Kitsap Rifle & Revolver Club (KRRC) had rented 76 of a 380 acre parcel of school trust land on Seabeck Highway here in Kitsap county. Their lease expired back in 1999 and they continued operating there without a signed agreement. A company named Blackwater USA approached KRRC about renting their range but the club's representative demanded over $100,000 annually payable to him. Blackwater then contacted DNR about leasing that plot long term and how much would the rent be? DNR claimed that a reassessment of the land was necessary to determine the fair market value/rent and they'd be in touch. One month later, DNR executed a 15 year lease with KRRC without ever contacting Blackwater. No reassessment report. No rental price. Nothing.

Blackwater's proposal to enlarge the range, add classrooms and other amenities would have made it into a world class operation similar to their facility in North Carolina. Business (and tax revenues) would have been generated. Blackwater even went so far as to offer KRRC members the use of these new facilities for free! This was a win-win situation for everyone except KRRC's representative, who coincidentally, negotiated the club's current lease with DNR.

KRRC's new lease now encompasses only seven acres (vice the 76 acres they used to rent) for $6,800 for the first five years of the 15 year lease. Blackwater would have rented the entire plot or a fraction thereof for over $60,000 per year. On paper it appears that KRRC is paying almost $1,000 per acre per year and that Blackwater's rent per acre would have been lower. However, no other income is being derived from that parcel <u>except</u> what KRRC is now paying.

DNR's "deal" will cost over three quarters of a million dollars over the life of the lease and denied the shooters of Kitsap county access to what would have been a superb and much needed facility. So again I ask: How can DNR ink a deal for less money on land which is, by law, supposed to earn the greatest amount possible for the state coffers?

Yours truly,

Glenn R. Maiers

Don Burger

From: DNR [BRADFORD.PRUITT@dnr.wa.gov]
Sent: Thursday, April 16, 2009 1:22 PM
To: Glenn Maiers; PAT (DNR) HENNESSY
Cc: Matt Keough
Subject: RE: KRRC Lease

Mr. Maires, I have forwarded the string of e-mails to Matt Keough, Project Manager for the Newberry Hill Land Exchange. I have asked Matt for time to discuss your concerns. Thanks, Brad Pruitt (360) 584-5037

From: HENNESSY, PAT (DNR)
Sent: Thursday, April 16, 2009 9:09 AM
To: 'Glenn Maiers'
Cc: PRUITT, BRAD (DNR)
Subject: RE: KRRC Lease

Glenn,

Likewise, it was nice to visit with you Monday. My apologies for my slow response.

Email addresses:
**Chip Favor, Parks and Rec Manager, CFaver@co.kitsap.wa.us

**Matt Keough, Project Manager, MKeough@co.kitsap.wa.us

**Brad Pruitt, DNR's Exchange Lead Person, brad.pruitt@dnr.wa.gov

Brad will visit with Matt Keough in the near future. Brad will advise you when that has occurred.

Call me at 360 596-5149 if you have any concerns or need more information.

Thank You,
Patrick Hennessy

From: Glenn Maiers [mailto:gmaiers@[redacted]]
Sent: Wednesday, April 15, 2009 3:31 PM
To: HENNESSY, PAT (DNR)
Subject: Re: KRRC Lease

Mr. Hennessy,

Enjoyed our phone call the other day. Have you had an opportunity to forward my concerns to the Kitsap County Parks folks? Also, could I get the point of contact info for the Parks folks you are dealing with? Thank you.

Yours,
Glenn Maiers

> ----- Original Message -----
> **From:** HENNESSY, PAT (DNR)
> **To:** gmaiers@silverlink.net
> **Sent:** Thursday, April 09, 2009 10:55 AM
> **Subject:** FW: KRRC Lease

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DNR

(360) 596-5149

Don Burger

From: Alison OSullivan [aosullivan@suquamish.nsn.us]
Sent: Friday, April 17, 2009 8:50 AM
To: Matt Keough
Subject: KRRC

Matt,
Would you send me a map that shows the additional lands (60 acres) that may be sold to the gun club. There are extensive wetlands around that area (headwaters of Chico Creek) and the gun club has a history of grading and filling without permits (as well as not adhering to the noise ordinance).....if they were good stewards and followed the rules to begin with it wouldn't be a big deal but.....the Tribe is very concerned about any potential impacts to Chico Creek or its tributaries as it is the most productive salmon stream in Kitsap and culturally significant to the Tribe.

Also would shifting the shooting range to the north cause the noise to carry over the open water wetland and disturb wildlife (and potentially more neighbors??). Would that shift the range so people would be shooting towards the park?

It is unfortunate that the gun club has scared off alot of people from testifying their opinions. I have had several folks come to me and say that they attended the hearing but were afraid to speak because of so many somewhat aggressive gun club folks (their description - not mine - I did not attend).
Alison

Alison O'Sullivan
Biologist, Suquamish Tribe
P.O. Box 498
Suquamish, WA 98392
phone: (360) 394-8447
fax: (360) 598-4666

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 17, 2009 8:58 AM
To: Chip Faver
Subject: Fwd: KRRC

I HAVE A 10:30 AM PHONE APPOINTMENT WITH JOSH BROWN - set late yesterday afternoon.

Its a general update but I would like to share this input with him.

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

>>> "Alison Osullivan" < aosullivan@suquamish.nsn.us > 4/17/2009 8:49 AM >>>
Matt,
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Suquamish, WA 98392
phone: (360) 394-8447
fax: (360) 598-4666

Don Burger

From: Matt Keough [MKeough@co.kitsap.wa.us]
Sent: Friday, April 17, 2009 12:49 PM
To: B. Regina Taylor
Cc: Chip Faver; Kevin M. Howell
Subject: Re: Meeting on 4-10-09 - KRRC/Kitsap County Dept. of Parks & Recreation (Marcus Carter, B. Regina Taylor, Chip Faver, Matt Keough)

Regina,

Please forgive my tardiness in my reply. I was away from the office yesterday, attending various sessions/meetings and was not able to follow up on your request for the appraisals. I did speak with DNR yesterday though about your request (as DNR was part of the appraisal order and acceptance process). Unfortunately, DNR is uncomfortable with us releasing the appraisal information for fear of precedence setting - it would be atypical for them. This morning, I spent this morning talking more with Kevin and others - mostly regarding process but also on the appraisal request - and have wanted to reach some conclusions before contacting you. Still working towards those conclusions now... May try to have the two of you talk directly so not to have "3-party" issues! There is encouraging progress to share though so do stay tuned.

Please confirm receipt of this email and further details as the day progresses!

Thank you for your patience.
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

>>> "B. REGINA TAYLOR" < bregina.taylor@[redacted] > 4/10/2009 4:34 PM
>>> >>>
Chip Faver & Matt Keough:

This is email is to follow-up on meeting today. We were very encouraged by the direction that you informed us are the County's goals regarding the KRRC Lease and the Land Exchange.

It is my understanding that the following points were made:

1. Kitsap County would like to "partner" with KRRC to provide a Regional Shooting Facility. Kitsap County agrees with KRRC that working together would be a win-win.

2. There were a number of administrative issues and some erroneous assumptions made about communications that resulted in a shorter timeframe for the process and KRRC finding out about the process at a late juncture.

3. Given the current time table necessary to complete the land exchange and the need to eliminate the potential liability to Kitsap County of owning land with a gun range on it, Kitsap County would like to structure the land exchange to provide a closing in which KRRC will purchase the property outright with the fee to transfer to KRRC immediately after Kitsap County receives the land from DNR.

4. Our goal will be to try to structure the purchase and sale around the 130 acres (including the 72 acres currently under lease) that is requested by KRRC with purchase based on the appraisal for the land purchase exchange, subject to some adjustments and conditions to be negotiated in further detail in the near future. We noted that a North/South orientation for the ranges and 130 acres would create a safer recreational operation.

5. There is a possibility that the purchase will have to be completed in two phases, with 72 acres occurring as part of the land exchange closing and with the remaining approximately 60 acres being completed at a later point.

6. Procedurally, it is believed by the County that under current law, the 72-acre portion under lease will not need to be publicly auction, but that the 60 acres may require a public auction process. Also, both processes will require a public hearing.

7. As for financing, if possible, Kitsap County would prefer to have all of the money at closing but may take a Deed of Trust to help with the transaction. We would look into the possibility of "in kind" payments (i.e. value of services to the Sheriff's Office put toward the amount owed). KRRC is confident that if the Purchase Agreement is signed as soon as possible, we will have no problem getting the funds together in a timely fashion.

8. The preliminary appraisal price is $4,000 an acre, but that amount is not confirmed until completion of the appraisal review which should occur shortly. We discuss that further negotiation of this price will occur based on some conditions regarding development rights that would occur. KRRC mention that it was vital that we have the ability to develop the land according to our long-range plan, including a 600-yard rifle range.

9. We discussed how wonderful it would be when (not if) Seattle were to sponsor an Olympics; with this development, KRRC will be in a position to provide a recognized sport venue for the shooting events (which typically medal first).

10. Development of KRRC as an important resource for Kitsap County's community by selling the land and cooperating with the development within the overall plan for this area will have be beneficial because (a) instead of spending County dollars to develop the facility, KRRC will actually put money into County coffers which would enable Kitsap County to purchase more of the land to make the Newberry Hill Heritage Park a reality; (b) KRRC will minimize the risk to the County for the gun range by taking responsibility for the activities on its own land; (c) KRRC and the County will work together toward responsible stewardship of the land being purchased.

11. The "official" public input for the land exchange is being taken by the DNR and ends on April 13, 2009.

12. There will be a meeting on April 15, 2009 for the Parks & Recreation. The Newberry Hill Heritage Park is on the agenda with other important issues. It would be helpful to know that written testimony will be taken up to two weeks after the hearing so that speakers on behalf of the gun club can keep their oral testimony short and to the point. Also, as to the purchase itself, there will be an "official" public hearing on the purchase(s).

13. Kevin Howell, Civil Division of the Prosecuting Attorney, will be handling the sale documents. To assist in expediting the process, KRRC will forward the versions of the Agreement between Kitsap County and KRRC to Kevin Howell, Chip Faver & Matt Keough. (See attachments.)

If I have misunderstood the points made or if there are any additional points you would like to add to the foregoing, please do not hesitate to contact me. I will be following up with Kevin Howell directly to get the Purchase Agreement completed and to iron out more of the details. The parties noted above will be included in all communications as this process goes forward.

Regina Taylor

B. Regina Taylor

9353 Central Valley Rd. NW, Suite 2

Bremerton, WA 98311

Ph. 360-698-5522 Fax 360-698-2584

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If you have received this communication in error, please notify us immediately by e-mail and delete the communication from your computer.
Thank you.

Don Burger

From: Ron Mox [nodog@[redacted]
Sent: Friday, April 17, 2009 1:00 PM
To: John Szymanski; Mike Gordon; Michael F. Adams
Subject: DNR Land behind Klahowya

Group,

I have been in contact with Karen Robertson 360 802-7008; she is the land use person for South Sound Division of the DNR. She is checking with Olympia to determine which parcels of land, we would need for the exercise. She believes the area, we wish to use is part of the land swap involving DNR and Kitsap County. (See Apr. 17th Kitsap Sun page A1 and A3 Gun Club Could End Up Owning Acreage) If the parcels are involved in the land swap DNR is not inclined to encumber the parcels.

She will send me a map of the area with parcel numbers so we can determine which parcels we will need. I expect I will not see anything from Karen until Monday or Tuesday.

We should take a road trip to check the area out some time next week.

FYI

Ron

Don Burger

From: RProctor Rob [RProctor@edrnet.com]
Sent: Monday, April 20, 2009 8:35 AM
To: Matt Keough
Subject: EDR Overview and reports
Attachments: Kitsap County report.pdf; Kitsap Map Report.pdf; EDR_CLG.pdf; Government Services From EDR 2008.pdf

Dear Matthew,

Thanks for your time last week, I have attached a brief overview of EDR.

Per our conversation, I wanted to give you a quick snapshot on how we deliver our data to our clients.

I sent you a quick idea on what type of liabilities could be associated with the Kitsap Rifle and Revolver club and I also included
some maps of the location with the surrounding areas.

I look forward to our meeting tomorrow.
We can use this site as an example for your team.

Best regards,

Rob

Rob Proctor
Regional Manager
West Coast
866.783.3705
rproctor@edrnet.com
www.edrnet.com
http://www.youtube.com/watch?v=SV2ByAskRfI

EDR OnDemand™

April 17, 2009

Project: r
Contact: r

EDR® Environmental Data Resources Inc

SUMMARY

1 **TRIANGLE IMPORT REPAIR** ..... Page 4
1815 SEABECK HWY NW, BREMERTON, WA 98312
RCRA-NLR: RCRA - Non Generators
FINDS: Facility Index System/Facility Registry System
UST: Underground Storage Tank Database

2 **FOX HAULING AND MATERIALS** ..... Page 11
1815 SEABECK HY NW, BREMERTON, WA
SPILLS: Reported Spills

3 **FERRELL GAS INC** ..... Page 12
1961 SEABECK HWY, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

4 **FERRELL GAS INC** ..... Page 19
1961 SEABECK HWY, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

5 **FERRELLGAS BREMERTON** ..... Page 23
1961 SEABECK HWY NW, BREMERTON, WA 98312
FINDS: Facility Index System/Facility Registry System

6 **PUBLIC WORKS** ..... Page 24
1971 SEABECK HWY, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

7 **KITSAP CNTY DPW CENTRAL RD SHO** ..... Page 26
1971 SEABECK HWY NW, BREMERTON, WA 98312
PCS: Permit Compliance System

8 **KITSAP CNTY CENTRAL ROAD SHOP** ..... Page 27
1971 SEABECK HWY NW, BREMERTON, WA 98312
RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators
FINDS: Facility Index System/Facility Registry System
UST: Underground Storage Tank Database
MANIFEST: Hazardous Waste Manifest Data
NPDES: Water Quality Permit System Data

9 **RODGERS LANDSCAPING & MAINTE** ..... Page 39
2075 SEABECK HWY NW, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

10 **PUGET SOUND ENERGY** ..... Page 45
2571 SEABECK HWY, BREMERTON, WA
SPILLS: Reported Spills

11 **US NAVY RES CAMP WESLEY HARRIS** ..... Page 46
4673 SEABECK HWY NW, BREMERTON, WA 98312
CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

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SUMMARY

RCRA-NLR: RCRA - Non Generators
FINDS: Facility Index System/Facility Registry System
MANIFEST: Hazardous Waste Manifest Data

12 **QWEST CORPORATION** ..... **Page 57**
HINZVILLE AND SEABECK, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

13 **HOLLY DUMP** ..... **Page 59**
NW SEABECK HOLLY RD, BREMERTON, WA 98312
FINDS: Facility Index System/Facility Registry System

14 **HOLLY DUMP** ..... **Page 60**
NW SEABECK HOLLY RD, BREMERTON, WA 98312
HWS: Confirmed and Suspected Contaminated Sites List

15 **WHISPERING WINDS INC** ..... **Page 63**
RIFLEMAN SALE - OFF SEABECK HW, BREMERTON, WA 98310
OSHA: Occupational Safety and Health Administration

16 **PSE- PUGET SOUND ENERGY** ..... **Page 68**
SEABECK HWY / HOLLY ROAD, BREMERTON, WA
SPILLS: Reported Spills

17 **WYMER PROPERTY** ..... **Page 69**
SEABECK HWY NW, BREMERTON, WA 98312
ICR: Independent Cleanup Reports

18 **S F HILL LUMBER INC** ..... **Page 70**
WILDCAT SALE - OFF SEABECK HWY, BREMERTON, WA 98310
OSHA: Occupational Safety and Health Administration

19 **THOMAS L DENO DBA HOLE BORING** ..... **Page 72**
8195 SEABACK HIGHWAY NW, BREMERTON, WA 98312
OSHA: Occupational Safety and Health Administration

20 **LONE ROCK GROCERY** ..... **Page 75**
11195 SEABECK HWY NW, SEABECK, WA 98380
FINANCIAL ASSURANCE: Financial Assurance Information Listing
FINDS: Facility Index System/Facility Registry System

21 **LONE ROCK GROCERY** ..... **Page 76**
11195 SEABECK HWY NW, SEABECK, WA 98380
LUST: Leaking Underground Storage Tanks Site List
UST: Underground Storage Tank Database
ICR: Independent Cleanup Reports

22 **15376 SEABECK HWY NW** ..... **Page 80**
15376 SEABECK HWY NW, SEABECK, WA
ERNS: Emergency Response Notification System

23 **THE MARINA & MOORAGE AT SEABECK INC** ..... **Page 84**
15376 SEABECK HWY NW, SEABECK, WA 98380
LUST: Leaking Underground Storage Tanks Site List
UST: Underground Storage Tank Database

24 **SEABECK MARINA** ..... **Page 87**
15376 SEABECK HWY NW, SEABECK, WA
SPILLS: Reported Spills
ICR: Independent Cleanup Reports

25 **MARINA & MOORAGE AT SEABECK INC** ..... **Page 88**
15376 SEABECK HWY NW, SEABECK, WA 98380

SUMMARY

FINDS: Facility Index System/Facility Registry System

26 **SEABECK CHRISTIAN CONFERENCE** ..... **Page 89**

15395 SEABECK HWY NW, SEABECK, WA 98380

FINDS: Facility Index System/Facility Registry System

27 **SEABECK CHRISTIAN CONFERENCE** ..... **Page 90**

15395 SEABECK HWY NW, SEABECK, WA 98380

UST: Underground Storage Tank Database

28 **SEABECK ELEMENTARY** ..... **Page 92**

15565 SEABECK HWY NW, SEABECK, WA 98380

FINDS: Facility Index System/Facility Registry System

29 ..... **Page 93**

15634 SEABECK HWY NW, SEABECK, WA

SPILLS: Reported Spills

30 **UNKNOWN** ..... **Page 94**

15652 SEABECK HWY NW, SEABECK, WA

SPILLS: Reported Spills

NAME

1

TRIANGLE IMPORT REPAIR
1815 SEABECK HWY NW
BREMERTON, WA 98312

EDR ID: 1000697075

FINDINGS

▶ **RCRA-NLR: RCRA - Non Generators** ..... **Page 4**
RCRAInfo is EPA's comprehensive information system, providing access to data support...*Full Description>>*

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 5**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

▶ **UST: Underground Storage Tank Database** ..... **Page 6**
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the R...*Full Description>>*

DETAILS

▼ **RCRA-NLR: RCRA - Non Generators**

RCRA-NonGen:

Date form received by agency:	01/01/1994
Facility name:	TRIANGLE IMPORT REPAIR
Facility address:	1815 SEABECK HWY NW BREMERTON, WA 983128814
EPA ID:	WAD988507539
Contact:	DONALD SHEPHERD
Contact address:	1815 SEABECK HWY NW BREMERTON, WA 98312-8856
Contact country:	US
Contact telephone:	(360)385-7740
Contact email:	Not Reported
EPA Region:	10
Land type:	Private
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	TRIANGLE IMPORT REPAIR
Owner/operator address:	1815 SEABECK HWY NW BREMERTON, WA 98312
Owner/operator country:	US
Owner/operator telephone:	Not Reported
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	01/01/1994
Owner/Op end date:	Not Reported

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Handler Activities Summary:

U.S. importer of hazardous waste:	No
Mixed waste (haz. and radioactive):	No
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	No
Furnace exemption:	No
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Violation Status: No violations found

Evaluation Action Summary:

Evaluation date:	10/06/1992
Evaluation:	COMPLIANCE ASSISTANCE VISIT
Area of violation:	Not Reported
Date achieved compliance:	Not Reported
Evaluation lead agency:	State

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110005376315
Facility Name:	TRIANGLE IMPORT REPAIR
Facility Address:	1815 SEABECK HWY NW BREMERTON, WA 983128814
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

DETAILS

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Prg. Sys. ID:	WAD988507539
Supplemental Interest:	Not Reported
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	811111

Prg. Sys. ID:	96529878
Supplemental Interest:	UNDERGROUND STORAGE TANK PROGRAM
Facility SIC Codes:	7538
Facility NAICS Codes:	Not Reported

Alternative name:	TRIANGLE IMPORT REPAIR

▼ **UST: Underground Storage Tank Database**

UST:

Facility ID:	96529878
Site ID:	10613
Lat Deg:	47
Lat Min:	35
Lat Sec:	18.58
Long Deg:	122
Long Min:	43
Long Sec:	55.87
UBI:	Not Reported
Phone Number:	2063776226

Tank ID:	12127
Tank Name:	3
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported

DETAILS

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	12127
Tank Name:	3
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	12187
Tank Name:	1
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001

DETAILS

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	12187
Tank Name:	1
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported

DETAILS

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	12365
Tank Name:	2
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	12365
Tank Name:	2
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Closed in Place
TankSystem Status Change Date:	8/26/1996
Tank Status:	Closed in Place
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported

DETAILS

TRIANGLE IMPORT REPAIR, 1815 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

NAME

2

FOX HAULING AND MATERIALS
1815 SEABECK HY NW
BREMERTON, WA

EDR ID: S106445822

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 11**

Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**

SPILLS:

Facility ID:	541101
Medium:	ROADWAY-PAVED
Material Desc:	PETROLEUM - DIESEL FUEL
Material Qty:	20
Material Units:	GALLON
Date Received:	5/28/2004
Contact Name:	Not Reported

NAME 3

FERRELL GAS INC
1961 SEABECK HWY
BREMERTON, WA 98312

EDR ID: O-115501678

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 12**
Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description*>>

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	115501678
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	1/26/96
Total Inspection Time:	9.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115501678
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	1/26/96
Total Inspection Time:	9.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115501678
Esablishment Name:	FERRELL GAS INC

DETAILS

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	1/26/96
Total Inspection Time:	9.0
Unionized:	NONUNION

OSHA VIOLATIONS DETAILS:

OSHA Inspection Activity Number:	115501678
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-05
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115501678
Standard Violated:	S-06
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-08
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	S-09
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01002
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	0249560706 D
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-05
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	S-06
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-08
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	S-09
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported

DETAILS

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01002
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115501678
Standard Violated:	0249560706 D
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

OSHA Inspection Activity Number:	115501678
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-05
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115501678
Standard Violated:	S-06
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	S-08
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115501678
Standard Violated:	S-09
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported

DETAILS

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115501678
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01002
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115501678
Standard Violated:	0249560706 D
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	6/13/94
Abatement Date:	7/16/94
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

NAME

4

FERRELL GAS INC
1961 SEABECK HWY
BREMERTON, WA 98312

EDR ID: O-115413759

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 19**

Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY 1 BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC

DETAILS

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY 1 BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115413759
Esablishment Name:	FERRELL GAS INC
Esablishment Address:	1961 SEABECK HWY 1

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

	BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	PETROLEUM PRODUCTS, NEC
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	12/22/95
Total Inspection Time:	5.0
Unionized:	NONUNION

OSHA VIOLATIONS DETAILS:

OSHA Inspection Activity Number:	115413759
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115413759
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

DETAILS

FERRELL GAS INC, 1961 SEABECK HWY BREMERTON, WA 98312 (Continued)

OSHA Inspection Activity Number:	115413759
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

NAME

5

FERRELLGAS BREMERTON
1961 SEABECK HWY NW
BREMERTON, WA 98312

EDR ID: 1007068374

FINDINGS

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 23**

Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110015449727
Facility Name:	FERRELLGAS BREMERTON
Facility Address:	1961 SEABECK HWY NW BREMERTON, WA 98312-8800
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

Prg. Sys. ID:	57724245
Supplemental Interest:	EPCRA
Facility SIC Codes:	5984
Facility NAICS Codes:	Not Reported

Alternative name:	FERRELLGAS BREMERTON

NAME 6

PUBLIC WORKS
1971 SEABECK HWY
BREMERTON, WA 98312
EDR ID: O-308079227

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 24**
Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	308079227
Esablishment Name:	PUBLIC WORKS
Esablishment Address:	1971 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	9131
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	Not Reported
Total Inspection Time:	28.0
Unionized:	Not Reported

OSHA Inspection Activity Number:	308079227
Esablishment Name:	PUBLIC WORKS
Esablishment Address:	1971 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	9131
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	Not Reported
Total Inspection Time:	28.0
Unionized:	Not Reported

OSHA Inspection Activity Number:	308079227
Esablishment Name:	PUBLIC WORKS

DETAILS

PUBLIC WORKS, 1971 SEABECK HWY BREMERTON, WA 98312 (Continued)

Esablishment Address:	1971 SEABECK HWY BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	9131
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	Not Reported
Total Inspection Time:	28.0
Unionized:	Not Reported

NAME 7

KITSAP CNTY DPW CENTRAL RD SHO
1971 SEABECK HWY NW
BREMERTON, WA 98312
EDR ID: P-WAG503125

FINDINGS

▶ **PCS: Permit Compliance System** ..... **Page 26**
PCS is EPA's database system for managing wastewater discharges to surface bodies of...*Full Description>>*

DETAILS

▼ **PCS: Permit Compliance System**
Permit Compliance System:

NPDES ID:	WAG503125
EPA ID:	Not Reported
Facility name:	KITSAP CNTY DPW CENTRAL RD SHO
Facility address:	1971 SEABECK HWY NW
	1971 SEABECK HWY NW
Facility location:	KITSAP CNTY DPW CENTRAL RD SHO
Facility type:	INDUSTRIAL
Facility county:	KITSAP
Facility telephone:	(360) 337-4893
Owner type:	PRI
Mailing address:	614 DIVISION STREET MS-26
	PORT ORCHARD, WA 98366
Contact name:	JON BRAND
Contact telephone:	(360) 337-4893
Discharger:	Minor
SIC code:	1442
SIC code description:	CONSTRUCTION SAND AND GRAVEL
Coordinates:	+4735100 -12243100
River basin:	PN/PUGET SOUND
Permit type:	GENERAL
Permit issued:	061599
Permit expires:	080604
Average design flow:	Not Reported
Pre treatment indicator:	Not Reported
HQ indian purpose spec:	Not Reported
Receiving waters:	GROUND WATER
Inspection date:	Not Reported
Inspection type:	Not Reported
Inspector:	Not Reported
QNCR qtr 4 status:	Not Reported
QNCR qtr 4 manual status:	Not Reported

NAME

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KITSAP CNTY CENTRAL ROAD SHOP
1971 SEABECK HWY NW
BREMERTON, WA 98312

EDR ID: 1000659426

FINDINGS

▶ **RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators** ..... **Page 27**
RCRAInfo is EPA's comprehensive information system, providing access to data support...*Full Description>>*

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 29**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

▶ **UST: Underground Storage Tank Database** ..... **Page 29**
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the R...*Full Description>>*

▶ **MANIFEST: Hazardous Waste Manifest Data** ..... **Page 32**
Hazardous waste manifest information....*Full Description>>*

▶ **NPDES: Water Quality Permit System Data** ..... **Page 38**
A listing of permitted wastewater facilities....*Full Description>>*

DETAILS

▼ **RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators**

RCRA-CESQG:

Date form received by agency:	02/29/2008
Facility name:	KITSAP CNTY CENTRAL ROAD SHOP
Facility address:	1971 SEABECK HWY NW BREMERTON, WA 983128813
EPA ID:	WAD988490975
Mailing address:	614 DIVISION ST MS 7 PORT ORCHARD, WA 98366
Contact:	ROBERT (BOB) WILSON
Contact address:	614 DIVISION ST MS 7 PORT ORCHARD, WA 98366
Contact country:	US
Contact telephone:	(360)337-4582
Contact email:	Not Reported
EPA Region:	10
Land type:	County
Classification:	Conditionally Exempt Small Quantity Generator
Description:	Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:

Owner/operator name:	KITSAP COUNTY PUBLIC WORKS

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Owner/operator address:	614 DIVISION ST MS 7 PORT ORCHARD, WA 98366
Owner/operator country:	US
Owner/operator telephone:	Not Reported
Legal status:	County
Owner/Operator Type:	Operator
Owner/Op start date:	07/02/1996
Owner/Op end date:	Not Reported

Handler Activities Summary:

U.S. importer of hazardous waste:	No
Mixed waste (haz. and radioactive):	No
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	No
Furnace exemption:	No
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Historical Generators:

Date form received by agency:	12/31/2005
Facility name:	KITSAP CNTY CENTRAL ROAD SHOP
Classification:	Not a generator, verified
Date form received by agency:	12/31/2003
Facility name:	KITSAP CNTY CENTRAL ROAD SHOP
Site name:	KITSAP CNTY CENTRAL ROAD SHED
Classification:	Not a generator, verified
Date form received by agency:	09/01/1993
Facility name:	KITSAP CNTY CENTRAL ROAD SHOP
Site name:	KITSAP CO PUB WRKS CENTRAL RD
Classification:	Large Quantity Generator
Violation Status:	No violations found

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Evaluation Action Summary:

Evaluation date:	10/28/1991
Evaluation:	COMPLIANCE ASSISTANCE VISIT
Area of violation:	Not Reported
Date achieved compliance:	Not Reported
Evaluation lead agency:	State

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110005364337
Facility Name:	KITSAP CNTY CENTRAL ROAD SHOP
Facility Address:	1971 SEABECK HWY NW BREMERTON, WA 983128813
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

PCS (Permit Compliance System) is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Prg. Sys. ID:	WAG503125
Supplemental Interest:	Not Reported
Facility SIC Codes:	1442
Facility NAICS Codes:	Not Reported

Prg. Sys. ID:	WAD988490975
Supplemental Interest:	Not Reported
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	23731

Prg. Sys. ID:	21369916
Supplemental Interest:	CESQG
Facility SIC Codes:	1442
Facility NAICS Codes:	023411

Alternative name:	KITSAP CNTY CENTRAL ROAD SHED
Alternative name:	KITSAP COUNTY CENTRAL ROAD SHOP

▼ **UST: Underground Storage Tank Database**

UST:

Facility ID:	21369916
Site ID:	10835
Lat Deg:	47

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Lat Min:	35
Lat Sec:	23.4
Long Deg:	122
Long Min:	44
Long Sec:	4.01
UBI:	1820023450010007
Phone Number:	3608954895

Tank ID:	14906
Tank Name:	6-C
Install Date:	9/1/1988
Capacity:	10,000 to 19,999 Gallons
Tank Upgrade Date:	6/4/1998
TankSystem Status:	Operational
TankSystem Status Change Date:	8/26/1996
Tank Status:	Operational
Tank Permit Expiration Date:	8/31/2009
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Spill Bucket/Spill Box
Tank Overfill Prevention:	Automatic Shutoff (fill pipe)
Tank Material:	Steel
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Every 5 Years
Tank Corrosion Protection:	Sacrificial Anode
Pipe Material:	Fiberglass
Pipe Construction:	Single Wall Pipe
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Corrosion Resistant
Tank Primary Release Detection:	Automatic Tank Gauging
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	No
Tank Actual Status Date:	8/6/1996
Tag Number:	A1322

Tank ID:	16597
Tank Name:	7-C
Install Date:	9/1/1988
Capacity:	5,000 to 9,999 Gallons
Tank Upgrade Date:	6/4/1998
TankSystem Status:	Operational
TankSystem Status Change Date:	8/26/1996
Tank Status:	Operational
Tank Permit Expiration Date:	8/31/2009

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Spill Bucket/Spill Box
Tank Overfill Prevention:	Automatic Shutoff (fill pipe)
Tank Material:	Steel
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Every 5 Years
Tank Corrosion Protection:	Sacrificial Anode
Pipe Material:	Fiberglass
Pipe Construction:	Single Wall Pipe
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Corrosion Resistant
Tank Primary Release Detection:	Automatic Tank Gauging
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	No
Tank Actual Status Date:	8/6/1996
Tag Number:	A1322

Tank ID:	19293
Tank Name:	WO-2-C
Install Date:	12/31/1964
Capacity:	Not Reported
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	8/26/1996
Tank Status:	Removed
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Steel
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	A1322

▼ **MANIFEST: Hazardous Waste Manifest Data**

WA MANIFEST:

Facility Site ID Number:	21369916
Permit by Rule:	No
Treatment by Generator:	No
Mixed radioactive waste:	No
Importer of hazardous waste:	No
Immediate recycler:	No
Treatment/Storage/Disposal /Recycling Facility:	No
Generator of dangerous fuel waste:	No
Generator marketing to burner:	No
"Other marketers (i.e., blender, distributor, etc.)":	No
Utility boiler burner:	No
Industry boiler burner:	No
Industrial Furnace:	No
Smelter defferal:	No
Universal waste - batteries - generate:	No
Universal waste - thermostats - generate:	No
Universal waste - mercury - generate:	No
Universal waste - lamps - generate:	No
Universal waste - batteries - accumulate:	No
Universal waste - thermostats - accumulate:	No
Universal waste - mercury - accumulate:	No
Universal waste - lamps - accumulate:	No
Destination Facility for Universal Waste:	No
Off-specification used oil burner - utility boiler:	No
Off-specification used oil burner - industrial boiler:	No
Off-specification used oil burner - industrial furnace:	No
EPA ID:	WAD988490975
Facility Address 2:	Not Reported
TAX REG NBR:	182002347
NAICS CD:	23731
BUSINESS TYPE:	Highway/street maint.
MAIL NAME:	Kitsap County
MAIL ADDR LINE1:	614 Division St MS 7

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

MAIL CITY,ST,ZIP:	Port Orchard, WA 98366
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Kitsap County Admin Serv
LEGAL ORG TYPE:	County
LEGAL ADDR LINE1:	614 Division St MS 7
LEGAL CITY,ST,ZIP:	Port Orchard, WA 98366
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360)337-4408
LEGAL EFFECTIVE DATE:	7/2/1996
LAND ORG NAME:	Kitsap County Public Works
LAND ORG TYPE:	County
LAND PERSON NAME:	Not Reported
LAND ADDR LINE1:	614 Division St MS 26
LAND CITY,ST,ZIP:	Port Orchard, WA 98366
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360)337-4408
OPERATOR ORG NAME:	Kitsap County Public Works
OPERATOR ORG TYPE:	County
OPERATOR ADDR LINE1:	614 Division St MS 26
OPERATOR CITY,ST,ZIP:	Port Orchard, WA 98366
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)337-4895
OPERATOR EFFECTIVE DATE:	7/2/1996
SITE CONTACT NAME:	Robert (Bob) Wilson
SITE CONTACT ADDR LINE1:	1971 Seabeck Hwy
SITE CONTACT ZIP:	Bremerton, WA 98312
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)337-4582
SITE CONTACT EMAIL:	Not Reported
FORM CONTACT NAME:	Mark Abernathy
FORM CONTACT ADDR LINE1:	614 Division St MS 7
FORM CONTACT CITY,ST,ZIP:	Port Orchard, WA 98366
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)337-4408
FORM CONTACT EMAIL:	mcabernat@co.kitsap.wa.us
GEN STATUS CD:	SQG
MONTHLY GENERATION:	Yes
BATCH GENERATION:	No
ONE TIME GENERATION:	No
TRANSPORTS OWN WASTE:	No
TRANSPORTS OTHRS WASTE:	No
RECYCLER ONSITE:	No
TRANSFER FACILITY:	No
OTHER EXEMPTION:	Not Reported

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

UW BATTERY GEN:	No
USED OIL TRANSPORTER:	No
USED OIL TRANSFER FACLTY:	No
USED OIL PROCESSOR:	No
USED OIL REREFINER:	No
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	No
USED OIL FUEL MRKTR MEETS SPECS:	No
Facility Site ID Number:	21369916
Permit by Rule:	False
Treatment by Generator:	False
Mixed radioactive waste:	False
Importer of hazardous waste:	False
Immediate recycler:	False
Treatment/Storage/Disposal /Recycling Facility:	False
Generator of dangerous fuel waste:	False
Generator marketing to burner:	False
"Other marketers (i.e., blender, distributor, etc.)":	False
Utility boiler burner:	False
Industry boiler burner:	False
Industrial Furnace:	False
Smelter defferal:	False
Universal waste - batteries - generate:	False
Universal waste - thermostats - generate:	False
Universal waste - mercury - generate:	False
Universal waste - lamps - generate:	False
Universal waste - batteries - accumulate:	False
Universal waste - thermostats - accumulate:	False
Universal waste - mercury - accumulate:	False
Universal waste - lamps - accumulate:	False
Destination Facility for Universal Waste:	False
Off-specification used oil burner - utility boiler:	False
Off-specification used oil burner - industrial boiler:	False
Off-specification used oil burner - industrial furnace:	False
EPA ID:	WAD988490975
Facility Address 2:	Not Reported
TAX REG NBR:	182002347

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

NAICS CD:	23731
BUSINESS TYPE:	Highway/street maint.
MAIL NAME:	Kitsap County
MAIL ADDR LINE1:	614 Division St MS 7
MAIL CITY,ST,ZIP:	Port Orchard, WA 98366
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Kitsap County Admin Serv
LEGAL ORG TYPE:	County
LEGAL ADDR LINE1:	614 Division St MS 7
LEGAL CITY,ST,ZIP:	Port Orchard, WA 98366
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360)337-4408
LEGAL EFFECTIVE DATE:	7/2/1996
LAND ORG NAME:	Kitsap County Public Works
LAND ORG TYPE:	County
LAND PERSON NAME:	Not Reported
LAND ADDR LINE1:	614 Division St MS 26
LAND CITY,ST,ZIP:	Port Orchard, WA 98366
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360)337-4408
OPERATOR ORG NAME:	Kitsap County Public Works
OPERATOR ORG TYPE:	County
OPERATOR ADDR LINE1:	614 Division St MS 26
OPERATOR CITY,ST,ZIP:	Port Orchard, WA 98366
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)337-4895
OPERATOR EFFECTIVE DATE:	07/02/96
SITE CONTACT NAME:	Robert (Bob) Wilson
SITE CONTACT ADDR LINE1:	1971 Seabeck Hwy
SITE CONTACT ZIP:	Bremerton, WA 98312
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)337-4582
SITE CONTACT EMAIL:	Not Reported
FORM CONTACT NAME:	Timothy M Perez
FORM CONTACT ADDR LINE1:	614 Division St MS 7
FORM CONTACT CITY,ST,ZIP:	Port Orchard, WA 98366
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)337-4408
FORM CONTACT EMAIL:	tperez@co.kitsap.wa.us
GEN STATUS CD:	SQG
MONTHLY GENERATION:	True
BATCH GENERATION:	False
ONE TIME GENERATION:	False
TRANSPORTS OWN WASTE:	False

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

TRANSPORTS OTHRS WASTE:	False
RECYCLER ONSITE:	False
TRANSFER FACILITY:	False
OTHER EXEMPTION:	Not Reported
UW BATTERY GEN:	False
USED OIL TRANSPORTER:	False
USED OIL TRANSFER FACLTY:	False
USED OIL PROCESSOR:	False
USED OIL REREFINER:	False
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	False
USED OIL FUEL MRKTR MEETS SPECS:	False

Facility Site ID Number:	21369916
Permit by Rule:	FALSE
Treatment by Generator:	FALSE
Mixed radioactive waste:	FALSE
Importer of hazardous waste:	FALSE
Immediate recycler:	FALSE
Treatment/Storage/Disposal /Recycling Facility:	FALSE
Generator of dangerous fuel waste:	FALSE
Generator marketing to burner:	FALSE
"Other marketers (i.e., blender, distributor, etc.)":	FALSE
Utility boiler burner:	FALSE
Industry boiler burner:	FALSE
Industrial Furnace:	FALSE
Smelter defferal:	FALSE
Universal waste - batteries - generate:	FALSE
Universal waste - thermostats - generate:	FALSE
Universal waste - mercury - generate:	FALSE
Universal waste - lamps - generate:	FALSE
Universal waste - batteries - accumulate:	FALSE
Universal waste - thermostats - accumulate:	FALSE
Universal waste - mercury - accumulate:	FALSE
Universal waste - lamps - accumulate:	FALSE
Destination Facility for Universal Waste:	FALSE
Off-specification used oil burner - utility boiler:	FALSE
Off-specification used oil burner - industrial boiler:	FALSE

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Off-specification used oil burner - industrial furnace:	FALSE
EPA ID:	WAD988490975
Facility Address 2:	Not Reported
TAX REG NBR:	182002347
NAICS CD:	23731
BUSINESS TYPE:	Highway/street maint.
MAIL NAME:	Kitsap County
MAIL ADDR LINE1:	614 Division St MS 7
MAIL CITY,ST,ZIP:	Port Orchard, WA 98366
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Kitsap County Admin Serv
LEGAL ORG TYPE:	County
LEGAL ADDR LINE1:	614 Division St MS 7
LEGAL CITY,ST,ZIP:	Port Orchard, WA 98366
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360)337-4408
LEGAL EFFECTIVE DATE:	7/2/1996
LAND ORG NAME:	Kitsap County Public Works
LAND ORG TYPE:	County
LAND PERSON NAME:	Not Reported
LAND ADDR LINE1:	614 Division St MS 26
LAND CITY,ST,ZIP:	Port Orchard, WA 98366
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360)337-4408
OPERATOR ORG NAME:	Kitsap County Public Works
OPERATOR ORG TYPE:	County
OPERATOR ADDR LINE1:	614 Division St MS 26
OPERATOR CITY,ST,ZIP:	Port Orchard, WA 98366
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)337-4895
OPERATOR EFFECTIVE DATE:	7/2/1996
SITE CONTACT NAME:	Robert (Bob) Wilson
SITE CONTACT ADDR LINE1:	1971 Seabeck Hwy
SITE CONTACT ZIP:	Bremerton, WA 98312
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)337-4582
SITE CONTACT EMAIL:	Not Reported
FORM CONTACT NAME:	Mark Abernathy
FORM CONTACT ADDR LINE1:	614 Division St MS 7
FORM CONTACT CITY,ST,ZIP:	Port Orchard, WA 98366
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)337-4408
FORM CONTACT EMAIL:	mcabernat@co.kitsap.wa.us
GEN STATUS CD:	SQG

DETAILS

KITSAP CNTY CENTRAL ROAD SHOP, 1971 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

MONTHLY GENERATION:	TRUE
BATCH GENERATION:	FALSE
ONE TIME GENERATION:	FALSE
TRANSPORTS OWN WASTE:	FALSE
TRANSPORTS OTHRS WASTE:	FALSE
RECYCLER ONSITE:	FALSE
TRANSFER FACILITY:	FALSE
OTHER EXEMPTION:	Not Reported
UW BATTERY GEN:	FALSE
USED OIL TRANSPORTER:	FALSE
USED OIL TRANSFER FACLTY:	FALSE
USED OIL PROCESSOR:	FALSE
USED OIL REREFINER:	FALSE
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	FALSE
USED OIL FUEL MRKTR MEETS SPECS:	FALSE

▼ **NPDES: Water Quality Permit System Data**

NPDES:

Facility Type:	Sand And Gravel
Latitude:	47.58611
Longitude:	122.71944
Contact Name:	Jon Brand
Contact Phone Number:	360.337.4893
Permit ID:	WAG503125C
Permit Issue Date:	1/5/2005
Facility Size:	General Permits
Ecology Contact:	Jeff Killelea
WRIA:	Kitsap
Permit Expiration Date:	2/4/2010
Effective Date:	2/4/2005

NAME 9

RODGERS LANDSCAPING & MAINTE
2075 SEABECK HWY NW
BREMERTON, WA 98312
EDR ID: O-309996759

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 39**
Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**
OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	309996759
Esablishment Name:	RODGERS LANDSCAPING & MAINTE
Esablishment Address:	2075 SEABECK HWY NW BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	0782
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	10/01/06
Total Inspection Time:	27.5
Unionized:	NONUNION

OSHA Inspection Activity Number:	309996759
Esablishment Name:	RODGERS LANDSCAPING & MAINTE
Esablishment Address:	2075 SEABECK HWY NW BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	0782
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	10/01/06
Total Inspection Time:	27.5
Unionized:	NONUNION

OSHA Inspection Activity Number:	309996759
Esablishment Name:	RODGERS LANDSCAPING & MAINTE

DETAILS

RODGERS LANDSCAPING & MAINTE, 2075 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Esablishment Address:	2075 SEABECK HWY NW BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	0782
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	10/01/06
Total Inspection Time:	27.5
Unionized:	NONUNION

OSHA VIOLATIONS DETAILS:

OSHA Inspection Activity Number:	309996759
Standard Violated:	0270111901
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02003
Issue Date:	6/16/06
Abatement Date:	6/26/06
Abatement Status:	Completed
Original $ Penalty:	100
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	309996759
Standard Violated:	8001302001
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02002
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported

DETAILS

RODGERS LANDSCAPING & MAINTE, 2075 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	309996759
Standard Violated:	80014005
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Petition to Modify Abatement
Citation ID:	02001
Issue Date:	6/16/06
Abatement Date:	7/19/06
Abatement Status:	Completed
Original $ Penalty:	Petition to Modify Abatement
Original Failure-to-Abate Penalty:	Petition to Modify Abatement
Actual Penalty Amount:	Petition to Modify Abatement
Actual Failure-to-Abate Penalty:	Petition to Modify Abatement
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	309996759
Standard Violated:	8002601001
Event Title:	Not Reported
Citation Type:	Serious
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	100
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	309996759
Standard Violated:	0270111901
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02003
Issue Date:	6/16/06
Abatement Date:	6/26/06
Abatement Status:	Completed
Original $ Penalty:	100

DETAILS

RODGERS LANDSCAPING & MAINTE, 2075 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	309996759
Standard Violated:	8001302001
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02002
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	309996759
Standard Violated:	80014005
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Petition to Modify Abatement
Citation ID:	02001
Issue Date:	6/16/06
Abatement Date:	7/19/06
Abatement Status:	Completed
Original $ Penalty:	Petition to Modify Abatement
Original Failure-to-Abate Penalty:	Petition to Modify Abatement
Actual Penalty Amount:	Petition to Modify Abatement
Actual Failure-to-Abate Penalty:	Petition to Modify Abatement
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	309996759
Standard Violated:	8002601001
Event Title:	Not Reported
Citation Type:	Serious
Disposition:	Not Reported

DETAILS

RODGERS LANDSCAPING & MAINTE, 2075 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Citation ID:	01001
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	100
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	309996759
Standard Violated:	0270111901
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02003
Issue Date:	6/16/06
Abatement Date:	6/26/06
Abatement Status:	Completed
Original $ Penalty:	100
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	309996759
Standard Violated:	8001302001
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	02002
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

DETAILS

RODGERS LANDSCAPING & MAINTE, 2075 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

OSHA Inspection Activity Number:	309996759
Standard Violated:	80014005
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Petition to Modify Abatement
Citation ID:	02001
Issue Date:	6/16/06
Abatement Date:	7/19/06
Abatement Status:	Completed
Original $ Penalty:	Petition to Modify Abatement
Original Failure-to-Abate Penalty:	Petition to Modify Abatement
Actual Penalty Amount:	Petition to Modify Abatement
Actual Failure-to-Abate Penalty:	Petition to Modify Abatement
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	309996759
Standard Violated:	8002601001
Event Title:	Not Reported
Citation Type:	Serious
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	6/16/06
Abatement Date:	7/04/06
Abatement Status:	Completed
Original $ Penalty:	100
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	100
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

NAME

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PUGET SOUND ENERGY
2571 SEABECK HWY
BREMERTON, WA

EDR ID: S107155198

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 45**

Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**

SPILLS:

Facility ID:	521150
Medium:	SOIL
Material Desc:	TRANSFORMER OIL
Material Qty:	1
Material Units:	GALLON
Date Received:	9/18/2001
Contact Name:	Not Reported

NAME

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US NAVY RES CAMP WESLEY HARRIS
4673 SEABECK HWY NW
BREMERTON, WA 98312

EDR ID: 1001092214

FINDINGS

▶ **CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned** ..... **Page 46**
Archived sites are sites that have been removed and archived from the inventory of C...*Full Description>>*

▶ **RCRA-NLR: RCRA - Non Generators** ..... **Page 47**
RCRAInfo is EPA's comprehensive information system, providing access to data support...*Full Description>>*

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 49**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

▶ **MANIFEST: Hazardous Waste Manifest Data** ..... **Page 50**
Hazardous waste manifest information....*Full Description>>*

DETAILS

▼ **CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned**

CERC-NFRAP:

Site ID:	1001103
EPA ID:	WA1170090061
Facility County:	KITSAP
Short Name:	USNAVY CAMP WESLEY HARRIS
Congressional District:	01
IFMS ID:	Not Reported
SMSA Number:	1150
USGC Hydro Unit:	17110019
Federal Facility:	Federal Facility
DMNSN Number:	0.00
Site Orphan Flag:	N
RCRA ID:	Not Reported
USGS Quadrangle:	Not Reported
Site Init By Prog:	Not Reported
NFRAP Flag:	NFA
Parent ID:	Not Reported
RST Code:	Not Reported
EPA Region:	10
Classification:	Not Reported
Site Settings Code:	Not Reported
NPL Status:	Not on the NPL
DMNSN Unit Code:	Not Reported
RBRAC Code:	Not Reported
RResp Fed Agency Code:	USNV
Non NPL Status:	NFRAP
Non NPL Status Date:	19890109
Site Fips Code:	53035
CC Concurrence Date:	Not Reported
CC Concurrence FY:	Not Reported

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Alias EPA ID:	Not Reported
Site FUDS Flag:	Not Reported

CERCLIS-NFRAP Site Alias Name(s):

Alias ID:	101
Alias Name:	CAMP WESLEY HARRIS
Alias Address:	Not Reported
	WA
Alias ID:	10270194
Alias Name:	CAMP WESLEY HARRIS MARINE FACILITY
Alias Address:	SEABECK HWY 3 MI W OF CY
	BREMERTON, WA 83230
Alias Comments:	Not Reported
Site Description:	Not Reported

CERCLIS-NFRAP Assessment History:

Action Code:	001
Action:	DISCOVERY
Date Started:	Not Reported
Date Completed:	04/04/1983
Priority Level:	Not Reported
Operable Unit:	SITEWIDE
Primary Responsibility:	EPA Fund-Financed
Planning Status:	Not Reported
Urgency Indicator:	Not Reported
Action Anomaly:	Not Reported

Action Code:	001
Action:	ARCHIVE SITE
Date Started:	Not Reported
Date Completed:	01/09/1989
Priority Level:	Not Reported
Operable Unit:	SITEWIDE
Primary Responsibility:	EPA In-House
Planning Status:	Not Reported
Urgency Indicator:	Not Reported
Action Anomaly:	Not Reported

Action Code:	001
Action:	PRELIMINARY ASSESSMENT
Date Started:	01/09/1989
Date Completed:	01/09/1989
Priority Level:	NFRAP (No Futher Remedial Action Planned
Operable Unit:	SITEWIDE
Primary Responsibility:	Federal Facilities
Planning Status:	Not Reported
Urgency Indicator:	Not Reported
Action Anomaly:	Not Reported

▼ **RCRA-NLR: RCRA - Non Generators**

RCRA-NonGen:

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Date form received by agency:	03/03/2008
Facility name:	US NAVY RES CAMP WESLEY HARRIS
Facility address:	4673 SEABECK HWY NW BREMERTON, WA 98312
EPA ID:	WAR000008771
Mailing address:	NAVAL BASE KITSAP BANGOR 7000 FINBACK CIRCLE, RM E300 SILVERDALE, WA 98315-7000
Contact:	JAMES W DYE
Contact address:	NAVAL BASE KITSAP BANGOR 7000 FINBACK CIRCLE, RM E300 SILVERDALE, WA 98315-7000
Contact country:	US
Contact telephone:	(360)396-5084
Contact email:	Not Reported
EPA Region:	10
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	NAVAL BASE KITSAP BANGOR
Owner/operator address:	NAVAL BASE KITSAP BANGOR 7000 FINBACK CIRCLE, RM E300 SILVERDALE, WA 98315
Owner/operator country:	US
Owner/operator telephone:	Not Reported
Legal status:	Federal
Owner/Operator Type:	Operator
Owner/Op start date:	08/30/2002
Owner/Op end date:	Not Reported

Handler Activities Summary:

U.S. importer of hazardous waste:	No
Mixed waste (haz. and radioactive):	No
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	No
Furnace exemption:	No
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Historical Generators:

Date form received by agency:	12/31/2003
Facility name:	US NAVY RES CAMP WESLEY HARRIS
Classification:	Large Quantity Generator
Date form received by agency:	03/01/2002
Facility name:	US NAVY RES CAMP WESLEY HARRIS
Site name:	USN CAMP WESLEY HARRIS RESERVATION
Classification:	Large Quantity Generator
Date form received by agency:	03/01/2000
Facility name:	US NAVY RES CAMP WESLEY HARRIS
Site name:	CAMP WESLEY HARRIS NAVAL RESERVATION
Classification:	Large Quantity Generator
Date form received by agency:	02/27/1998
Facility name:	US NAVY RES CAMP WESLEY HARRIS
Site name:	CAMP WESLEY HARRIS NAVAL RESERVATION
Classification:	Large Quantity Generator
Violation Status:	No violations found

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110000843829
Facility Name:	US NAVY RES CAMP WESLEY HARRIS
Facility Address:	4673 SEABECK HIGHWAY NORTHWEST BREMERTON, WA 98312
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	Yes
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Prg. Sys. ID:	WAR000008771
Supplemental Interest:	Not Reported
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	92811
Prg. Sys. ID:	1164456
Supplemental Interest:	HAZARDOUS WASTE PROGRAM

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Facility SIC Codes:	9711
Facility NAICS Codes:	092811
Alternative name:	US NAVY RES CAMP WESLEY HARRIS
Alternative name:	USN CAMP WESLEY HARRIS RESERVATION

▼ **MANIFEST: Hazardous Waste Manifest Data**

WA MANIFEST:

Facility Site ID Number:	1164456
Permit by Rule:	No
Treatment by Generator:	No
Mixed radioactive waste:	No
Importer of hazardous waste:	No
Immediate recycler:	No
Treatment/Storage/Disposal /Recycling Facility:	No
Generator of dangerous fuel waste:	No
Generator marketing to burner:	No
"Other marketers (i.e., blender, distributor, etc.)":	No
Utility boiler burner:	No
Industry boiler burner:	No
Industrial Furnace:	No
Smelter defferal:	No
Universal waste - batteries - generate:	No
Universal waste - thermostats - generate:	No
Universal waste - mercury - generate:	No
Universal waste - lamps - generate:	No
Universal waste - batteries - accumulate:	No
Universal waste - thermostats - accumulate:	No
Universal waste - mercury - accumulate:	No
Universal waste - lamps - accumulate:	No
Destination Facility for Universal Waste:	No
Off-specification used oil burner - utility boiler:	No
Off-specification used oil burner - industrial boiler:	No
Off-specification used oil burner - industrial furnace:	No
EPA ID:	WAR000008771
Facility Address 2:	Not Reported
TAX REG NBR:	N/A
NAICS CD:	92811

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

BUSINESS TYPE:	Not Reported
MAIL NAME:	Naval Base Kitsap at Bangor
MAIL ADDR LINE1:	Naval Base Kitsap at Bangor
MAIL ADDR LINE2:	7001 Finback Circle Rm E300
MAIL CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Commander Navy Region Northwest
LEGAL ORG TYPE:	Federal
LEGAL ADDR LINE1:	1100 HUNLEY RD
LEGAL ADDR LINE2:	Naval Base Kitsap at Bangor
LEGAL CITY,ST,ZIP:	SILVERDALE, WA 98315-1100
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360)315-5000
LEGAL EFFECTIVE DATE:	8/30/2002
LAND ORG NAME:	Commander Navy Region Northwest
LAND ORG TYPE:	Federal
LAND PERSON NAME:	Commanding Officer
LAND ADDR LINE1:	120 South Dewey Street
LAND CITY,ST,ZIP:	Bremerton, WA 98315-1087
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360)627-4000
OPERATOR ORG NAME:	Naval Base Kitsap at Bangor
OPERATOR ORG TYPE:	Federal
OPERATOR ADDR LINE1:	Naval Base Kitsap at Bangor
OPERATOR ADDR LINE2:	7001 Finback Circle Rm E300
OPERATOR CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)396-5084
OPERATOR EFFECTIVE DATE:	8/30/2002
SITE CONTACT NAME:	James W Dye
SITE CONTACT ADDR LINE1:	Naval Base Kitsap at Bangor
SITE CONTACT ADDR LINE2:	7001 Finback Circle Rm E300
SITE CONTACT ZIP:	SILVERDALE, WA 98315-1087
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)396-5084
SITE CONTACT EMAIL:	james.w.dye@navy.mil
FORM CONTACT NAME:	James W Dye
FORM CONTACT ADDR LINE1:	Naval Base Kitsap at Bangor
FORM CONTACT ADDR LINE2:	7001 Finback Circle Rm E300
FORM CONTACT CITY,ST,ZIP:	Silverdale, WA 98315-1087
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)396-5084
FORM CONTACT EMAIL:	james.w.dye@navy.mil
GEN STATUS CD:	LQG

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

MONTHLY GENERATION:	No
BATCH GENERATION:	Yes
ONE TIME GENERATION:	No
TRANSPORTS OWN WASTE:	No
TRANSPORTS OTHRS WASTE:	No
RECYCLER ONSITE:	No
TRANSFER FACILITY:	No
OTHER EXEMPTION:	Not Reported
UW BATTERY GEN:	No
USED OIL TRANSPORTER:	No
USED OIL TRANSFER FACLTY:	No
USED OIL PROCESSOR:	No
USED OIL REREFINER:	No
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	No
USED OIL FUEL MRKTR MEETS SPECS:	No

Facility Site ID Number:	1164456
Permit by Rule:	FALSE
Treatment by Generator:	FALSE
Mixed radioactive waste:	FALSE
Importer of hazardous waste:	FALSE
Immediate recycler:	FALSE
Treatment/Storage/Disposal /Recycling Facility:	FALSE
Generator of dangerous fuel waste:	FALSE
Generator marketing to burner:	FALSE
"Other marketers (i.e., blender, distributor, etc.)":	FALSE
Utility boiler burner:	FALSE
Industry boiler burner:	FALSE
Industrial Furnace:	FALSE
Smelter defferal:	FALSE
Universal waste - batteries - generate:	FALSE
Universal waste - thermostats - generate:	FALSE
Universal waste - mercury - generate:	FALSE
Universal waste - lamps - generate:	FALSE
Universal waste - batteries - accumulate:	FALSE
Universal waste - thermostats - accumulate:	FALSE
Universal waste - mercury - accumulate:	FALSE
Universal waste - lamps - accumulate:	FALSE

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Destination Facility for Universal Waste:	FALSE
Off-specification used oil burner - utility boiler:	FALSE
Off-specification used oil burner - industrial boiler:	FALSE
Off-specification used oil burner - industrial furnace:	FALSE
EPA ID:	WAR000008771
Facility Address 2:	Not Reported
TAX REG NBR:	N/A
NAICS CD:	92811
BUSINESS TYPE:	Not Reported
MAIL NAME:	Naval Base Kitsap at Bangor
MAIL ADDR LINE1:	Naval Base Kitsap at Bangor
MAIL ADDR LINE2:	7001 Finback Circle, Rm E300
MAIL CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Commander Navy Region Northwest
LEGAL ORG TYPE:	Federal
LEGAL ADDR LINE1:	1103 HUNLEY RD
LEGAL ADDR LINE2:	Naval Base Kitsap at Bangor
LEGAL CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360)315-5012
LEGAL EFFECTIVE DATE:	8/30/2002
LAND ORG NAME:	Commander Navy Region Northwest
LAND ORG TYPE:	Federal
LAND PERSON NAME:	Admiral L R Hering
LAND ADDR LINE1:	1103 HUNLEY RD
LAND ADDR LINE2:	Naval Base Kitsap at Bangor
LAND CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360)315-5012
OPERATOR ORG NAME:	Naval Base Kitsap at Bangor
OPERATOR ORG TYPE:	Federal
OPERATOR ADDR LINE1:	Naval Base Kitsap at Bangor
OPERATOR ADDR LINE2:	7001 Finback Circle, Rm E300
OPERATOR CITY,ST,ZIP:	SILVERDALE, WA 98315-1087
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)396-5084
OPERATOR EFFECTIVE DATE:	8/30/2002
SITE CONTACT NAME:	James W Dye
SITE CONTACT ADDR LINE1:	Naval Base Kitsap at Bangor
SITE CONTACT ADDR LINE2:	7001 Finback Circle, Rm E300
SITE CONTACT ZIP:	SILVERDALE, WA 98315-1087
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)396-5084

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

SITE CONTACT EMAIL:	james.w.dye@navy.mil
FORM CONTACT NAME:	James W Dye
FORM CONTACT ADDR LINE1:	Naval Base Kitsap at Bangor
FORM CONTACT ADDR LINE2:	7001 Finback Circle, Rm E300
FORM CONTACT CITY,ST,ZIP:	Silverdale, WA 98315-1087
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)396-5084
FORM CONTACT EMAIL:	james.w.dye@navy.mil
GEN STATUS CD:	LQG
MONTHLY GENERATION:	FALSE
BATCH GENERATION:	FALSE
ONE TIME GENERATION:	TRUE
TRANSPORTS OWN WASTE:	FALSE
TRANSPORTS OTHRS WASTE:	FALSE
RECYCLER ONSITE:	FALSE
TRANSFER FACILITY:	FALSE
OTHER EXEMPTION:	Not Reported
UW BATTERY GEN:	FALSE
USED OIL TRANSPORTER:	FALSE
USED OIL TRANSFER FACLTY:	FALSE
USED OIL PROCESSOR:	FALSE
USED OIL REREFINER:	FALSE
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	FALSE
USED OIL FUEL MRKTR MEETS SPECS:	FALSE

Facility Site ID Number:	1164456
Permit by Rule:	False
Treatment by Generator:	False
Mixed radioactive waste:	False
Importer of hazardous waste:	False
Immediate recycler:	False
Treatment/Storage/Disposal /Recycling Facility:	False
Generator of dangerous fuel waste:	False
Generator marketing to burner:	False
"Other marketers (i.e., blender, distributor, etc.)":	False
Utility boiler burner:	False
Industry boiler burner:	False
Industrial Furnace:	False
Smelter defferal:	False

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

Universal waste - batteries - generate:	False
Universal waste - thermostats - generate:	False
Universal waste - mercury - generate:	False
Universal waste - lamps - generate:	False
Universal waste - batteries - accumulate:	False
Universal waste - thermostats - accumulate:	False
Universal waste - mercury - accumulate:	False
Universal waste - lamps - accumulate:	False
Destination Facility for Universal Waste:	False
Off-specification used oil burner - utility boiler:	False
Off-specification used oil burner - industrial boiler:	False
Off-specification used oil burner - industrial furnace:	False
EPA ID:	WAR000008771
Facility Address 2:	Not Reported
TAX REG NBR:	N/A
NAICS CD:	92811
BUSINESS TYPE:	Not Reported
MAIL NAME:	Naval Base Kitsap Bangor
MAIL ADDR LINE1:	Naval Base Kitsap Bangor
MAIL ADDR LINE2:	7000 Finback Circle, Rm E300
MAIL CITY,ST,ZIP:	SILVERDALE, WA 98315-7000
MAIL COUNTRY:	UNITED STATES
LEGAL ORG NAME:	Commander Navy Region Northwest
LEGAL ORG TYPE:	Federal
LEGAL ADDR LINE1:	Naval Base Kitsap Bangor
LEGAL ADDR LINE2:	120 South Dewey Street
LEGAL CITY,ST,ZIP:	Bremerton, WA 98314-5020
LEGAL COUNTRY:	UNITED STATES
LEGAL PHONE NBR:	(360) 627-4000
LEGAL EFFECTIVE DATE:	8/30/2002
LAND ORG NAME:	Commander Navy Region Northwest
LAND ORG TYPE:	Federal
LAND PERSON NAME:	Commanding Officer
LAND ADDR LINE1:	Naval Base Kitsap, Commanding Officer
LAND ADDR LINE2:	120 South Dewey Street
LAND CITY,ST,ZIP:	Bremerton, WA 98314-5020
LAND COUNTRY:	UNITED STATES
LAND PHONE NBR:	(360) 627-4000
OPERATOR ORG NAME:	Naval Base Kitsap Bangor
OPERATOR ORG TYPE:	Federal
OPERATOR ADDR LINE1:	Naval Base Kitsap Bangor
OPERATOR ADDR LINE2:	7000 Finback Circle, Rm E300

DETAILS

US NAVY RES CAMP WESLEY HARRIS, 4673 SEABECK HWY NW BREMERTON, WA 98312 (Continued)

OPERATOR CITY,ST,ZIP:	SILVERDALE, WA 98315-7000
OPERATOR COUNTRY:	UNITED STATES
OPERATOR PHONE NBR:	(360)396-5084
OPERATOR EFFECTIVE DATE:	08/30/02
SITE CONTACT NAME:	James W Dye
SITE CONTACT ADDR LINE1:	Naval Base Kitsap Bangor
SITE CONTACT ADDR LINE2:	7000 Finback Circle, Rm E300
SITE CONTACT ZIP:	SILVERDALE, WA 98315-7000
SITE CONTACT COUNTRY:	UNITED STATES
SITE CONTACT PHONE NBR:	(360)396-5084
SITE CONTACT EMAIL:	james.w.dye@navy.mil
FORM CONTACT NAME:	James W Dye
FORM CONTACT ADDR LINE1:	Naval Base Kitsap Bangor
FORM CONTACT ADDR LINE2:	7000 Finback Circle, Rm E300
FORM CONTACT CITY,ST,ZIP:	Silverdale, WA 98315-7000
FORM CONTACT COUNTRY:	UNITED STATES
FORM CONTACT PHONE NBR:	(360)396-5084
FORM CONTACT EMAIL:	james.w.dye@navy.mil
GEN STATUS CD:	XQG
MONTHLY GENERATION:	False
BATCH GENERATION:	False
ONE TIME GENERATION:	False
TRANSPORTS OWN WASTE:	False
TRANSPORTS OTHRS WASTE:	False
RECYCLER ONSITE:	False
TRANSFER FACILITY:	False
OTHER EXEMPTION:	Not Reported
UW BATTERY GEN:	False
USED OIL TRANSPORTER:	False
USED OIL TRANSFER FACLTY:	False
USED OIL PROCESSOR:	False
USED OIL REREFINER:	False
USED OIL FUEL MRKTR DIRECTS SHPMNTS:	False
USED OIL FUEL MRKTR MEETS SPECS:	False

NAME

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QWEST CORPORATION
HINZVILLE AND SEABECK
BREMERTON, WA 98312

EDR ID: O-310003009

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 57**
Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	310003009
Esablishment Name:	QWEST CORPORATION
Esablishment Address:	HINZVILLE AND SEABECK BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	TELEPHONE COMMUNICATIONS, EXCEPT RADIO (1987)
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	5/22/06
Total Inspection Time:	7.0
Unionized:	UNION

OSHA Inspection Activity Number:	310003009
Esablishment Name:	QWEST CORPORATION
Esablishment Address:	HINZVILLE AND SEABECK BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	TELEPHONE COMMUNICATIONS, EXCEPT RADIO (1987)
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	5/22/06
Total Inspection Time:	7.0
Unionized:	UNION

OSHA Inspection Activity Number:	310003009
Esablishment Name:	QWEST CORPORATION

DETAILS

QWEST CORPORATION, HINZVILLE AND SEABECK BREMERTON, WA 98312 (Continued)

Esablishment Address:	HINZVILLE AND SEABECK BREMERTON, WA 98312
Esablishment County:	Kitsap
Primary SIC:	TELEPHONE COMMUNICATIONS, EXCEPT RADIO (1987)
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Not Reported
Case Completed Date:	5/22/06
Total Inspection Time:	7.0
Unionized:	UNION

NAME

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HOLLY DUMP
NW SEABECK HOLLY RD
BREMERTON, WA 98312
EDR ID: 1007070776

FINDINGS

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 59**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.
Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110015473897
Facility Name:	HOLLY DUMP
Facility Address:	NW SEABECK HOLLY RD BREMERTON, WA 98312
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

Prg. Sys. ID:	43665575
Supplemental Interest:	GROUNDWATER PROGRAM
Facility SIC Codes:	4953
Facility NAICS Codes:	Not Reported

Alternative name:	HOLLY DUMP

NAME

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HOLLY DUMP
NW SEABECK HOLLY RD
BREMERTON, WA 98312
EDR ID: S104918071

FINDINGS

▶ **HWS: Confirmed and Suspected Contaminated Sites List** ..... **Page 60**
State Hazardous Waste Sites. State hazardous waste site records are the states' equ...*Full Description>>*

DETAILS

▼ **HWS: Confirmed and Suspected Contaminated Sites List**
CSCSL:

Facility ID:	43665575
Facility Type:	Not Reported
Region:	Northwest
Ecology Status Code:	2
Entered Date:	11/9/2000
Updated Date:	4/11/2008
Brownfield Status:	0
Rank Status:	5
PSI Status:	Not Reported
Clean Method:	Not Reported
Drinking Water Type:	Not Reported
Cleanup Standard:	Not Reported
Acres Remediated:	Not Reported
Latitude:	47.56925
Longitude:	-122.949444
Lat/Long:	47.56925 / -122.949444
Lat/Long (dms):	47 34 9.3 / 122 56 57.998
Media Status Desc:	2/20/2007
Affected Media:	Soil
Affected Media Status:	Confirmed
Pesticides:	Not Reported
Petroleum Products:	Suspected
Phenolic Compounds:	Not Reported
Reactive Wastes:	Not Reported
Corrosive Wastes:	Not Reported
Radioactive Wastes:	Not Reported
Asbestos:	Not Reported
Responsible Unit:	NORTHWEST
Arsenic Code:	Not Reported
MTBE Code:	Not Reported
UXO Code:	Not Reported
Dioxin:	Not Reported
Non-Halogenated Solvents:	Not Reported
Base/Neutral/Acid Organics:	Not Reported
Halogenated Organic Compounds:	Not Reported

DETAILS

HOLLY DUMP, NW SEABECK HOLLY RD BREMERTON, WA 98312 (Continued)

EPA Priority Pollutants - Metals and Cyanide:	Confirmed
Metals - Other non-priority pollutant medals:	Suspected
Polychlorinated biPhenyls (PCBs):	Not Reported
Polynuclear Aromatic Hydrocarbons (PAH):	Suspected
Conventional Contaminants, Organic:	Suspected
Conventional Contaminants, Inorganic:	Suspected
Tibutyl Tin Contaminant Group:	Not Reported
Bioassay/Benthic Failures Contaminant Group:	Not Reported
Wood Debris Contaminant Group:	Not Reported
Other Deleterious Substance Group:	Not Reported
Ecology Site Status (MTCA cleanup process):	Ranked, Awaiting RA

Facility ID:	43665575
Facility Type:	Not Reported
Region:	Northwest
Ecology Status Code:	2
Entered Date:	11/9/2000
Updated Date:	4/11/2008
Brownfield Status:	0
Rank Status:	5
PSI Status:	Not Reported
Clean Method:	Not Reported
Drinking Water Type:	Not Reported
Cleanup Standard:	Not Reported
Acres Remediated:	Not Reported
Latitude:	47.56925
Longitude:	-122.949444
Lat/Long:	47.56925 / -122.949444
Lat/Long (dms):	47 34 9.3 / 122 56 57.998
Media Status Desc:	1/1/0001
Affected Media:	Groundwater
Affected Media Status:	Suspected
Pesticides:	Not Reported
Petroleum Products:	Suspected
Phenolic Compounds:	Not Reported
Reactive Wastes:	Not Reported
Corrosive Wastes:	Not Reported
Radioactive Wastes:	Not Reported
Asbestos:	Not Reported
Responsible Unit:	NORTHWEST
Arsenic Code:	Not Reported
MTBE Code:	Not Reported
UXO Code:	Not Reported

DETAILS

HOLLY DUMP, NW SEABECK HOLLY RD BREMERTON, WA 98312 (Continued)

Dioxin:	Not Reported
Non-Halogenated Solvents:	Not Reported
Base/Neutral/Acid Organics:	Not Reported
Halogenated Organic Compounds:	Not Reported
EPA Priority Pollutants - Metals and Cyanide:	Suspected
Metals - Other non-priority pollutant medals:	Suspected
Polychlorinated biPhenyls (PCBs):	Not Reported
Polynuclear Aromatic Hydrocarbons (PAH):	Not Reported
Conventional Contaminants, Organic:	Suspected
Conventional Contaminants, Inorganic:	Suspected
Tibutyl Tin Contaminant Group:	Not Reported
Bioassay/Benthic Failures Contaminant Group:	Not Reported
Wood Debris Contaminant Group:	Not Reported
Other Deleterious Substance Group:	Not Reported
Ecology Site Status (MTCA cleanup process):	Ranked, Awaiting RA

NAME

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WHISPERING WINDS INC
RIFLEMAN SALE - OFF SEABECK HW
BREMERTON, WA 98310

EDR ID: O-111377503

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 63**

Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	111377503
Esablishment Name:	WHISPERING WINDS INC
Esablishment Address:	RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	5/10/91
Total Inspection Time:	8.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	111377503
Esablishment Name:	WHISPERING WINDS INC
Esablishment Address:	RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	5/10/91
Total Inspection Time:	8.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	111377503
Esablishment Name:	WHISPERING WINDS INC

DETAILS

WHISPERING WINDS INC, RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310 (Continued)

Esablishment Address:	RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	5/10/91
Total Inspection Time:	8.0
Unionized:	NONUNION

OSHA VIOLATIONS DETAILS:

OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.040
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01002
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported

DETAILS

WHISPERING WINDS INC, RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310 (Continued)

Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06510
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01003
Issue Date:	2/27/91
Abatement Date:	3/04/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.040
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01002
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0

DETAILS

WHISPERING WINDS INC, RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310 (Continued)

Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06510
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01003
Issue Date:	2/27/91
Abatement Date:	3/04/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.040
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01001
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06002
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported

DETAILS

WHISPERING WINDS INC, RIFLEMAN SALE - OFF SEABECK HW BREMERTON, WA 98310 (Continued)

Citation ID:	01002
Issue Date:	2/27/91
Abatement Date:	5/30/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	111377503
Standard Violated:	0240.06510
Event Title:	Not Reported
Citation Type:	Other
Disposition:	Not Reported
Citation ID:	01003
Issue Date:	2/27/91
Abatement Date:	3/04/91
Abatement Status:	Completed
Original $ Penalty:	0
Original Failure-to-Abate Penalty:	0
Actual Penalty Amount:	0
Actual Failure-to-Abate Penalty:	0
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

NAME

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PSE- PUGET SOUND ENERGY
SEABECK HWY / HOLLY ROAD
BREMERTON, WA

EDR ID: S108676048

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 68**

Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**

SPILLS:

Facility ID:	526467
Medium:	SOIL
Material Desc:	TRANSFORMER OIL
Material Qty:	10
Material Units:	GALLON
Date Received:	5/16/2002
Contact Name:	Not Reported

NAME

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WYMER PROPERTY
SEABECK HWY NW
BREMERTON, WA 98312

EDR ID: S103502769

FINDINGS

▶ **ICR: Independent Cleanup Reports** ..... **Page 69**

These are remedial action reports Ecology has received from either the owner or oper...*Full Description>>*

DETAILS

▼ **ICR: Independent Cleanup Reports**

ICR:

Date Ecology Received Report:	05/12/97
Contaminants Found at Site:	Not Reported
Media Contaminated:	Soil
Waste Management:	Drum
Region:	North Western
Type of Report Ecology Received:	Interim cleanup report
Site Register Issue:	95-02
County Code:	18
Contact:	Not Reported
Report Title:	Not Reported

NAME

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S F HILL LUMBER INC
WILDCAT SALE - OFF SEABECK HWY
BREMERTON, WA 98310

EDR ID: O-111377495

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 70**

Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description>>*

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	111377495
Esablishment Name:	S F HILL LUMBER INC
Esablishment Address:	WILDCAT SALE - OFF SEABECK HWY BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	2/11/91
Total Inspection Time:	8.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	111377495
Esablishment Name:	S F HILL LUMBER INC
Esablishment Address:	WILDCAT SALE - OFF SEABECK HWY BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	2/11/91
Total Inspection Time:	8.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	111377495
Esablishment Name:	S F HILL LUMBER INC

DETAILS

S F HILL LUMBER INC, WILDCAT SALE - OFF SEABECK HWY BREMERTON, WA 98310 (Continued)

Esablishment Address:	WILDCAT SALE - OFF SEABECK HWY BREMERTON, WA 98310
Esablishment County:	KITSAP
Primary SIC:	LOGGING
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Safety Officer
Case Completed Date:	2/11/91
Total Inspection Time:	8.0
Unionized:	NONUNION

NAME

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THOMAS L DENO DBA HOLE BORING
8195 SEABACK HIGHWAY NW
BREMERTON, WA 98312

EDR ID: O-115310302

FINDINGS

▶ **OSHA: Occupational Safety and Health Administration** ..... **Page 72**

Specific inspection, violation and fatality/catastrophe information regarding inspec...*Full Description*>>

DETAILS

▼ **OSHA: Occupational Safety and Health Administration**

OSHA INSPECTIONS DETAILS:

OSHA Inspection Activity Number:	115310302
Esablishment Name:	THOMAS L DENO DBA HOLE BORING
Esablishment Address:	8195 SEABACK HIGHWAY NW BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	1791
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Health Officer
Case Completed Date:	3/07/00
Total Inspection Time:	6.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115310302
Esablishment Name:	THOMAS L DENO DBA HOLE BORING
Esablishment Address:	8195 SEABACK HIGHWAY NW BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	1791
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Health Officer
Case Completed Date:	3/07/00
Total Inspection Time:	6.0
Unionized:	NONUNION

OSHA Inspection Activity Number:	115310302
Esablishment Name:	THOMAS L DENO DBA HOLE BORING

DETAILS

THOMAS L DENO DBA HOLE BORING, 8195 SEABACK HIGHWAY NW BREMERTON, WA 98312 (Continued)

Esablishment Address:	8195 SEABACK HIGHWAY NW BREMERTON, WA 98312
Esablishment County:	KITSAP
Primary SIC:	1791
Secondary SIC:	Not Reported
Employees at Site:	Not Reported
Total Empoyees:	Not Reported
Inspection Report ID:	1055330-S
Lost Workday Injury Rate:	Not Reported
Inspector Title:	Health Officer
Case Completed Date:	3/07/00
Total Inspection Time:	6.0
Unionized:	NONUNION

OSHA VIOLATIONS DETAILS:

OSHA Inspection Activity Number:	115310302
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

OSHA Inspection Activity Number:	115310302
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported

DETAILS

THOMAS L DENO DBA HOLE BORING, 8195 SEABACK HIGHWAY NW BREMERTON, WA 98312 (Continued)

Hazardous Substance Involved:	Not Reported
OSHA Inspection Activity Number:	115310302
Standard Violated:	S-01
Event Title:	Not Reported
Citation Type:	Not Reported
Disposition:	Not Reported
Citation ID:	Not Reported
Issue Date:	Not Reported
Abatement Date:	Not Reported
Abatement Status:	Not Reported
Original $ Penalty:	Not Reported
Original Failure-to-Abate Penalty:	Not Reported
Actual Penalty Amount:	Not Reported
Actual Failure-to-Abate Penalty:	Not Reported
Penalty Contested:	Not Reported
Hazardous Substance Involved:	Not Reported

NAME

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LONE ROCK GROCERY
11195 SEABECK HWY NW
SEABECK, WA 98380

EDR ID: 1007072652

FINDINGS

▶ **FINANCIAL ASSURANCE: Financial Assurance Information Listing** ..... **Page 75**
Financial Assurance Information Listing...*Full Description>>*

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 75**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINANCIAL ASSURANCE: Financial Assurance Information Listing**

WA FINANCIAL ASSURANCE:

DOE Site ID:	1839
Financial Resp Type:	Colony Accordia NW
Inception Date:	2/18/2006
Expiration Date:	2/18/2007

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.
Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110015492796
Facility Name:	LONE ROCK GROCERY
Facility Address:	11195 SEABECK HWY NW SEABECK, WA 98380
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

Prg. Sys. ID:	32588114
Supplemental Interest:	LEAKING STORAGE TANK
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	Not Reported

Alternative name:	LONE ROCK GROCERY

NAME

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LONE ROCK GROCERY
11195 SEABECK HWY NW
SEABECK, WA 98380

EDR ID: U003026125

FINDINGS

▶ **LUST: Leaking Underground Storage Tanks Site List** ..... **Page 76**
Leaking Underground Storage Tank Incident Reports. LUST records contain an inventor...*Full Description>>*

▶ **UST: Underground Storage Tank Database** ..... **Page 76**
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the R...*Full Description>>*

▶ **ICR: Independent Cleanup Reports** ..... **Page 79**
These are remedial action reports Ecology has received from either the owner or oper...*Full Description>>*

DETAILS

▼ **LUST: Leaking Underground Storage Tanks Site List**

LUST:

FS ID:	32588114
Facility ID:	1839
Facility Status:	Cleanup Started
Release ID:	490277
Affected Media:	Ground Water
Alternate Name:	LONEROCK GROCERY
Release Notification Date:	12/30/1998
Release Status Date:	12/8/1998
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.6551 / -122.78897

FS ID:	32588114
Facility ID:	1839
Facility Status:	Cleanup Started
Release ID:	490277
Affected Media:	Soil
Alternate Name:	LONEROCK GROCERY
Release Notification Date:	12/30/1998
Release Status Date:	12/8/1998
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.6551 / -122.78897

▼ **UST: Underground Storage Tank Database**

UST:

Facility ID:	32588114
Site ID:	1839
Lat Deg:	47
Lat Min:	39
Lat Sec:	18
Long Deg:	122
Long Min:	47

DETAILS

LONE ROCK GROCERY, 11195 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Long Sec:	20
UBI:	6000705990020001
Phone Number:	3608305071

Tank ID:	4310
Tank Name:	3
Install Date:	3/30/1982
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	8/16/1999
Tank Status:	Removed
Tank Permit Expiration Date:	9/30/1999
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	None
Tank Overfill Prevention:	None
Tank Material:	Not Reported
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	None
Pipe Material:	Not Reported
Pipe Construction:	Single Wall Pipe
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	None
Tank Primary Release Detection:	Weekly Manual Gauging
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	9/8/1998
Tag Number:	A8178

Tank ID:	4375
Tank Name:	1
Install Date:	3/30/1982
Capacity:	2,001 to 4,999 Gallons
Tank Upgrade Date:	1/29/1999
TankSystem Status:	Operational
TankSystem Status Change Date:	8/26/1996
Tank Status:	Operational
Tank Permit Expiration Date:	9/30/2007
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Spill Bucket/Spill Box
Tank Overfill Prevention:	Automatic Shutoff (fill pipe)

DETAILS

LONE ROCK GROCERY, 11195 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Tank Material:	Steel
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Annual
Tank Corrosion Protection:	Impressed Current
Pipe Material:	Fiberglass
Pipe Construction:	Single Wall Pipe
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Corrosion Resistant
Tank Primary Release Detection:	Manual Inventory Control (daily)
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	A8178

Tank ID:	4403
Tank Name:	4
Install Date:	12/31/1964
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Exempt
TankSystem Status Change Date:	8/26/1996
Tank Status:	Exempt
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Steel
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Steel
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Not Reported
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	A8178

DETAILS

LONE ROCK GROCERY, 11195 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Tank ID:	4445
Tank Name:	2
Install Date:	3/30/1982
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	1/16/1999
Tank Status:	Removed
Tank Permit Expiration Date:	9/30/1999
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	None
Tank Overfill Prevention:	None
Tank Material:	Not Reported
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	None
Pipe Material:	Not Reported
Pipe Construction:	Single Wall Pipe
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	None
Tank Primary Release Detection:	Weekly Manual Gauging
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	9/8/1998
Tag Number:	A8178

▼ **ICR: Independent Cleanup Reports**

ICR:

Date Ecology Received Report:	12/30/98
Contaminants Found at Site:	Petroleum products
Media Contaminated:	Groundwater, Soil
Waste Management:	Tank
Region:	North Western
Type of Report Ecology Received:	Interim cleanup report
Site Register Issue:	98-17
County Code:	18
Contact:	Not Reported
Report Title:	Not Reported

NAME

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15376 SEABECK HWY NW
15376 SEABECK HWY NW
SEABECK, WA
EDR ID: 2005601542

FINDINGS

▶ **ERNS: Emergency Response Notification System** ..... **Page 80**
Emergency Response Notification System. ERNS records and stores information on repo...*Full Description>>*

DETAILS

▼ **ERNS: Emergency Response Notification System**
ERNS:

Site ID:	2005747413
Incident cause:	UNKNOWN
Incident desc:	CALLER IS REPORTING A GASOLINE STORAGE TANK LEAKING INTO THE SEABECK MARINA.
Incident type:	STORAGE TANK
Incident date:	01/17/2005
Incident TG:	DISCOVERED
Inc location:	SEABECK
Incident address:	15376 SEABECK HWY NW SEABECK, WA
Distance from city:	Not Reported
Lat/Long:	/
Lat/Long quad:	/
Incident date:	01/17/2005
Township/section/range:	//
WMD flag:	Not Reported
Rad flag:	Not Reported
Bio flag:	Not Reported
Amt material flag:	Not Reported
Military:	Not Reported
LNG flag:	Not Reported
Fire involved:	No
Fire extinguished:	Unknown
Any evacuees:	No
Number of evacs:	Not Reported
Who evacuated:	Not Reported
Radius of evacuation:	Not Reported
Any injuries:	No
Number injured:	Not Reported
Number hospitalized:	Not Reported
Any fatalities:	No
Any damage:	No
Damage amount:	Not Reported
Air corridor desc:	Not Reported
Air corridor closed:	Not Reported
Water description:	Not Reported

DETAILS

15376 SEABECK HWY NW, 15376 SEABECK HWY NW SEABECK, WA (Continued)

Water closed:	No
Water closed time:	Not Reported
Road closed:	No
Road closed desc:	Not Reported
Road closed time:	Not Reported
Closure direction:	Not Reported
Major artery:	No
Track closed:	No
Track closed time:	Not Reported
Tr. close direction:	Not Reported
Track description:	Not Reported
Media interest:	NONE
Medium affected:	WATER
Additional medium:	PUGET SOUND
Body of water:	PUGET SOUND
Tributary:	Not Reported
Near river:	Not Reported
Release secured:	Unknown
Est. duration of rel.:	Not Reported
Release rate:	Not Reported
Rel. rate units:	Not Reported
Rel. per units:	Not Reported
Remedial action:	LOCAL FD IS ON SCENE
Agency on scene:	Not Reported
Other agency:	Not Reported
State agency notified:	Not Reported
Fed. agency notified:	Not Reported
Structure name:	Not Reported
Structure type:	Not Reported
Struct. operator:	Not Reported
Weather:	Not Reported
Air temp:	0
Wind speed:	Not Reported
Wind speed unit:	Not Reported
Wind direction:	Not Reported
Water contaminated:	Unknown
Sheen size:	Not Reported
Sheen size units:	Not Reported
Sheen color:	Not Reported
Sheen direction:	Not Reported
Sheen odor:	UNKNOWN
Sheen length:	Not Reported
Sheen len. units:	Not Reported
Sheen width:	Not Reported
Sheen wid. units:	Not Reported
Wave condit:	Not Reported
Current speed:	Not Reported
Current speed units:	Not Reported
Current direction:	Not Reported
Water temp:	Not Reported

DETAILS

15376 SEABECK HWY NW, 15376 SEABECK HWY NW SEABECK, WA (Continued)

Allision:	Not Reported
Employees injured:	Not Reported
Employee fatalities:	Not Reported
Passengers injured:	Not Reported
Passenger fatalities:	Not Reported
Occupant fatalities:	Not Reported
Community impact:	No
Offshore:	Not Reported
Addition info:	NONE

Aircraft type:	Not Reported
Aircraft model:	Not Reported
Aircraft ID:	Not Reported
Aircraft fuel cap:	Not Reported
Capacity units:	Not Reported
Fuel onboard:	Not Reported
Fuel units:	Not Reported
Spot number:	Not Reported
AC hanger:	Not Reported
AC runway:	Not Reported
Mile marker:	Not Reported
Building ID:	Not Reported
Type fixed obj:	Not Reported
Power gen facility:	Unknown
Generation capacity:	Not Reported
Fuel type:	Not Reported
NPDES:	Not Reported
NPDES compliance:	Unknown
Pipe type:	Not Reported
DOT regulated:	Unknown
Pipe above:	ABOVE
Exposed underwtr:	No
Pipe covered:	Unknown
Railroad hotline:	Not Reported
Grade crossing:	No
Location subdivision:	Not Reported
Railroad milepost:	Not Reported
Vehicle type:	Not Reported
Crossing device:	Not Reported
Device operational:	Yes
DOT crossing #:	Not Reported
Brakes failed:	No
Tank description:	UNKNOWN
Above ground tank:	ABOVE
Tank regulated:	Unknown
Tank ID:	Not Reported
Tank regulated by:	Not Reported
Tank capacity:	Not Reported
Capacity units:	Not Reported
Actual amount:	Not Reported
Amount units:	Not Reported

DETAILS

15376 SEABECK HWY NW, 15376 SEABECK HWY NW SEABECK, WA (Continued)

Transportable container:	Unknown
Platform rig name:	Not Reported
Platform letter:	Not Reported
Local area ID:	Not Reported
Local block ID:	Not Reported
OCSG number:	Not Reported
State lease #:	Not Reported
Pier dock #:	Not Reported
Berth slip #:	Not Reported
Initial continuous rel #:	Not Reported
Cont. rel permit:	Not Reported
Allision:	No
Structure type:	Not Reported
Structure:	Not Reported
Structure operator:	U
Air bag deployed:	Not Reported
Date time normal srvc:	Not Reported
Service disruption time:	Not Reported
Transit bus flag:	Not Reported
Begin date:	Not Reported
End date:	Not Reported
Change date:	Not Reported
Call received date:	01/17/2005
Complete date:	01/17/2005
Call Taker:	JSP2096
Call Type:	INC
Responsible Party:	UNKNOWN
RP telephone:	0
RP tel type:	Not Reported
Responsible company:	Not Reported
RC organization type:	UNKNOWN
PR address:	Not Reported
	XX
Initial caller:	Not Reported
Initial caller tel:	Not Reported
Initially reported comp.:	Not Reported
On behalf:	Not Reported
Source:	TELEPHONE

NAME

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THE MARINA & MOORAGE AT SEABECK INC
15376 SEABECK HWY NW
SEABECK, WA 98380

EDR ID: U000597894

FINDINGS

▶ **LUST: Leaking Underground Storage Tanks Site List** ..... **Page 84**
Leaking Underground Storage Tank Incident Reports. LUST records contain an inventor...*Full Description>>*

▶ **UST: Underground Storage Tank Database** ..... **Page 85**
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the R...*Full Description>>*

DETAILS

▼ **LUST: Leaking Underground Storage Tanks Site List**

LUST:

FS ID:	14956955
Facility ID:	100884
Facility Status:	Cleanup Started
Release ID:	4034
Affected Media:	Ground Water
Alternate Name:	MARINA & MOORAGE AT SEABECK INC
Release Notification Date:	11/20/1992
Release Status Date:	2/26/1993
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.64101 / -122.82863

FS ID:	14956955
Facility ID:	100884
Facility Status:	Awaiting Cleanup
Release ID:	4034
Affected Media:	Soil
Alternate Name:	MARINA & MOORAGE AT SEABECK INC
Release Notification Date:	11/20/1992
Release Status Date:	1/25/1993
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.64101 / -122.82863

FS ID:	14956955
Facility ID:	100884
Facility Status:	Cleanup Started
Release ID:	4034
Affected Media:	Soil
Alternate Name:	MARINA & MOORAGE AT SEABECK INC
Release Notification Date:	11/20/1992
Release Status Date:	2/26/1993
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.64101 / -122.82863

FS ID:	14956955

DETAILS

THE MARINA & MOORAGE AT SEABECK INC, 15376 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Facility ID:	100884
Facility Status:	Awaiting Cleanup
Release ID:	4034
Affected Media:	Ground Water
Alternate Name:	MARINA & MOORAGE AT SEABECK INC
Release Notification Date:	11/20/1992
Release Status Date:	1/25/1993
Site Response Unit Code:	NORTHWEST
Lat/Long:	47.64101 / -122.82863

▼ **UST: Underground Storage Tank Database**

UST:

Facility ID:	14956955
Site ID:	100884
Lat Deg:	47
Lat Min:	38
Lat Sec:	27
Long Deg:	122
Long Min:	49
Long Sec:	43
UBI:	Not Reported
Phone Number:	2068305179
Tank ID:	1811
Tank Name:	1
Install Date:	6/1/1976
Capacity:	Not Reported
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	8/26/1996
Tank Status:	Removed
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Not Reported
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Other
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported

DETAILS

THE MARINA & MOORAGE AT SEABECK INC, 15376 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

Tank ID:	1925
Tank Name:	2
Install Date:	6/1/1976
Capacity:	Not Reported
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	8/26/1996
Tank Status:	Removed
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	Not Reported
Tank Overfill Prevention:	Not Reported
Tank Material:	Not Reported
Tank Construction:	Not Reported
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	Not Reported
Pipe Material:	Not Reported
Pipe Construction:	Not Reported
Pipe Primary Release Detection:	Other
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	Not Reported
Tank Primary Release Detection:	Not Reported
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

NAME

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SEABECK MARINA
15376 SEABECK HWY NW
SEABECK, WA
EDR ID: S103508165

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 87**
Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

▶ **ICR: Independent Cleanup Reports** ..... **Page 87**
These are remedial action reports Ecology has received from either the owner or oper...*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**

SPILLS:

Facility ID:	545742
Medium:	SURFACE WATER-FRESH
Material Desc:	PETROLEUM - GASOLINE
Material Qty:	800
Material Units:	GALLON
Date Received:	1/17/2005
Contact Name:	SMITH

▼ **ICR: Independent Cleanup Reports**

ICR:

Date Ecology Received Report:	02/22/93
Contaminants Found at Site:	Petroleum products
Media Contaminated:	Groundwater, Soil
Waste Management:	Tank
Region:	North Western
Type of Report Ecology Received:	Interim cleanup report
Site Register Issue:	92-46
County Code:	18
Contact:	Not Reported
Report Title:	Not Reported

NAME

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MARINA & MOORAGE AT SEABECK INC
15376 SEABECK HWY NW
SEABECK, WA 98380
EDR ID: 1007075477

FINDINGS

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 88**
Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.
Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110015521256
Facility Name:	MARINA & MOORAGE AT SEABECK INC
Facility Address:	15376 SEABECK HWY NW SEABECK, WA 98380-9720
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

Prg. Sys. ID:	14956955
Supplemental Interest:	LEAKING STORAGE TANK
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	Not Reported

Alternative name:	MARINA& MOORAGE AT SEABECK INC

NAME

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SEABECK CHRISTIAN CONFERENCE
15395 SEABECK HWY NW
SEABECK, WA 98380

EDR ID: 1007072200

FINDINGS

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 89**

Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110015488220
Facility Name:	SEABECK CHRISTIAN CONFERENCE
Facility Address:	15395 SEABECK HWY NW
	SEABECK, WA 98380-0000
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	No
Indian Tribal Land:	No

EPA Records Indicate Facility Is Listed In:

Prg. Sys. ID:	34895912
Supplemental Interest:	UNDERGROUND STORAGE TANK PROGRAM
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	Not Reported

Alternative name:	SEABECK CHRISTIAN CONFERENCE

NAME

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SEABECK CHRISTIAN CONFERENCE
15395 SEABECK HWY NW
SEABECK, WA 98380
EDR ID: U000920312

FINDINGS

▶ **UST: Underground Storage Tank Database** ..... **Page 90**
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the R...*Full Description>>*

DETAILS

▼ **UST: Underground Storage Tank Database**

UST:

Facility ID:	34895912
Site ID:	3160
Lat Deg:	47
Lat Min:	35
Lat Sec:	12.96
Long Deg:	122
Long Min:	51
Long Sec:	40.04
UBI:	6010821180010001
Phone Number:	3605305010
Tank ID:	35033
Tank Name:	1
Install Date:	4/1/1980
Capacity:	111 TO 1,100 Gallons
Tank Upgrade Date:	1/1/0001
TankSystem Status:	Removed
TankSystem Status Change Date:	8/26/1996
Tank Status:	Removed
Tank Permit Expiration Date:	1/1/0001
Tank Closure Date:	1/1/0001
Tank Pumping System:	Not Reported
Tank Spill Prevention:	None
Tank Overfill Prevention:	None
Tank Material:	Not Reported
Tank Construction:	Single Wall Tank
Tank Tightness Test:	Not Reported
Tank Corrosion Protection:	None
Pipe Material:	Not Reported
Pipe Construction:	Above Ground Piping
Pipe Primary Release Detection:	Suction
Pipe Second Release Detection:	Not Reported
Pipe Corrosion Protection:	None

DETAILS

SEABECK CHRISTIAN CONFERENCE, 15395 SEABECK HWY NW SEABECK, WA 98380 (Continued)

Tank Primary Release Detection:	Other
Tank Second Release Detection:	Not Reported
Pipe Tightness Test:	Not Reported
Tank Actual Status Date:	8/6/1996
Tag Number:	Not Reported

NAME

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SEABECK ELEMENTARY
15565 SEABECK HWY NW
SEABECK, WA 98380

EDR ID: 1011478277

FINDINGS

▶ **FINDS: Facility Index System/Facility Registry System** ..... **Page 92**

Facility Index System. FINDS contains both facility information and 'pointers' to o...*Full Description>>*

DETAILS

▼ **FINDS: Facility Index System/Facility Registry System**

This site is listed in the Federal FINDS database. The FINDS database may contain references to records from government databases included elsewhere in the report.

Please note: the FINDS database may also contain references to out of date records formerly associated with the site.

Registry ID:	110036842913
Facility Name:	SEABECK ELEMENTARY
Facility Address:	15565 SEABECK HWY NW SEABECK, WA 98380
Facility County:	KITSAP
EPA Region:	10
Fed. Gov. Facility:	Not Reported
Indian Tribal Land:	Not Reported

EPA Records Indicate Facility Is Listed In:

NCES (National Center for Education Statistics) is the primary federal entity for collecting and analyzing data related to education in the United States and other nations and the institute of education sciences.

Prg. Sys. ID:	530108000185
Supplemental Interest:	REGULAR SCHOOL
Facility SIC Codes:	Not Reported
Facility NAICS Codes:	Not Reported

Alternative name: SEABECK ELEMENTARY

NAME

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15634 SEABECK HWY NW
SEABECK, WA
EDR ID: S109010544

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 93**
Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**
SPILLS:

Facility ID:	603393
Medium:	SURFACE WATER-MARINE
Material Desc:	PETROLEUM - UNKNOWN
Material Qty:	Not Reported
Material Units:	GALLON
Date Received:	1/22/2008 2:09:00 PM
Contact Name:	UNKNOWN

NAME

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UNKNOWN
15652 SEABECK HWY NW
SEABECK, WA
EDR ID: S107155796

FINDINGS

▶ **SPILLS: Reported Spills** ..... **Page 94**
Spills reported to the Spill Prevention, Preparedness and Response Division....*Full Description>>*

DETAILS

▼ **SPILLS: Reported Spills**
SPILLS:

Facility ID:	505200
Medium:	AIR
Material Desc:	ODOR
Material Qty:	Not Reported
Material Units:	Not Reported
Date Received:	7/10/1999
Contact Name:	UNKNOWN

FINANCIAL ASSURANCE: Financial Assurance Information Listing

Source:
Telephone:

Date of Government Version: 03/09/2009
Database Release Frequency: Varies

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Source: EPA
Telephone: 703-412-9810

Date of Government Version: 12/03/2007
Database Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Source: Environmental Protection Agency
Telephone: 703-308-0035

Date of Government Version: 11/12/2008
Database Release Frequency: Varies

RCRA-NLR: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Source: Environmental Protection Agency
Telephone: 703-308-0035

Date of Government Version: 11/12/2008
Database Release Frequency: Varies

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180

Date of Government Version: 12/31/2007
Database Release Frequency: Annually

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Source: EPA
Telephone:

Date of Government Version: 10/30/2008
Database Release Frequency: Quarterly

HWS: Confirmed and Suspected Contaminated Sites List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Source: Department of Ecology
Telephone: 360-407-7200

Date of Government Version: 02/10/2009
Database Release Frequency: Semi-Annually

LUST: Leaking Underground Storage Tanks Site List

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Source: Department of Ecology
Telephone: 360-407-7183

Date of Government Version: 03/10/2009
Database Release Frequency: Quarterly

DATABASE DESCRIPTIONS

UST: Underground Storage Tank Database
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Source: Department of Ecology
Telephone: 360-407-7183

Date of Government Version: 03/10/2009
Database Release Frequency: Quarterly

MANIFEST: Hazardous Waste Manifest Data
Hazardous waste manifest information.

Source: Department of Ecology
Telephone:

Date of Government Version: 12/31/2007
Database Release Frequency: Annually

SPILLS: Reported Spills
Spills reported to the Spill Prevention, Preparedness and Response Division.

Source: Department of Ecology
Telephone: 360-407-6950

Date of Government Version: 01/12/2009
Database Release Frequency: Semi-Annually

OSHA: Occupational Safety and Health Administration
Specific inspection, violation and fatality/catastrophe information regarding inspections of interest.

Source: Department of Labor
Telephone: 202-693-1700

Date of Government Version: 12/31/2007
Database Release Frequency: Annually

PCS: Permit Compliance System
PCS is EPA's database system for managing wastewater discharges to surface bodies of water as part of the National Pollutant Discharge Elimination System under the Clean Water Act. Facility data, discharge monitoring report information and compliance/enforcement activities are included in the database. To maintain currency, EDR contacts the Agency on a quarterly basis.

Source: EPA/Office of Water
Telephone: 202-564-4099

Date of Government Version: 12/12/2007
Database Release Frequency: Semi-Annually

ICR: Independent Cleanup Reports
These are remedial action reports Ecology has received from either the owner or operator of the sites. These actions have been conducted without department oversight or approval and are not under an order or decree. This database is no longer updated by the Department of Ecology.

Source: Department of Ecology
Telephone: 360-407-7200

Date of Government Version: 12/01/2002
Database Release Frequency: No Update Planned

NPDES: Water Quality Permit System Data
A listing of permitted wastewater facilities.

Source: Department of Ecology
Telephone: 360-407-6073

Date of Government Version: 02/10/2009
Database Release Frequency: Quarterly

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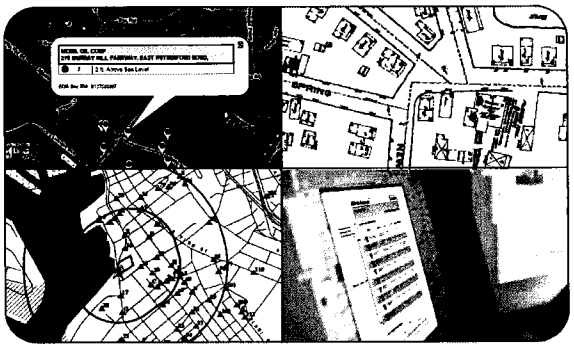

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