



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 11, 2012

Ordinance 17489

Proposed No. 2012-0220.1

Sponsors Dunn

1 AN ORDINANCE approving a lease amendment with the
2 Seattle Skeet and Trap Club for facilities located in the
3 Ravensdale area.

4 BE IT ORDAINED BY THE COUNCIL OF KINGCOUNTY:

5 **SECTION 1. Findings:**

6 A. The Seattle Skeet and Trap Club is a bona fide nonprofit organization that has
7 leased land from King County for the past ten years to provide shooting facilities for use
8 by the public and club members from the surrounding area.

9 B. The King County executive has negotiated a lease amendment providing for
10 expansion of the existing facilities under certain terms and conditions.

11 C. The executive is authorized to lease county-owned real property for use by
12 bona fide nonprofit organizations as provided by K.C.C. 4.56.150.E. and subject to
13 approval by ordinance of the King County council consistent with K.C.C. 4.56.190.C.

14 D. The attached lease form provides for an increase in the leasehold area of
15 greater than fifty percent over the existing space. Seattle Skeet and Trap Club has
16 committed to making significant improvements, including new and updated amenities,
17 which will continue to serve the public by providing a state-of-the-art skeet and trap
18 facility.

19 SECTION 2. The executive is hereby authorized to execute the lease amendment
20 in substantially similar form as provided in Attachment A to this ordinance and all
21 actions up to now taken by county officials, agent and employees consistent with the
22 terms and purposes of the lease agreement are hereby ratified, confirmed and approved.

23 SECTION 3. If any one or more of the covenants or agreements provided in this
24 ordinance to be performed on the part of the county is declared by any court of competent
25 jurisdiction to be contrary to law, then such a covenant or covenants, agreement or
26 agreements are null and void and shall be deemed separable from the remaining
27 covenants and agreements of this ordinance and in no way affect the validity of the other
28 provisions of this ordinance or of the lease.

29 SECTION 4. The subject lease amendment is hereby approved in substantially
30 similar form to Attachment A to this ordinance.
31

Ordinance 17489 was introduced on 6/18/2012 and passed by the Metropolitan King
County Council on 12/10/2012, by the following vote:

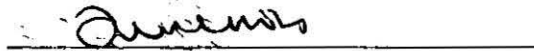
Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Mr. Ferguson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



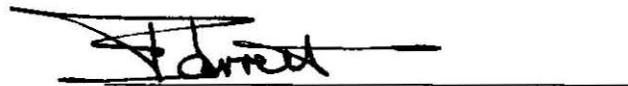
Larry Gossett, Chair

ATTEST:



Anne Norris, Clerk of the Council

APPROVED this 14th day of December 2012



Dow Constantine, County Executive

Attachments: A. Lease Agreement

RECEIVED
2012 DEC 17 PM 2:43
CLERK
KING COUNTY COUNCIL

Attachment A to Ordinance

Seattle Skeet and Trap Club Lease Amendment

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE ("Amendment") is dated _____, 2012, for reference purposes only, by and between **KING COUNTY**, a political subdivision of the State of Washington and **SEATTLE SKEET AND TRAP CLUB**, a Washington Non-Profit Corporation, also known as the **SEATTLE GUN CLUB** ("Seattle Skeet") (collectively, the "Parties") to amend that certain lease between Lessor and Lessee dated June 1, 1997 ("Lease") on the terms provided herein.

RECITALS

- A. King County and Seattle Skeet entered into the June 1, 1997 Lease for approximately nineteen (19) acres of undeveloped land, including approximately ten (10) acres for Seattle Skeet's construction and operation of shooting facilities and nine (9) acres as a safety buffer, on King County's Ravensdale property located in unincorporated King County, Washington.
- B. Seattle Skeet desires to amend the Lease to increase the leased premises to approximately 83 acres (from 19 acres) including expansion of the shooting facilities to approximately 56 acres (from 10 acres) and the safety buffer to approximately 27 acres (from 9 acres).
- C. In accordance with the Lease, Seattle Skeet has engaged an Operations Advisory Committee and Design Advisory Committee (as defined in the Lease) and received therefrom favorable recommendations to proceed with the proposed additional development.
- D. King County and Seattle Skeet entered into the Lease for the purpose of developing the leased premises in a manner that creates a public benefit and now desire to amend the Lease to provide for Seattle Skeet's additional development in a manner that constitutes a public purpose and will benefit the public as a recreational amenity.

NOW, THEREFORE, King County and Seattle Skeet agree to amend the Lease pursuant to the terms and conditions contained herein. All capitalized terms not otherwise defined in the Lease shall have the meaning set forth herein. In the event of a conflict between terms defined in the Lease and in this Amendment, the definitions herein shall control. The recitals are hereby incorporated into this Amendment as if fully set forth below.

- I. Section I. (Premises) of the Lease is hereby repealed in its entirety and replaced by the following:

King County hereby leases to Seattle Skeet, upon the following terms and conditions of the Lease, as amended, that portion of King County's Ravensdale holding legally described on the attached Exhibit A-1 and depicted on Exhibit B-1

which is expressly designated therein for use by Seattle Skeet. For purposes of this Lease, the premises which are described and depicted in Exhibits A and B for use by Seattle Skeet, and which are the subject matter of this Lease, shall be comprised of both an existing premises (hereafter the "Existing Area") and an expanded portion of the premises (hereafter the "Expansion Area"), which collectively shall constitute the Seattle Skeet Property ("Property").

2. Exhibits A-1 and B-1 attached hereto shall replace and supersede Exhibits A and B of the Lease.
3. The obligations of the Parties hereunder shall commence as of the date upon which this Amendment is executed and delivered by the Parties, but not prior to approval of this Amendment by ordinance of the King County Council (the "Commencement Date").
4. King County and Seattle Skeet acknowledge and agree that the construction and improvement obligations of Seattle Skeet, as originally provided in the Lease (Sections II.A.1, .2, .3, .4, .5, .6 and .7) have been fully performed to the satisfaction of both parties. Any and all construction and improvement obligations provided herein shall be supplemental and in addition to those already performed under the Lease.
5. Section II (Use) of the Lease shall be amended by the addition of the following:
 - C. Construction of the Seattle Skeet Expansion Facilities. Subject to such permits and other approvals as may be required herein and by law, Seattle Skeet hereby covenants to complete the development and construction of additional shooting facilities on the Expansion Area of the Property as follows (the "Seattle Skeet Expansion Facilities"):
 - (1) A new sporting clays shooting course consisting of twenty-one (21) covered shooting stations.
 - (2) A new "5-stand/station" covered shooting structure.
 - (3) One additional uncovered "American Trap" and "American/International Skeet" concrete pad field overlay, including shelters to house and protect the skeet and trap target machines which will increase the number of trap and skeet field overlays to a total of six (6).
 - (4) Increased shotfall areas cleared for the new shooting facilities.
 - (5) Gravel road extensions to provide access to the shooting facilities.
 - (6) Lighting for existing skeet/trap fields 1-7 and parking lot lighting.
 - (7) Electrical and water hookups to provide incidental, short term, temporary use by tournament participants and service providers engaged in official business related to Seattle Skeet (example, instructor clinics, construction work, etc.). Incidental, short term, temporary overnight camping shall be permitted only for tournament participants subject to applicable zoning and land use regulations. King County reserves the right to terminate Seattle Skeet's right to provide such incidental, short term, temporary

overnight camping at its sole discretion. No long term camping shall be permitted at any time.

- D. In the future, Seattle Skeet is authorized to construct the following facilities, subject to such permits and other approvals as may be required herein and by law:
- (1) A new storage building measuring approximately 40 feet by 80 feet.
 - (2) An expansion of the existing clubhouse measuring an additional approximately 30 feet by 42 feet.
 - (3) One additional uncovered "American Trap" and "American/International Skeet" concrete pad field overlay, including shelters to house and protect the skeet and trap target machines increasing the number of trap and skeet field overlays to a total of seven (7).
 - (4) A gate to close the access road to the existing sporting clays course when skeet/trap fields 6 and 7 are in use.
 - (5) An industry standard protective shotfall curtain to prevent the travel of shot pellets from existing skeet/trap fields 6 and 7 from crossing the road, when the existing sporting clays course is used simultaneously. Skeet/trap fields 6 and 7 will not be used simultaneously with the sporting clays course until this barrier is completed.
 - (6) An additional "Olympic-bunker style" covered "International Trap" facility at a location to be determined as provided in Sections E and F below.
- E. Permitting. Seattle Skeet shall be responsible for obtaining all necessary permits and land use approvals relating to the construction of the Seattle Skeet Expansion Facilities including, without limitation, conditional use permit, clearing and grading permit and compliance with RCW 43.21C, the State Environmental Policy Act.
- F. Approval of Plans and Specifications. Prior to commencing additional construction of the Seattle Skeet Expansion Facilities, Seattle Skeet shall: (i) submit design plans and specifications for review and input of the Design Advisory Committee; (ii) submit to King County findings and recommendations from the Design Advisory Committee; and (iii) submit to King County design plans and specifications, reasonably acceptable to King County, for the advance written approval of the Director of the King County Facilities Management Division, or designee, which may be granted, conditioned or denied in King County's sole discretion.
- G. Well Water Use. King County shall continue to provide water service to Seattle Skeet as available from the existing water well. Water use shall be limited to 400 gallons per day. Seattle Skeet may use additional water for the purpose of lead reclamation (subject to compliance with all applicable standards, zoning and land

use regulations, permitting, and other governmental rules, regulations and laws) on a limited occasional basis subject to: (i) notifying the additional users of the water well as to the estimated additional volume of water needed, proposed use, and the proposed duration of use for said additional water; and (ii) subject to the reasonable approval of King County. In the event that Seattle Skeet needs additional water usage on a regular basis, Seattle Skeet may request such additional water by notice to King County. Such a request for additional water usage on a regular basis shall be accompanied by a detailed explanation of Seattle Skeet's existing water usage and its need for additional water and may be granted by King County at its sole discretion based on the existing and planned future use of the subject water well. To supplement any additional water needs, Seattle Skeet may install and use a water storage tank, subject to securing appropriate permits and approvals, for the purpose of storing water (based on the daily limit provided above) on those days that Seattle Skeet does not have a need for such water.

- H. Fencing. The Property shall be surrounded by a safety fence consisting of the Seattle Skeet fence on the south and southwest border, the Cascade Rifle and Pistol fence on the north and northwest border, and the City of Seattle Watershed fence on the east border, as outlined in Exhibit B-1.
- I. Construction Costs. Seattle Skeet shall be solely responsible for all costs and expenses arising from or related to the construction of the Seattle Skeet Expansion Facilities and shall keep the Property free and clear of any liens.
- J. Surrender of Facilities. Upon expiration or earlier termination of the Lease, the Seattle Skeet Expansion Facilities and all other improvements made on the Property pursuant to this Lease, as amended, shall become the property of King County at no cost and with no offset to Seattle Skeet unless other arrangements have been made in writing between the parties prior to expiration or earlier termination of the Lease.

- 6. Section II.B.1. ("Operations Advisory Committee") of the Lease shall remain the same in all respects, except that all references to the "KING COUNTY Department of Public Safety" shall be amended and replaced by "King County Facilities Management Division."
- 7. Section II.B.2. ("Time of Operation") of the Lease is hereby repealed in its entirety and replaced by the following:

Hours of Operation. Subject to such authorizations as may be required by law, Seattle Skeet is authorized to operate pursuant to its authorized uses provided in section II.B.3 at the Property 365 days per year. Shooting will only be allowed from 9:00am until 7:00pm on days of standard operation. For special events, which will occur no more than ten (10) days per year, hours of operation will be allowed between the hours of 8:00am and 9:00pm. Any proposed deviations from this schedule must be approved by the Operations Advisory Committee and by the

King County Facilities Management Division, Real Estate Services Section. Seattle Skeet shall provide written notice of any proposed schedule deviation, which has been approved as provided herein, by mailing such notice to all households within King County Sections 28, 29, 20, 31 and 32 of Township 22, Range 7 no less than thirty (30) days in advance.

8. Section II.B.3 of the Lease shall remain the same in all respects, except that the "King County Department of Public Safety" shall be replaced with the "King County Facilities Management Division, Real Estate Services Section."
9. Section II.B.4. ("Safety Plan") of the Lease shall be repealed in its entirety and replaced by the following:

Safety Plan. Seattle Skeet shall be responsible for the conduct of its members, licensees, invitees and guests on the Property. Seattle Skeet shall develop, regularly maintain and follow a "National Rifle Association-approved" safety plan as an operating covenant for the safe operation of the facilities. A copy of the current safety plan is attached hereto as Exhibit D. Seattle Skeet has also entered into and shall maintain as an operating covenant an agreement providing for the safe operation of the area located between Seattle Skeet's Property and the adjacent shooting facility known as the Cascade Shooting Facilities, successor-in-interest to Cascade Rifle and Pistol Facilities. A copy of the current agreement is attached hereto as Exhibit E.

During shooting operations, no person shall be allowed to possess or consume alcoholic beverages on the Property. Seattle Skeet shall not allow any person who is under the influence of alcoholic beverages or drugs to use or discharge any firearm or weapon or to remain on the Property.

During special awards banquets or scheduled social events, Seattle Skeet shall be authorized (subject to securing an applicable liquor license from the State of Washington or other approvals required by law) to serve alcoholic beverages during the special awards banquets or scheduled social events, except that alcoholic beverages shall not be served in any instance earlier than one (1) hour after all range shooting has been terminated for the day and all firearms (except those new-in-box firearms that may be presented as gifts or prizes at such awards banquets or scheduled social events) have been secured and remained secured and no further shooting shall be allowed for a minimum of eight (8) hours after the cessation of said awards banquets or social events. Un-opened bottles of alcoholic beverages that are awarded as prizes or raffle items must remain un-opened while on the Property. Seattle Skeet hereby agrees to obtain additional insurance or policy coverage to provide insurance coverage for the serving of alcoholic beverages on the Property as provided herein, reasonably acceptable to King County. Seattle Skeet acknowledges and agrees that its right to serve alcoholic beverages pursuant to this Section II.B.4 is conditional and revocable by King County without advance notice to Seattle Skeet at King County's sole and

absolute discretion for any violation of the aforementioned provisions concerning service of alcoholic beverages on the Property.

10. Section III.A ("Term") of the Lease shall be repealed in its entirety and replaced by the following:

A. Term. The term of this Lease, as amended, shall continue to be thirty (30) years, beginning on the 1st day of June, 1997 and ending on the 31st day of May, 2027. Such term represents the useful life of those improvements contemplated by this Lease, as amended, as estimated by King County and Seattle Skeet.

King County shall have the right, in its sole and absolute discretion, to elect to terminate Seattle Skeet's leasehold interest in the portion of the Premises referred to as the Expansion Area, as legally described and depicted in Exhibits A-1 and B-1, should Seattle Skeet fail to comply with its covenant to complete the development and construction of additional shooting facility improvements identified herein as the Seattle Skeet Expansion Facilities, as provided in Section 5A of this Amendment, within three (3) years following the Commencement Date unless otherwise agreed to in writing by the parties. In the event of such termination of the leasehold as to the Expansion Area of the Property, Seattle Skeet shall:

- (1) Surrender the Expansion Area to King County within ninety (90) days of receiving written notice of such termination, unless otherwise agreed to in writing by the parties, in substantially the same undeveloped condition as existed prior to the Lease and prior to any alterations or development by Seattle Skeet, at the sole cost and expense of Seattle Skeet; and
- (2) Effective on the termination date of the Expansion Area until expiration or earlier termination of the Lease, pay annual rental to King County for the Existing Area pursuant to the provisions of Section IV.A (Annual Rent) of the original Lease.

11. Section IV. ("Annual Rent and Consideration") of the Lease shall be amended to include the following:

D. Annual Rent and Consideration Effective on the Amendment Commencement Date. Effective on the Commencement Date of this Amendment, Seattle Skeet shall pay annual rental to King County in the amount of Nine Thousand Dollars (\$9,000.00) plus applicable Washington State leasehold excise tax of One Thousand One Hundred Fifty-Five Dollars and Sixty Cents (\$1,155.60) for a total annual rental of Ten Thousand One Hundred Fifty-Five Dollars and Sixty Cents (\$10,155.60). The parties agree that said annual rental amount is less than fair market rent in consideration of the following construction and operating covenants by Seattle Skeet:

- (1) Completion of the development and construction of the improvements identified herein as the Seattle Skeet Expansion

Facilities, as provided in Section 5A of this Amendment, within three (3) years following the Commencement Date. In the event that Seattle Skeet is making good faith efforts to complete the development and construction of the Seattle Skeet Expansion Facilities but has not completed said development and construction within three (3) years as required herein, King County may provide Seattle Skeet additional time to complete said development and construction so long as Seattle Skeet provides a plan for timely completion, reasonably acceptable to King County, and diligently and continuously pursues said completion in a manner reasonably acceptable to King County;

- (2) Operating and maintaining the facility to instruct, train and exhibit proficiency and safety in shooting acquired through the use of the Property by Seattle Skeet members and the public in general;
- (3) Opening the facility to the general public on a daily basis at all times that the facility is in operation except for up to six (6) events per year scheduled exclusively for club members. The Property shall be open to the general public no less than one-hundred eighty (180) days per year;
- (4) Charging fees to the nonmember public for use of the facility at an amount which does not exceed fees charged to Seattle Skeet members for the same event/purpose by more than 25%;
- (5) King County shall be permitted to use the facility for public safety purposes including, without limitation, police training purposes, no less than four days per year subject to the parties' reasonable agreement as to scheduling.

12. Section 2. ("Rent Adjustment") of Exhibit C ("King County General Terms and Conditions") to the Lease shall be repealed in its entirety and replaced by the following:

2. Rent Adjustment. Effective on the fifth (5th) anniversary of the Commencement Date, and annually every five (5) years thereafter, the annual rental payable by Seattle Skeet to King County net of the offset provided herein, if any, shall be increased by fifteen percent (15%).

13. Section IV.B. ("Commencement of Availability of Facilities to the Public") of the Lease shall be amended and replaced as follows:

Commencement of Availability of Facilities to Public. Seattle Skeet's obligation to make facilities available to the public in accordance with Section IV.D (Commencement of Availability of Facilities to Public), as amended, shall commence no later than 120 days after the issuance of a grading permit for construction of the Seattle Skeet Expansion Facilities issued by the King County Department of Development and Environmental Services to Seattle Skeet or their agent.

14. Section V.A of the Lease shall remain the same in all respects, except that all references to the "King County Department of Public Safety" shall be amended and replaced by "King County Facilities Management Division, Real Estate Services Section."
15. Section V.E. ("Notices") shall be repealed and replaced by the following:

Notices. Required notices shall be given to the following respective addresses:

To King County: King County Facilities Management Division
Real Estate Services Section
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Manager

To Seattle Skeet: Seattle Skeet and Trap Club
26520 292nd Avenue SE #3
Ravensdale, WA 98051-8633

To Operations Advisory
Committee: c/o King County Facilities Management Division
Real Estate Services Section
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Manager

Or to such other respective addressees as the foregoing entities may hereafter from time to time designate in writing. Notices sent by registered, return-receipt mail shall be deemed effective when sent.

All other terms, conditions, specifications and requirements of the Lease, as amended, shall remain unchanged and in full effect, except as specifically amended herein.

LESSEE:
SEATTLE SKEET AND TRAP CLUB,
a Washington Non-Profit Corporation

LESSOR:
KING COUNTY, a political subdivision of
the State of Washington

BY: [Signature]

BY: _____

NAME: WALTER PLOUSKI

NAME: _____

ITS: PRESIDENT

ITS: _____

DATE: 04-16-12

DATE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

STATE OF Washington)
) ss
COUNTY OF King)

On this 16th day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter T. PLOUSKI, to me known to be the _____ of Seattle Skeet and Trap Club, who executed the foregoing instrument and acknowledge the 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 said person was authorized to execute said instrument for Seattle Gun Club.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Printed Name: CRAIG W. HALE
NOTARY PUBLIC in and for the State of Washington, residing at Snoguelme
My Commission Expires: 10/2/14

CRAIG W. HALE
Notary Public
State of Washington
My Commission Expires
October 02, 2014

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the Facilities Management Division, King County, a political subdivision of the State of Washington, who executed the foregoing instrument and acknowledge the said instrument to be the free and voluntary act and deed of King County, for the uses and purposes therein mentioned, and on oath stated that said person was authorized to execute said instrument for King County.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

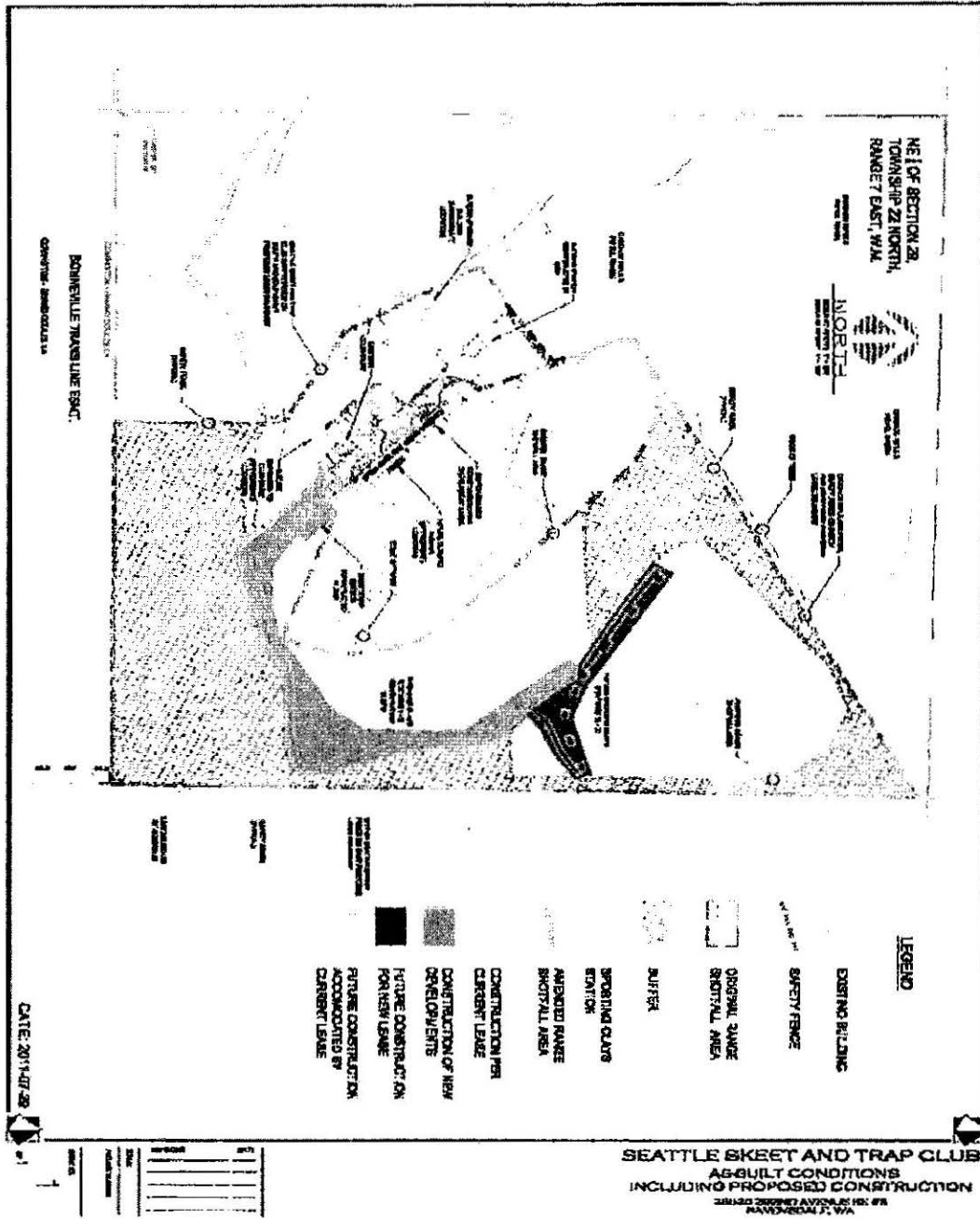
Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

**EXHIBIT A-1
Legal Description**

A portion of the Northeast quarter of Section 29, Township 22 North, Range 7 East in King County, State of Washington as shown on the attached depiction.

EXHIBIT B-1 Depiction

\\pyramide\c\font\Seal\Seal\Drawings\A-1\11\SGFC - 2011-07-27\un-a\11-pla.dwg, 8/1/2011 8:50:57 AM



**EXHIBIT D
Safety Plan**

January 26, 2009, updated March 21, 2012

*King County Shooting Sports Park
Shooting Operations & Safety Manual
For
Seattle Skeet and Trap Club, Inc.*

The purpose of this manual is to provide a single source of information for Seattle Skeet and Trap Club, Inc. to safely operate its clay target shooting sports facility.

Shooting Operations – General

The SST Site	The term "SST Site" in this document refers to the Seattle Skeet and Trap Club, Inc. leased facility at the King County Shooting Sports Park in Ravensdale, WA. This document is designated exclusively for this SST Site and no other.
Governmental Laws	The laws of all governments of jurisdiction at the SST Site shall not be violated, including County, State, and Federal. These laws shall take precedence over any contrary statements in this document.
Lease Terms and Stipulations	The terms of the lease of the SST Site between the SST Club and King County shall be upheld at all times. Those terms that specifically impact shooting operations and safety are repeated in this document for convenience.
Normal Shooting Hours (lease stipulation)	For noise abatement purposes, normal shooting hours are from 9 am to sunset. Our King County Lease Agreement does not permit operation outside of these hours unless approved by the Operations Advisory Committee and by the King County Facilities Management.
Safety Plan (lease stipulation)	This document shall satisfy the lease requirements of an approved safety plan. This document is based on approved NRA safety guidelines.
Alcoholic Beverages (lease stipulation)	No person shall be allowed to possess or consume alcoholic beverages on the SST Site. (Or anywhere else on the King County Shooting Park grounds). The SST Club shall not allow any person under the influence of alcoholic beverages or controlled substances to discharge a firearm or to remain on the SST Site. If necessary, the Range Master on duty may summon law enforcement officers to assist with inebriated persons.

Gun Limitations	The SST Site shall be used for shotguns only. Arms other than shotguns will not be discharged on the SST Site.
Ammunition Limitations (lease & design stipulation)	<p>Maximum shot size is 7 ½ on the SST facility. All Range Masters will ask all shooters when signing in what shot size they will be shooting, by following an SST script. The duty Range Master or Range Safety Officer may request, cut open and examine a reloaded shell at any time, and may request and examine any new shell at any time. With prior permission and knowledge of the Range Master, larger shot sizes may be used on the patterning boards. Slugs may never be fired at this site.</p> <p>An exception to Safety Rule 7 (never load more than two shells at a time) is allowed only for special shooting events that are pre-approved by the SST board (example – exhibition shoot).</p> <p>A container will be provided for misfired/unfired shells found on the range. Board designated personnel will discard/recycle the misfired/unfired shells appropriately.</p>
Range use Limitations (lease & design stipulation)	<p>The Sporting Clays course will not be used simultaneously with Skeet/Trap Fields 6 and 7. The access road to the Sporting Clays Course will be closed and blocked with a gate when Skeet/Trap Fields 6 and 7 are in use. If for some reason access to the Sporting Clays course is required when Skeet/Trap Fields 6 and 7 are in use, a "cease fire" will be called on Skeet/Trap Fields 6 and 7 and enforced until those using the Sporting Clays access road have moved beyond the safety zone of Skeet/Trap Fields 6 & 7.</p> <p>5-Stand -- The 5-Stand chair shall appoint a target setter(s) whose responsibility will be to ensure that shot stays within the shot fall area designated for 5-Stand. 5-Stand target machines are always to be oriented so that shot is not directed toward the storm water infiltration area on the Cascade Rifle & Pistol range adjacent to the 5-Stand, and is safe for other shooting venues at SST.</p> <p>A Range Master review/inspection of the trajectory of each machine shall be done before the 5-Stand opens to insure machines have not been tampered with or moved. Any machine that does not conform to this SOP regarding shot fall will be turned off and not used until the situation is corrected and a member of the target committee is notified.</p> <p>A "cease fire" will be called between Cascade and SST when Cascade must perform maintenance in the storm water infiltration area next to the 5-Stand.</p>
Inter-Operative Agreement with Cascade Shooting Facilities Inclement Weather	<p>The SST Board will maintain, and update as necessary, an inter-operative agreement with Cascade Shooting Facility to ensure safe operations between the two shooting facilities.</p> <p>During adverse weather conditions (wind, lightning, etc.) any RM or RSO has the authority to close any fields or traps if they determine it is unsafe.</p>
Vehicle use	Only golf carts, ATV and authorized maintenance vehicles are allowed on the Sporting Clays Course. All vehicles will remain on the sporting clays course road surfaces and be operated in a conservative and safe manner.
Safety	Safety is of paramount concern at all times. The rules herein and posted at the site must be followed by all persons at all times. No firearm may be loaded in chamber or magazine, except as permitted in this manual.

Firearm Discharge Limitations	<p>Under no circumstances will any firearm be discharged on the SST Site without a certified and designated Range Master on duty at the SST Site.</p> <p>In addition, firearms shall be discharged only when the shooter is in an area designated and appropriate for the discharge, and when conditions are otherwise safe for other personnel, animals and property.</p>
Target Limitations	<p>The SST Site is designated for clay target shooting only. Except for patterning boards, no target other than clay disks shall be fired upon at the SST Site without prior Club approval.</p>
Animals on the SST Site	<p>Under no circumstances will animals, either domestic or wild; be fired upon at the SST Site. Shooting shall terminate as necessary to avoid injuring any animal that enters the shot fall area.</p>
Cease Fire	<p>When a "cease fire" is called by any RM or RSO, shooters will unload their firearms. Actions are to be kept open until the Range Master or Range Safety Officer signals the "cease fire" is ended (exception – over/under guns that are unloaded and benched may have actions closed).</p>
Indemnity/Agreement Signature	<p>All shooters must sign an agreement and indemnity attesting that they will obey the posted safety rules stipulated elsewhere in this document. A parent or guardian must sign the agreement for minors (less than 18 years of age), and must review the rules personally with each minor prior to their shooting a firearm.</p> <p>The 5-Stand indemnity agreement is located at the 5-stand control booth.</p>
Chief Range Master	<p>The SST Club must have a designated Chief Range Master. The Chief Range Master has overall responsibility for shooting operations and safety at the SST Site; and is responsible for the training and certifying of qualified Range Masters and Range Safety Officers.</p>
Range Masters and Range Safety Officers	<p>Range Masters and Range Safety Officers must be trained and certified by the SST Site. The Range Master or Range Safety Officer on duty will wear a Certification Badge, making his status known to all shooters on the SST Site. Off duty Range Master and Range Safety Officer on the site shall not display a Certification Badge. In addition the Range Safety Officer on duty shall wear a hunter orange vest making his presence visible to all participants. The Range Master or Range Safety Officer on duty shall show his Certification Badge to any law enforcement, government official or SST Board member that requests to see it.</p>
Range Master and Range Safety Officer List	<p>A list of currently certified Range Masters and Range Safety Officers shall be maintained by the Chief Range Master, and shall be available on the SST Site.</p> <p>NOTE: This list is mutually exclusive of the Club Officers and Board Members list. Elected officers must take the Range Master or Range Safety Officer certification training in order to add their name to the list. All new officers should take this training as soon as possible after their election, if necessary.</p>
Primary Range Master Responsibility and Empowerment	<p>The Range Master on duty has primary responsibility for shooting operations and safety, and is empowered to enforce all rules and procedures within this document. The Range Master is empowered to ask that violators leave the SST Site and may summon law enforcement officers if necessary, to assure that they do leave.</p> <p>Range Safety Officer Responsibility - The Range Safety Officer on duty supports the Range Master on duty specifically for the safety and security on the range as outlined below.</p>
Membership Responsibility	<p>All members on the premises have a responsibility to continuously watch for safety issues and to report violations to the Chief Range Master, Range Master or Range Safety Officer on duty as appropriate under the circumstances.</p>

Safety Violations Reporting	<p>Range Safety Rule violations must be reported to a Board member as soon as practical, especially violations committed knowingly and intentionally.</p> <p>The SST Board will further investigate violations by Club Members for possible disciplinary action.</p> <p>Intentional or repeated violations by any shooter may result in banishment of the violator from the SST Site, at the discretion of the SST Board.</p>
Opening the Facility (Authorization)	<p>Only a Certified Range Master, as shown on the official Range Master list, may open the SST Site for shooting purposes.</p>
Minimum Number of Persons On Site when Shooting	<p>A minimum of a Range Master and one other person must be present on the site before shooting is allowed.</p>
Shooter Sign-in	<p>Before shooting, all persons must print their name and sign the daily sign-in sheet and Indemnity Form. This must be done prior to shooting each day.</p>
Telephone on Site	<p>An operating telephone (or usable cell phone) must be available on the site before shooting is allowed, for the purposes of contacting emergency medical services.</p> <p>Each Sporting Clay range shooter or squad shall possess a functioning cell phone or RFS radio.</p>
First Aid Kit & Defibrillator	<p>An OSHA approved first aid kit is available to all personnel on the site. Signs make its location known. An Automatic External Defibrillator (AED) is also available in the clubhouse.</p>
Gunshot Wound Reporting Requirements	<p>All injuries requiring on site first aid, subsequent doctors visit, hospitalization or a 911 call must be reported to the Range Master and an SST Injury Form completed.</p> <p>The range master must report in writing to the manager of the Licensing and Regulatory Services Division all on-site and off-site gunshot wounds resulting from Shooting Sports Facility activities. The reporting address is:</p> <p>King County Licensing and Regulatory Services Division King County Administration Building 500 4th Avenue Room 403 Seattle, WA 98104-2337</p>
Off-Hours Use of the Facility (Qualifications)	<p>Only Certified Range Masters as shown on the Range Master list and this Range Master's invited guests may shoot at the SST Site at other than scheduled opening times. Other conditions for this privilege include:</p> <ol style="list-style-type: none"> 1. Notify the Chief Range Master and get permission prior to use. 2. Follow all procedures and rules as for scheduled openings, including shooting hours, squad sheets, cash accounting, security and trap machine status (target load, etc.). 3. I have no more than three guests per member on site.
Expectations for Off-Hours Use of the Facility	<p>All Range Masters are expected to perform Range Master duties during normal facility operating hours or as part of a published special shoot. Range Masters that have not acted in this capacity within the past year will have their name removed from the Range Master List and will lose their off-hours privileges.</p> <p>We reserve the privilege of off-hours shooting for those Range Masters that are willing to take their turn at scheduled operations. The SST Board may make an exception for special cases.</p>

Shooting Operations – Responsibilities

General	<p>The Range Master on duty has primary responsibility for shooting operation and safety at the site during open hours. The four major areas of responsibility are:</p> <ol style="list-style-type: none">1. Safety2. Club Operation3. Financial Accounting4. Security
The Range Safety Officer when on duty supports the Range Master in the areas of:	<ol style="list-style-type: none">1. Safety2. Security
Range Master Responsibilities	<p>The Range Master is the manager, safety officer, cashier, and host on the SST Site during open hours. The Range Master is empowered to make decisions and take actions within the boundaries of Club rules, and as outlined by Range Master responsibilities, as necessary to resolve problems or other situations that may arise during operation of the SST Site.</p>
Delegation of Duties	<p>The Range Master acts as a coordinator and facilitator. The Range Master may delegate duties to responsible members as necessary.</p>
Conflict of Opinion	<p>If a conflict of opinion concerning an action at the SST Site occurs between an SST Club officer and the Range Master on duty, the Range Master shall prevail, unless the officer is a Certified Range Master and agrees to immediately take over all Range Master duties and responsibilities, thereby relieving the designated Range Master on duty of further responsibility on this day. Both the relieved Range Master and the SST Officer shall notify the Chief Range Master of the action taken as soon as is practical. The Range Master shall notify an SST Club officer, and follow up with a written report to the SST Board containing the details of the conflict.</p>
New Shooters and Prospective Members	<p>The Range Master is responsible to see that new shooters, whether members, guests, or public walk-ins, get help and instruction as necessary to assure safety and compliance with all operational and safety procedures. The Range Master may delegate this duty to another experienced Club member if possible, so as to avoid conflict and interference with his accomplishing his other SST Site duties and operational requirements.</p> <p>Only range personnel are allowed down range.</p>

Range Master Duties

Duties include:

1. Opening and closing the clubhouse and safe
2. Opening and closing the shooting fields
3. Financial accounting
4. Squad sign-ups
5. Ringing up sales
6. Aiding new member sign-ups (forms and handouts).
7. Assuring that required indemnity and rules forms are signed.
8. Make coffee
9. Empty garbage cans inside the Clubhouse
10. Put up and take down the flag.

Range Safety Officer

Responsibilities

The RSO acting outside the clubhouse works as a team with the RM on duty and has the primary responsibilities for shooting operations and safety.

New Shooters and Prospective Members

When requested by the Range Master, the Range Safety Officer is responsible to see that new shooters, whether members, guests, or public walk-ins, get help and instruction as necessary to assure safety and compliance with all operational and safety procedures. Observers must be behind safety fence.

Range Safety Officer Duties:

1. Helping with the opening and closing of the trap and skeet houses.
2. Report to the RM if trap/skeet houses need target replenishment as needed.
3. Safety monitoring of activity on the grounds.
4. Helping new shooters with rules, protocol, procedures, and safety.

When only a Range Master is on duty, this Range Master has the duties for all of the above soliciting help from experienced Club members as necessary to keep things moving and safe.

Safety Rules

Range Safety Rules

**Posted
Range
Safety
Rules**

The following rules shall be posted at the site, and shall be included in an indemnity and rules form to be signed by all shooters.

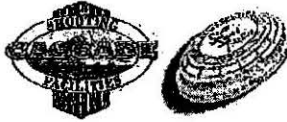
**Safety
Rules**

1. NO UNAUTHORIZED SHOOTING.
2. NO ONE IS ALLOWED PAST THE FIRING LINE OR THE MOST FORWARD SHOOTING POSITION AT ANY TIME WHILE THE FIELD IS IN USE.
3. EAR & EYE PROTECTION (BOTH) REQUIRED ON THE RANGE BY SHOOTERS, OBSERVERS, & RANGE PERSONNEL.
4. NO HAND TRAPS ALLOWED.
5. MAXIMUM SHOT SIZE 7 1/2.
6. SHOOTERS ON A FIRING STATION MUST NOT LEAVE THE STATION OR CHANGE POSITIONS UNTIL THE GUN IS UNLOADED & THE ACTION IS OPEN.
7. NEVER LOAD MORE THAN TWO SHELLS AT ANY TIME.
8. ACTION OPEN AND GUN UNLOADED WHEN CARRYING GUN ON CLUB GROUNDS.
9. ACTION OPEN EXCEPT WHEN ON THE SHOOTING STATION FACING THE TRAP.
10. KEEP MUZZLE POINTED DOWN RANGE OR IN SAFE DIRECTION AT ALL TIMES.
11. INFORM THE SQUAD MEMBERS, PULLERS, AND SCOREKEEPERS IF YOU HAVE A RELEASE TRIGGER PRIOR TO LOADING THE GUN.
12. AFTER WEAK REPORT OR MISFIRE, WAIT 30 SECONDS BEFORE OPENING ACTION AND CHECK THE BARREL FOR OBSTRUCTIONS.
13. MISFIRED/UN-FIRED SHELLS MUST BE REMOVED FROM RANGE BY SHOOTER.
14. STAY CLEAR OF SKEET AND TRAP TARGET OPENINGS AND MACHINES.
15. BE COURTEOUS AND SHOW SPORTSMANSHIP AT ALL TIMES.
16. NO ALCOHOLIC BEVERAGES ON THE PREMISES.
17. A GUN THAT ACCIDENTLY DISCHARGES TWICE IN ONE ROUND FOR MECHANICAL REASONS SHALL BE REMOVED FROM THE RANGE.
18. ALWAYS KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO SHOOT.
19. KNOW YOUR TARGET AND WHAT IS BEYOND.
20. REMEMBER: TREAT EVERY GUN AS A LOADED GUN.
21. A RANGE OFFICER MAY INSPECT AMMUNITION & REJECT ITS USE IF IT DOES NOT CONFORM TO SST RANGE RULES.

**Adherence
to Rules**

It is the responsibility of each shooter to be knowledgeable of, and adhere to the above rules at all times. Violations shall be grounds for expulsion from the SST Site for the day. Repeated or intentional violations may lead to the SST Board imposing permanent banishment from the SST Site.

EXHIBIT E
Agreement



**AGREEMENT OF OPERATION
BETWEEN
CASCADE SHOOTING FACILITY AND
SEATTLE SKEET & TRAP**

WHEREAS, the Cascade Shooting Facility ("CSF") and Seattle Skeet & Trap ("SST") are desirous of using their respective facilities and respective volunteers or employees to jointly provide a safe range environment.

WHEREAS, to implement the foregoing CSF and SST desire to enter into this Agreement of Operation.

NOW, THEREFORE, in consideration of mutual promises and agreements herein contained, and for valuable consideration, the parties do hereby covenant and agree as follows:

I. CONTINUANCE OF MUTUAL COOPERATION

CSF and SST do jointly desire and commit to continually operate in a fashion beneficial to both organizations. Having done so for many years, they do affirm an intent to communicate and coordinate in any fashion as to benefit both organizations and the shooting sports.

II. CONDITIONS

Under this agreement CSF and SST shall continue to be autonomous and shall be governed independently by their respective governing bodies. Each range is responsible to manage, enforce and be accountable for their discrete "safety operations procedures" and subsequent safe operations of their respective ranges.

III. MODIFICATION & TERMINATION OF AGREEMENT

This agreement will be in effect, subject to modification to accommodate future considerations, throughout the time that both ranges actively operate under their existing respective leases with King County Department of Executive Services, Facilities Management Division.

IV. LIABILITY INSURANCE

CSF and SST shall maintain comprehensive liability policies for their respective ranges, insuring range operations for their discrete facilities.

SIGNATORIES



Chris Hodges, President
Cascade Shooting Facilities

3/22/12
Date



Walt Plonski, President
Seattle Skeet & Trap

3/22/12
Date