CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	3-12-13	
RESOLUTION OR ORDINANCE NUMBER		
AGENDA TITLE	**Firearms Range Policy**	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Anthony Celeste, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE	The purpose of this policy is to provide a safe and orderly use of the city's firearm range.	
BACKGROUND	Recently it was brought to the attention of the police department that private concealed carry classes were being conducted at the city's range. Concerns were expressed regarding range safety and liability.	
SPECIAL NOTES		
ANALYSIS	Staff recommends a policy which reduces the city's liability and establishes fair and safe procedures for use of the range.	
PUBLIC INFORMATION PROCESS		
BOARD OR COMMISSION RECOMMENDATION		

STAFF RECOMMENDATION	Staff recommends the Commission establish authorization for the police department to regulate use of the range. Attached is the proposed policy which would be implemented to facilitate and govern use of the range pertaining to private classes.
REFERENCE DOCUMENTS ATTACHED	Attached is the city's agreement with the Coffeyville Shooters Club

COFFEYVILLE POLICE DEPARTMENT
General Order

SUBJECT: FIREARMS RANGE

SECTION: OPERATIONAL PROCEDURES

ORDER #: 12.5

EFFECTIVE DATE: **Draft** REVISION DATE: **Draft**

I. POLICY

It is the policy of the Coffeyville Police Department to provide for the safe and orderly use of the city owned firearms range.

II. PROCEDURE

1. CITY OWNED FIREARMS RANGE
   - 1.1 The City of Coffeyville currently owns property located in the 1400 Block of South Walnut, Coffeyville, KS, which has been designated as a firearms range.
   - 1.2 The range shall be maintained and repaired in accordance with the agreement between the City of Coffeyville and the Coffeyville Shooters Club.

2. AUTHORIZED USERS
   - 1.1 Only authorized uses shall be permitted on the range.
   - 1.2 Authorized Users;
     - 1.2.1 Coffeyville Police Officers
     - 1.2.2 Montgomery County Sheriff Deputies
     - 1.2.3 Any local, state, or federal law enforcement officer(s) when approved by the Chief of Police
     - 1.2.4 Coffeyville Shooters Club Members
     - 1.2.5 Guests as allowed by the Coffeyville Shooters Club when accompanied by a member
     - 1.2.6 Students of an approved firearms safety class, shooting class, or concealed carry class.

3. LIMITS OF USE
   - 1.1 No firearms or ammunition prohibited by Federal, State, or local ordinance, nor shall any other weapon or destructive device be used on the range which the owner or possessor is not legally permitted to own or use.

1.2 Firearm classes and concealed carry classes are not permitted to be held on the range without the approval of the Chief of Police.

4. RESERVATIONS
   - 4.1 Use of the range shall be conducted in accordance with the agreement between the City of Coffeyville and the Coffeyville Shooters Club.
   - 4.2 The police department will notify the Coffeyville Shooters Club of scheduled law enforcement training events.
   - 4.3 The police department may take possession of the range upon immediate demand if required, however the department will endeavor to avoid scheduling conflicts with the Coffeyville Shooters Club and maintain a mutually beneficial relationship.

5. OTHER AUTHORIZED USES
   - 1.1 Authorized users may utilize the range to conduct private firearms safety classes, shooting classes, and concealed carry classes in accordance with the following restrictions;
     - 1.1.1 Authorized users conducting any classes on the range must have approval of the Chief of Police.
     - 1.1.2 No private firearms safety classes, shooting classes, or concealed carry classes shall be approved unless the instructor is an authorized user and is certified by a reputable organization as determined by the Chief of Police.
     - 1.1.3 No private firearms safety classes, shooting classes, or concealed carry classes shall be approved unless the instructor provides the city proof of liability insurance in the amount not less than one million dollars ($1,000,000.00).
     - 1.1.4 No more than 20 students per instructor shall be permitted on the range during any firearms safety class, shooting class, or concealed carry class.
   - 1.2 Nothing in this policy shall restrict, prohibit, or require approval for the Coffeyville Shooters Club to hold firearm related classes on the range which are held exclusively for their members.

L-143

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of March, 1997, by and between the City of Coffeyville, a municipal corporation organized and operating under the laws of the state of Kansas, (hereinafter called "CITY"), and the Coffeyville Shooters Club, (hereinafter called "CLUB").

WHEREAS, CLUB desires to use a certain piece of property owned by CITY for the purpose of operating and maintaining a firearms shooting range; and

WHEREAS, CITY is the owner of the hereinafter described tract of land, and CITY, subject to the terms and conditions set forth below has agreed for CLUB to use such property for such purposes;

NOW, THEREFORE, CITY and CLUB hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide the members of the CLUB a place to shoot firearms on an individual and organizational basis and to provide a benefit to CITY by having CLUB help in maintaining and improving the facilities used by the Coffeyville Police Department in its training and practice. CITY recognizes that CLUB may sponsor shooting competitions or other organized events and CLUB recognizes that CITY may likewise organize such events. Both parties desire to work together to benefit each other.

2. PROPERTY TO BE USED. The general description of the property is as follows:

> The area within and immediately surrounding the burm located directly North of the Model

Airplane field in Pfister Park, Coffeyville, Kansas, including the area extending directly South of the burm but not overlapping with the Airplane Field.

hereinafter called "RANGE".

The parties hereto expressly acknowledge that the above described tract of land may be a temporary location and that the CITY reserves the right to change that tract and convert it to some other public purpose, and, at its option, either open a new range at a new location or to choose not to construct another range.

In the event a new range is constructed at a new location, then this agreement shall be interpreted so that the term "RANGE" refers to the new location.

3. TERM OF AGREEMENT. CITY agrees to permit CLUB to use the RANGE for a period of one (1) year beginning on March 15, 1997, and ending on March 14, 1998, regardless of the date this agreement is executed, and subject to the remaining terms and conditions of this agreement. This agreement shall be extended for succeeding one (1) year terms unless CITY gives CLUB notice at least ninety (90) days prior to its expiration. The CITY agrees that it shall not arbitrarily refuse to extend this agreement.

4. ALTERATIONS AND IMPROVEMENTS. CLUB shall not make any permanent alterations, additions or improvements to the RANGE without the written consent of the City Manager. All alterations, additions or improvements which shall be made by

either party (except the CLUB's furniture, equipment and supplies never attached or affixed to the realty) shall be the property of the CITY and shall remain upon and be surrendered with the premises as part thereof, without disturbance, molestation, or injury. CLUB and CITY may from time to time enter into joint efforts to improve the RANGE and may share the cost and/or labor of such improvements.

5. MAINTENANCE AND REPAIRS. CLUB shall, at all times and at its own cost and expenses, repair, replace and maintain in a good, safe and substantial condition the RANGE and any improvements, additions and alterations thereto and shall use all reasonable precaution to prevent waste, damage, or injury to the RANGE. PROVIDED, CLUB shall not be responsible for any damage not caused by CLUB members or CLUB activities.

CLUB shall keep all vegetation within the burm area trimmed and mowed in a neat and sightly fashion. CITY shall be responsible for all other mowing and trimming. In the event a fence is constructed, CLUB shall maintain the vegetation area inside the fence.

6. HOURS OF OPERATION. Prior to beginning use of the RANGE, CLUB shall furnish to CITY a schedule of days and times the CLUB expects to open the RANGE to its membership. CLUB agrees that no firearms shall be used at the RANGE between one-half hour after official sunset and 8 a.m. the following morning without approval from CITY's chief of police. CLUB may submit

revised schedules of operation, but, in no event shall such revised schedule take effect sooner than thirty days after being presented to CITY. CITY reserves the right to refuse certain hours of operation, but such refusal shall not be arbitrary.

7. LIMITS OF USE. There shall not be permitted on the RANGE the use of any firearm or ammunition prohibited by Federal, State or Local ordinance, nor shall any other weapon or destructive device be used which the owner or possessor thereof is not legally permitted to own or use.

8. RESERVATIONS. CITY hereby reserves the right to the exclusive use of RANGE as a training and practice facility for the CITY's police department at such times and under such circumstances as CITY may, in its discretion, deem necessary. CITY shall provide CLUB with a schedule of anticipated use so that CLUB has notice of the times and days that the police department will be using the RANGE, provided, however, that CITY retains the right to use the RANGE upon immediate demand if required.

CITY further reserves the right to grant permission to any other local, state or federal law enforcement agency, military organization or public entity to have the exclusive use of the RANGE for such purposes as CITY deems necessary or desirable. CITY agrees to provide CLUB notice of the times and days such permission is given and such notice shall be given as early in advance as reasonable under the circumstances.

9. CASUALTY LOSS. Should the RANGE or any buildings constructed thereon be destroyed in whole or in part by fire or other casualty, or damaged to such an extent that its repair would not be economically feasible, neither CITY nor the CLUB shall have any obligation whatsoever to repair, reconstruct, or restore the RANGE. If the election is made not to restore, repair, or reconstruct the RANGE, this agreement shall automatically terminate.

10. UTILITIES. CLUB shall pay all costs of natural gas utility service, telephone service and waste disposal service. CITY agrees to pay reasonable costs of electricity, water, and sewer services. This paragraph shall not be interpreted to require either party to furnish such services if the same do not already exist.

11. CANCELLATION. The CITY may terminate this agreement, with or without cause, upon sixty (60) days written notice, to the CLUB. At the expiration of the sixty (60) days, CITY shall be entitled to take possession of the RANGE and all rights and responsibilities of CLUB in the RANGE shall then be terminated. CLUB may cancel this agreement for any reason upon twenty (20) days prior written notice to the CITY and all rights and responsibilities of CLUB in the RANGE shall then be terminated.

12. WAIVER OF BREACH. Any waiver by the CITY of any breach of any of CLUB's obligations under this agreement shall not be deemed a continuing waiver and shall not prevent the CITY from

exercising any remedy it may have for any succeeding breach of the same or another obligation of the CLUB.

13. INDEMNIFICATION. CLUB agrees to indemnify and hold CITY, its agents, officers and employees, harmless from any and all losses, liability, and expense, including reasonable attorney's fees, for bodily injury, death, or property damage caused by or arising out of the CLUB's maintenance, use, or operation of the RANGE.

14. LIABILITY INSURANCE. During the term of this agreement, CLUB agrees to obtain and maintain, at its own expense, public liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00) with an insurance company authorized to do business in the State of Kansas. The policy shall be in a form acceptable to the CITY and shall be for the protection of the CITY as well as CLUB. The CITY shall be named an additional insured. PROVIDED HOWEVER, that the coverage provided thereby shall be for the acts and negligence of CLUB, its members and non-CLUB member guests, but shall not provide coverage for the acts of CITY'S employees, police officers or any other non-CLUB member when acting on behalf of CITY, nor any other non-CLUB person who may use the RANGE, nor for CLUB members who are city employees while acting within the scope of their employment.

A copy of the policy or a certificate of insurance shall be filed with the City Clerk. The policy shall provide that it

cannot be cancelled or the amount of coverage reduced without ten (10) days prior written notice to the CITY.

15. ASSIGNMENT AND SUBLETTING. The rights and privileges under this agreement are non-assignable and CLUB shall not assign or sublet the RANGE or any portion thereof.

16. NOTICE. All notices to CITY required under this agreement shall be in writing and mailed or personally delivered to the City Clerk at:

P. O. Box 1629
Coffeyville KS 67337

All notices to CLUB required under this agreement shall be in writing and mailed or personally delivered to CLUB at:

Coffeyville Shooters Club
P. O. Box 1184
Coffeyville KS 67337

17. COMPLIANCE WITH LAWS. The CLUB shall at all times observe and comply with all federal, state and local laws and regulations which in any manner affect this agreement or the RANGE and shall indemnify and save harmless the CITY against all claims arising from the CLUB's violation of any such laws or regulations.

As a condition of this Agreement, CLUB agrees that CLUB membership shall not be denied to any person based on race, gender, religious affiliation, national origin or other legally impermissible basis.

18. ENTIRE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties and shall not

be amended or modified except by written instrument signed by both parties. This agreement supersedes all previous orders and contracts (written or oral, signed or unsigned).

IN WITNESS WHEREOF, the parties have executed this agreement in Coffeyville, Montgomery County, Kansas, the day and year first above written.

CITY OF COFFEYVILLE
MONTGOMERY COUNTY KANSAS
SEAL

ATTEST:

CITY CLERK

CITY OF COFFEYVILLE

MAYOR

COFFEYVILLE SHOOTERS CLUB

By:

WITNESS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Risk Services
P.O. Box 410679
Kansas City, MO 64141-0679

CONTACT NAME:
PHONE (A/C No.Ext): 877-487-5407
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER-A: Certain Underwriters at Lloyd's, London	
INSURER-B:	
INSURER-C:	
INSURER-D:	
INSURER-E:	
INSURER-F:	

INSURED
Coffeyville Shooters Club, Inc.
P. O. Box 1184,
Coffeyville, KS 67337

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		LM201341519	02/07/2013	02/07/2014	EACH OCCURRENCE	$ 1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 1000000
	L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 1000000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per Person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						WC STATU-TORY LIMITS / OTH-ER	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(MANDATORY IN NH) If yes, describe under						E.L. DISEASE – EA EMPLOYEE	$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Coffeyville
,
,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

To: The City of Coffeyville
City Commission

From: Richard George
Kelly Stewart

Date: March 5, 2013

Re: City of Coffeyville Firearms Range

Honorable Commissioners:

This letter and information packet is intended to serve as our formal request to be allowed to use the City of Coffeyville Firearms Range one time per month to teach the Kansas Concealed Carry Class.

We are both local Law Enforcement Officers, with each of us serving over 20 years in this community and county. We are also Certified Kansas Law Enforcement Firearms Instructors, Certified NRA Handgun and Shotgun Instructors and Certified Kansas Concealed Carry Instructors. Together, we have over 35 years of training and experience as Firearms Instructors.

In 2012, we began teaching local citizens who wish to obtain their Kansas Concealed Carry License. We teach one class per month and we limit our class size to no more than 24 students total per class. The classroom portion of our training is conducted in downtown Coffeyville at the Red Cross building. When we conduct the range portion of our classes, we have four shooters per relay, meaning that the student to instructor ratio is 2:1.

We are insured through the NRA Endorsed Property and Casualty Insurance Program, administered by Lockton Affinity, LLC. We carry a $2,000,000 liability policy and we have named the City of Coffeyville Firearms Range as an insured facility. Attached you will find copies of our insurance Certificate and information. This provides protection and coverage for us as well as our students and the City and its facility. In addition, we conduct a safety briefing at each classroom and range session. We provide an on-site trauma kit as well as an emergency response plan in the event of injury on the range.

We offer professional, first class training. We take our training and safety seriously. If you have any questions or concerns, we would be pleased to discuss those with you.

Sincerely,

Richard George & Kelly Stewart

1759 Gunworks

Professional Firearms Instruction

Kansas Concealed Carry Classes

1759 Gunworks was formed by **Richard George** and **Kelly Stewart** as a result of their mutual passion for working on and building flintlock firearms from our nation's colonial beginnings. Richard and Kelly are both certified, local Law Enforcement Officers and both serve as Certified Firearms Instructors. With over 35 years experience between them as Firearms Instructors, 1759 Gunworks became a platform for them to bring their experience and expertise to the public they serve. In 2012 Richard and Kelly began teaching and training people for Kansas Concealed Carry. They take their training seriously and take a vested and professional interest in serving the citizens of Kansas.

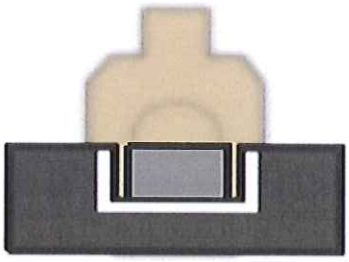
- **Professional and Certified Firearms Instructors**
  - Certified NRA Handgun and Shotgun Instructors
  - Certified Kansas Concealed Carry Instructors
  - Certified Kansas Law Enforcement Firearms Instructors
- **Over 35 years Experience as Firearms Instructors**
- **Insured**
- **Over 40 years as local Law Enforcement Officers with a tremendous amount of first-rate training and experience**
- **The best, most comprehensive Concealed Carry class in this area!**
- **Classes held on the 3rd Saturday of each month**

1759 Gunworks

Your Safety Is Our Concern!

Richard George

Kelly Stewart

Phone: 620-515-4331

Phone: 620-515-3460