

*Kansas Department of  
Wildlife and Parks*

**Procedures Manual**

**for**

**Shooting Range**

**Grant Application**

**FY 2009**

# FOREWORD

This handbook is designed to assist individuals, educational institutions, outdoor sports clubs, local governments, and others in making application for state monetary assistance for shooting range development and improvement. The procedures described in this manual may be amended as required. Questions concerning the procedural guide or any aspect of the Shooting Range Development Program should be directed to the Chief of Education, Kansas Department of Wildlife and Parks, 512 SE 25th Ave., Pratt, KS 67124. Telephone 620-672-5911 or FAX (620) 672-6020.

Revision date 7/21/2008

Equal opportunity to participate in and benefit from department programs is available to all individuals without regard to race, color, national origin, sex, religion, age or disability. Complaints of discrimination should be sent to Office of the Secretary, Kansas Department of Wildlife and Parks, 1020 South Kansas Ave. Suite 200, Topeka, KS 66612-1327.

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# Shooting Range Grant Project Overview

An increasing number of citizens are turning to the shooting sports as a leisure time activity. Sales of firearms of all descriptions are at an all-time high. Unfortunately, there are not nearly enough public shooting facilities in Kansas to meet the needs of recreational shooters, hunters, and hunter education classes.

The Kansas Department of Wildlife and Parks seeks to address the need for shooting ranges through the Shooting Range Grant Program, by providing aid disbursement funds for the construction, development, and improvement of shooting ranges and associated facilities. These funds will be allotted on a cost-share basis to cooperating organizations and individuals through an application process. The intent of this program is to develop basic, “no frills” shooting ranges in areas of the state where the need for public shooting facilities is greatest.

## **General requirements for the use of public funds for shooting range development:**

- **Projects eligible for reimbursement include but not limited to:** Backstops, berms, target holders, benches, baffles, protective fencing, signs, gun racks, field courses, platforms, roads, parking areas, sanitary facilities, and storage rooms.
- **Ineligible projects include but not limited to:** Clubhouses, shelter buildings, residences of employees, and similar or other facilities not essential to the operation of a shooting range or the conduct of hunter education.
- Successful applicants must provide access to facilities for hunter education use under the conditions and terms established in the contract between the applicant and the Department. Ranges receiving grants must make reasonable effort to accommodate the needs of hunter education instructors who are not members of the organization.
- **This is a maximum 75 percent reimbursement program.** The applicant is expected to finance 25 percent of the entire project with cash, donated materials/labor or other pre-approved in-kind match. (Up to the maximum of twenty-five percent of the approved grant funds will be paid following the approval of the project, and the balance will be paid on completion.)
- All range construction on lands not owned by state, federal or local governments, must be on lands owned by applicant (s).

- The project period shall begin with the date of the approval of the project agreement and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner.
- Construction on items under the grant cannot begin until project approval is granted by the Kansas Department of Wildlife and Parks. Applicants will be notified upon approval or denial.
- The participant will require the facility to be designed to comply with the provisions of the Americans with Disabilities Act (ADA). The participant will be responsible for conducting inspections to ensure compliance with these provisions by the contractor.
- The project will be inspected and approved by the Department before final payment is made.

**ADDITIONAL REQUIREMENTS - Before the Department allocates a shooting range grant, formal approval may be required from other state, federal and local agencies regarding health, sanitation, safety, environmental impact and land use. In addition, a scoping meeting may be required to determine the extent of the local support and/or opposition to the project. Funds will not be disbursed until the participant has obtained all required approvals, although conditional agreement to support the project may be given.**

In the event that the project covered by the project agreement cannot be completed in accordance with the plans, specifications, and schedule for the project, the participant shall bring the project to a point of recreational usefulness agreed upon by the participant and the Department of Wildlife and Parks, or reimburse all state funds allotted to the participant for the project.

### **Project termination:**

1. The Department may temporarily suspend state assistance under the project, pending corrective action by the applicant or pending a decision to terminate the grant by the Department.
2. The applicant may unilaterally terminate its participation in the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the applicant only by mutual agreement with the Department.
3. The Department may terminate the project, in whole or in part, at any time before the date of completion, whenever it is determined that the participant has failed to comply with the conditions of the grant, or has failed to correct deficiencies when requested by

the Department. The Department will promptly notify the participant in writing of the determination and the reasons for termination together with the effective date. Payments made to the participant or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Department or applicant may terminate grants, in whole or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including effective date and, in the case of partial termination, the portions to be terminated. The participant shall not incur new obligation for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the participant for the state share of the non-cancelable obligation incurred by the participant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the participant and the Department, or that all funds provided by the Department be returned.

# Application Procedures

Allocation of grants will depend to a large extent on the information provided in the application. The following instructions, which describe the contents of the complete application, should be studied carefully. Please pay particular attention to all required documentation.

## What to Submit:

**Applicants should submit the following forms which are attached to these instructions:**

- Shooting range development application questionnaire
- Appendices A, B, C, D
- Additional Documentation as Necessary (see below)

## Note the following points:

**Applicant Resolution** - This form (Appendix B, page 16) designates certain individuals to represent the organization in dealing with the Kansas Department of Wildlife and Parks. The selected individual(s) should be closely involved with the project through its completion. Generally they will be club officers, but this is not a requirement.

**Certification of Project Share Cost** - This form (Appendix C, page 17) certifies the applicant has sufficient funds/resources to meet the 25 percent share requirement. The applicant must have a viable fund raising plan and committed sponsors if they do not have cash on hand.

**Additional documentation** - Applicants should include any additional documentation necessary to show: ownership of the property, satisfactory completion of any public comment process and evidence of conditional use permit or other local authority planning permission.

## Where to Submit:

Submit application and necessary attachments to the **Kansas Department of Wildlife and Parks, Shooting Range Program Coordinator, 512 SE 25th Ave., Pratt KS 67124.**

## When to Submit:

Proposals must be submitted no later than December 1, 2008.

## **Proposal Evaluation:**

The applications will be evaluated and rated by a team appointed by the Kansas Department Wildlife and Parks. The applications will be assigned a numerical rating based on the following criteria:

1. Proximity to other shooting range facilities
2. Local population/demand
3. Site suitability (safety, public acceptance, access, potential for future development which could threaten the range).

# Shooting Range Development Evaluation Questionnaire

## Kansas Department of Wildlife and Parks

Instructions: Please provide responses to the following questions in as much detail as possible, and return the questionnaire, no later than December 1, 2008 to: Shooting Range Project Coordinator, Department of Wildlife and Parks, 512 SE 25th Ave., Pratt KS 67124. If you are uncertain about the information requested, leave the space blank or contact the shooting range coordinator at (620) 672-0748. You may attach extra pages to further clarify your answers. This questionnaire must be accompanied by an aerial photograph and a map indicating topographical features of the site.

**1. Need/Justification** - Why is this proposed shooting range or range improvement needed?

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1a. Estimate the number of shooters to use the range each week. \_\_\_\_\_

1b. What is the population of the county for which the range is proposed? \_\_\_\_\_

1c. What is the total population of the four counties that directly border the county for which the range is proposed? \_\_\_\_\_

1d. What is the location and type of the nearest existing shooting range?

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1e. Are other local ranges open to the public? \_\_\_\_\_

1f. Are other local ranges available for hunter education? \_\_\_\_\_

1g. List other shooting ranges located within 40 miles of the proposed range site; indicate which, if any, provide public access.

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**2. Organization Background** - Briefly describe the mission and purpose of the organization that would be responsible for the development, operation, and maintenance of this shooting range.

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2a. Attach copies of the organization's bylaws, articles of incorporation, current year's treasurer's report and the most recent audit report, as available.

2b. State the organization's membership requirements.

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2c. How long has the organization been in existence? \_\_\_\_\_

**3. Range Purpose** - Briefly describe the intended purpose of the shooting range.

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3a. What type of firearms would the range accommodate? \_\_\_\_\_

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3b. Is this range open to the general public or private membership only?

**4. Site Description** - What is the location of the proposed range (section, township, range; directions from nearest community)?

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4a. Who currently owns or legally controls the land where the project is proposed? \_\_\_\_\_

4b. Who would own or legally control the land when the range is developed? \_\_\_\_\_

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4c. Attach a detailed map of the proposed range site, and describe the topography of the immediate surrounding area.

4d. Attach a diagram of the proposed range design or plans, if available.

4e. If this is a new range, attach a list of businesses and residences within a three-mile radius of the proposed range site, including owners, and occupants' names and telephone numbers. These parties must be contacted regarding the range proposal. Has this been done? \_\_\_\_\_

**5. Project Funding and Timeline** - What is the estimated cost of the total project and all associated improvements? \_\_\_\_\_

5a. Approximately how much of this cost might be requested from the Department of Wildlife and Parks? \_\_\_\_\_

5b. List other possible sources of funding and the amounts to be provided by each source.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5c. When would the proposed development begin, and what is the estimated completion date? \_\_\_\_\_

5d. What labor and equipment would be donated by the organization, in addition to that funded by the department's contribution? Estimate the values of the labor and equipment. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**6. Operation and Maintenance** - Who will be responsible for the daily operation and maintenance of the proposed range facility? \_\_\_\_\_

6a. How often is the range proposed to be open? \_\_\_\_\_

6.1. For public use? \_\_\_\_\_

6.2. For hunter education use? \_\_\_\_\_

6.3. For other use (please define)? \_\_\_\_\_

\_\_\_\_\_

6.4. Will you charge access fees? If so, how much? \_\_\_\_\_

6b. How often will trash be removed, and by whom? \_\_\_\_\_

6c. What routine repair and maintenance will be conducted, and by whom?

\_\_\_\_\_  
\_\_\_\_\_

6d. How will security and vandalism prevention be provided for the proposed shooting range?

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6e. Attach an estimated annual operational budget, including a schedule of expected costs of wages, maintenance, supplies and materials (targets, equipment, etc).

6.1. How will operation and maintenance be funded? \_\_\_\_\_

6.2. What will the monthly cost of the required \$1,000,000 liability insurance be? \_\_\_\_\_

6.3. How will necessary property insurance be furnished for the proposed facilities? \_\_\_\_\_

6.4. Who will provide these insurance policies? \_\_\_\_\_

**7. Site Characteristics** - What makes the site suitable for placement of a shooting range? What are negative attributes of the site for shooting range placement?

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7a. Does the topography of the proposed site provide any natural bullet containment? How? \_\_\_\_\_

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7b. Are there any streams or other surface waters on or near the site, or situated so that water flowing from the site could enter them? Please describe them in as much detail as possible. \_\_\_\_\_

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7c. Is the site acceptable to local residents and businesses? Explain.

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7d. Does future development have the potential to threaten the use of this range?  
Explain.

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**8. Additional Information** - Provide any additional information or jurisdiction that will assist in the evaluation of this shooting range proposal.

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**9. Person responsible for completion of this questionnaire.**

Name

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Address

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Telephone (day)

---

(night)

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I do hereby attest, by my signature, that the information provided here is true and accurate to the best of my knowledge:

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Signature

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Date

# APPENDIX A

## SUMMARY OF PROJECT COSTS

**On a separate sheet of paper provide project costs using the example below.** List the anticipated amounts for each portion of the project for which grant funds are being requested. The amounts listed for each individual item are recognized to be estimates and are not the limits that can be expended per item. The estimates may include cash or in-kind services. The value of in-kind services is listed below. In all cases, KDWP's portion will not exceed 75 percent of the contracted project agreement's total cost listed on the application.

ITEM	SOURCE	CLUB	STATE
<u>Phase I: Target completion 4/1/08</u>			
1. Develop plans	Cash Grant	\$100	\$600
2. Excavation work	Donated	\$500	
3. Foundation	Grant		\$2,100
4. Drainage	Volunteer labor	\$300	
TOTAL PHASE I:		<u>\$900</u>	<u>\$2,700</u>
		TOTAL COST	\$3,600
 <u>Phase II: Target completion 6/30/08</u>			
5. Construction	Cash	\$615	
	Donated material	\$500	
	Volunteer labor	\$400	
	Grant		\$6,885
6. Electrical	Donated material	\$300	
	Cash	\$100	
	Volunteer labor	\$380	
TOTAL PHASE II:		<u>\$2,295</u>	<u>\$6,885</u>
		TOTAL COST	\$9,180
Breakdown Phases I & II		\$3,195	\$9,585

Donated equipment time (such as backhoe work) must be priced at the standard local rate.

Donated materials must be priced at retail rates if new, or at fair market value rates if used.

Volunteer labor must be priced as follows:

\$10/hr Unskilled labor

\$25/hr Skilled labor (carpentry, electrical, plumbing, drafting, etc.)

# APPENDIX B

## APPLICANT RESOLUTION

A Resolution of the \_\_\_\_\_ (Applicant's Organization) Of \_\_\_\_\_ (town/city/county) Designating \_\_\_\_\_ (name of official (s)) as being responsible for acting for and on behalf of the \_\_\_\_\_ (applicant's organization) dealing with The Kansas Department of Wildlife and Parks for the purpose of participating in The Shooting Range Development Program.

WHEREAS, the \_\_\_\_\_ (Applicant's organization) is fully eligible to receive assistance under this program: and

WHEREAS, the \_\_\_\_\_ (Applicant's organization) of \_\_\_\_\_ (town/city/county) is desirous of authorizing \_\_\_\_\_ (name) to represent and act for \_\_\_\_\_ (Applicant's organization) in dealing with the Kansas Department of Wildlife and Parks concerning this program.

NOW THEREFORE,

**BE IT RESOLVED BY** \_\_\_\_\_ (Applicant's organization) Of \_\_\_\_\_ (town/city/county) Kansas:

SECTION 1: That \_\_\_\_\_ (Applicant's organization) Of \_\_\_\_\_ (town/city/county) hereby certifies that \_\_\_\_\_ (Applicant's organization) is eligible to receive assistance under the Kansas Shooting Range Development Program.

SECTION 2: That the \_\_\_\_\_ (Applicant's organization) hereby authorizes (Representative(s)) to make application to the Kansas Department of Wildlife and Parks concerning the \_\_\_\_\_ (Name of the Shooting Range Project) in \_\_\_\_\_ (Town or City)

INTRODUCED, READ, AND PASSED by the affirmative vote of \_\_\_\_\_ (Individual, local government, stockholder(s), etc.) this \_\_\_\_\_ (day) of \_\_\_\_\_ (month, year)

\_\_\_\_\_  
(Signature of applicant(s))

\_\_\_\_\_  
(Signature of applicant(s))

# APPENDIX C

## ASSURANCE OF COMPLIANCE

\_\_\_\_\_  
(Name of Applicant's Organization) hereafter called "Applicant(s)".

**HEREBY AGREES THAT IT** will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-532). The Applicant(s) expressly agrees and gives its assurance no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant(s) receives financial assistance from the Kansas Department of Wildlife and Parks.

Applicant(s) gives assurance that it will take the necessary measures to effectuate this agreement.

It will provide and maintain the facility in accordance with the minimum safety and health standards as may be required or prescribed by the applicable federal, state, and local agencies for the maintenance and operation of such facilities.

It will comply with the provisions of the Endangered Species Act of 1973 (P.L. 93-205). It will comply with the provisions of the National Environmental Policy Act of 1969 (NEPA). If any real property or structure thereon is provided or improved with the State financial assistance extended to the Applicant(s) by the Kansas Department of Wildlife and Parks, this assurance obligates the Applicant(s), or in the case of any transfer of such property, any transferee, for the period during which the state financial assistance is extended or for another purpose involving the provision of similar services or benefits.

THIS ASSURANCE extends in consideration of and for the purpose of obtaining State Financial assistance. The Applicant(s) recognizes and agrees that such State financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that State of Kansas shall reserve the right to seek judicial enforcement of this assurance. This assurance extend to and is binding on the Applicant(s), it's successors, transferees, and assignees, and the person or persons whose signature appears below and are authorized to sign this assurance on behalf of the Applicant(s) and shall be in force and effect during the term of the project.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Representative's Mailing Address

\_\_\_\_\_  
Phone Number

# APPENDIX D

## Certification of Project Share Cost

This is to certify that the \_\_\_\_\_ (Applicant's Organization) has available sufficient funds or in-kind contribution to meet its 25 percent share of the cost of the described project entitled \_\_\_\_\_ and the acquired or developed areas will be operated and maintained at the expense of

\_\_\_\_\_  
(Applicant's Organization).

\_\_\_\_\_  
Applicant(s) signature

\_\_\_\_\_  
Name and title

# **APPENDIX E**

## **Retention, Operation, and Maintenance**

**Retention and Use** - Property developed with assistance from the Wildlife Fee Fund shall be retained and used for public outdoor educational and recreational shooting purposes. Any property developed shall not be wholly or partly converted to other than educational and recreational shooting purposes without the approval of the Kansas Department of Wildlife and Parks. Such approval will be given only upon such conditions as the Department deems necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness, quality and location.

**A. Proposed Uses** – Non-educational and non-recreational shooting uses anticipated the time of approval or for which a request for conversion will be made subsequent to project approval will be subject to the conditions above.

**B. Existing Uses** - These provisions do not apply to non-educational and Non-recreational shooting uses being made of an area or facility at the time the fund-assisted project is approved when such uses are known and approved by the Secretary and documented in the project proposal.

**Operation and Maintenance** - Property developed with assistance from the fund shall be operated and maintained as follows:

A. The property shall be maintained to appear attractive and inviting to the shooting public and hunter education classes.

B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

C. Properties shall be kept safe for public shooting use. Fire prevention, berms, safety zones, etc., and similar activities shall be maintained for proper public safety.

D. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

E. The facility shall be kept open for hunter education classes and shooting, as well as for public use, at reasonable hours and times of the year.

## Availability to Users

**A. Nondiscrimination** - Property acquired or developed with assistance from the fund shall be open to entry and use by all persons regardless of race, color, religion, national origin, ancestry, age, handicap, sex, or political affiliation who are otherwise eligible.

**B. Reasonable Use Limitations** - Applicant (s) may impose reasonable limits on the type and extent of use of areas and facilities developed with funding assistance when such a limitation is necessary for maintenance, preservation and safety. Thus, limitations may be imposed on the numbers of persons using an area or facility or the type of user, such as hunters only. All limitations shall be in accordance with the applicable grant agreement or amendments.

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Applicant's Signature

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Date

# APPENDIX F

## Project Agreement

1. **Purpose** - This is an example of a project agreement and deals with how it is consummated.

2. **Coverage of Agreement** -

A. The obligations incurred by the applicant through its acceptance of State assistance include:

I. The rules and regulations applicable to the conduct of a project under Federal law and State law.

II. Any special terms and conditions to the project established by the Department and agreed to by the applicant.

B. The agreement of the State government to provide a specific amount of financial assistance for the project or project segment.

C. Methods of costing, accounting, incurrence of costs and similar matters. An agreement will serve for the period for which financial assistance is provided. It will not generally be modified, except by the mutual consent of the applicant and the State. Funds obligated for projects by an agreement will remain available for use until the end of the project period.

3. **Amendment to Project Agreement** - An amendment is necessary when one or more of the conditions in the agreement changes, such as a change in the project scope, a revised estimate of costs or a need to extend the project period. The amendment will describe the new factors and the signed form will supersede the agreement in those particulars only.

4. **Who signs:**

A. On behalf of the State of Kansas: the Secretary of the Department of Wildlife and Parks or his designee.

B. On behalf of the applicant: A representative qualified to act for the Applicant as identified in the resolution (Appendix A).

# APPENDIX G

## SAMPLE SHOOTING RANGE GRANT AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the State of Kansas, by and through the Kansas Department of Wildlife and Parks (“Department”), and the City of Grantee (“Applicant”), each acting by through duly authorized officers.

WHEREAS, the Department provides financial assistance for shooting ranges and associated facilities as authorized by state and federal laws (“Program”); and

WHEREAS, the applicant has applied to receive such financial assistance under the terms and conditions set out below;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Department and the Applicant agree as follows:

### I. Term.

The term of the Agreement shall be for ten years from execution of this Agreement, beginning on the date first written above.

### II. Shooting Range Construction.

A. The Applicant shall be responsible for the construction of a shooting range and associated facilities (“Shooting Range”) in Brown County, Kansas, on property the title of which is held by the City of Grantee, and the location of which is further described in Exhibit A. The Applicant shall comply with all relevant statutes and regulations in carrying out this project, including but not limited to compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA), and the Endangered Species Act of 1973. Plans and specifications for the construction of the Shooting Range (“Construction Plans”) shall be those prepared by C. Vargas and Associates, Engineers Project 99004.14, as approved by the Department. The Construction Plans shall comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) (“ADA”) and with the Kansas Architectural Accessibility Act (K.S.A. 58-1301, et seq.). Approval of Construction Plans by the Department shall not affect Applicant’s obligation to ensure improvements meet all statutory or regulatory requirements. Not all of the items included in the Construction Plans shall be constructed under this agreement. The elements of the construction plans to be build under this agreement are shown in Appendix B, revised 7/22/02. The trellis shown in the Construction Plans will not be covered under this agreement, with the understanding that the public will shoot only from under the canopy when using the pistol range. All items will be constructed as further specified in the Construction Plans and approved by the Department.

B. Construction of the Shooting Range shall commence no later than July 22, 2008, and the shooting range shall be completed and open for public use no later than one year from the execution of this Agreement on the date first written above. Progress reports shall be submitted by the Applicant during construction of the Shooting Range, as required by the Department. The Applicant shall submit a report to the Department within thirty days of completion of construction, certifying that construction of the Shooting Range has been completed as approved. The Department shall inspect the Shooting Range and shall notify the Applicant of any claims of insufficiency of construction within thirty days of such certification by the Applicant. However, failure by the Department to notify the Applicant of any insufficiency of construction shall not affect or relieve the Applicant's liability, if such insufficiency is later demonstrated.

III. Department Financial Assistance.

A. The Department shall pay to the Applicant an amount not to exceed \$XX,XXX.00 ("Financial Assistance") for construction the Shooting Range as described in Paragraph II, above, and according to the conditions of this Agreement. The Applicant shall provide matching funds for the construction of the Shooting Range in the amount of \$XX,XXX.00 ("Applicant's Share"). The total projected cost for construction of the Shooting Range is \$XXX,XXX.00. Funds shall be provided according to the following:

1. The Department shall pay to the Applicant one-fourth of the Financial Assistance, or \$XX,XXX.00, within thirty days following receipt of executed copies of this Agreement by the Department.

2. The Applicant shall submit to the Department copies of paid invoices for material and labor provided for construction of the Shooting Range, or certification of such expenses as provided in this Paragraph III, Section B, below. Within thirty days of receipt of such paid invoices or certification, the Department shall pay to the Applicant an amount equal to 75% of such paid invoices or certification. However, due to the Department's initial payment of one-fourth of the Financial Assistance, or \$XX,XXX.00, the Department shall not make any additional payments to the Applicant until the total paid invoices and certifications received by the Department exceed \$XX,XXX.00 (or one-fourth of the total projected cost of the Shooting Range).

3. In no case shall the total Financial Assistance provided by the Department exceed \$XX,XXX.00. The Applicant shall be responsible for any construction expenses exceeding the total projected cost of the Shooting Range.

B. Matching funds provided by the Applicant for the construction of the Shooting Range may consist of cash payments by the Applicant for labor or construction, or may consist of in-kind donations of labor and materials. The Applicant must certify the value of any in-kind donations, to the approval of the Department, through the use of time records, receipts, and other records submitted through the Applicant by the party providing the in-kind donation.

C. The Applicant shall maintain all appropriate financial records concerning construction of the Shooting Range, including receipts, invoices, and expense certifications, for the duration of the Agreement. The Applicant shall grant to the Department reasonable access to the financial records for the purposes of examination or audit.

#### IV. Shooting Range Operation and Maintenance.

A. The Applicant shall be responsible for operation and maintenance of the Shooting Range. The Applicant shall develop and submit to the Department a plan for operation and maintenance of the Shooting Range (“Operation Plan”) prior to beginning operation, but within thirty days of completion of construction. The Operation Plan shall comply with shooting range guidelines established by The Range Manual, published by the National Rifle Association of America, and shall include safety rules and other provisions intended to ensure the safe operation of the Shooting Range. Safety rules shall be clearly posted on grounds of the Shooting Range. The Shooting Range shall be subject to the Operation Plan for the term of this Agreement, and any amendments to the Operation Plan shall be submitted to the Department prior to implementation.

B. At a minimum, the Shooting Range shall be open to the general public at least 8 hours per day, two weekend days per month, for the term of this Agreement. The applicant may choose to reduce the hours allotted for public access during the winter months, provided that public access hours are increased by a like amount during the summer and fall. A schedule of public hours shall be available to the public, and shall be regularly published in local newspapers and other media, and a log of such hours shall be kept, as provided in the Operation Plan. The Applicant may charge the public fees for the use of the shooting range during these designated public hours, in an amount not considered unusual or unreasonable for like facilities, as approved by the Department. Fees charged to individuals under 16 years of age will not exceed one-half of the rate charged to the general public. During hours that the Shooting Range is open to the general public, additional fees may be charged for the cost of consumables used by a shooter, including targets and ammunition.

C. The Shooting Range shall be made available for at least six Department approved or sponsored events such as hunter education classes, per calendar year, as requested by the Department, for the term of this Agreement. Department sponsored activities scheduled at least two months in advance shall receive highest priority in scheduling for use of the Shooting Range, unless: (1) the Department sponsored activity would conflict with a special event noted by the Applicant in the Operation Plan, or (2) a Department sponsored activity is already scheduled during the month of the proposed event, in which case the second activity may be scheduled as time permits. Hours scheduled for Department sponsored activities shall be in addition to the hours that the Shooting Range is required to be open to the general public. No fees shall be charged for the use of the Shooting Range for a Department sponsored activity without prior written

approval from the Department; such approval shall be granted only for fees to cover the costs of items consumed as a result of the Department sponsored activity.

D. The Shooting Range, as well as facilities not funded by this Agreement but nonetheless part of the safe and enjoyable public use of the Shooting Range, shall be maintained by the Applicant for the term of this Agreement. Any maintenance of the Shooting Range shall be completed in accordance with applicable provisions of the ADA. In addition, a sign acknowledging the use of State of Kansas Shooting Range Development Funds will be provided by the Department and shall be prominently displayed by the Applicant at the Shooting Range for the term of this Agreement.

E. The Applicant shall maintain records of the operation of the Shooting Range, including the scheduled and actual use of the Shooting Range, for the term of this Agreement, and shall make such records available to the Department upon request.

#### V. Default and Repayment.

In the event the Applicant materially breaches this Agreement, and fails to remedy that breach within thirty days after written notice of the breach is sent by the Department to the Applicant, the Agreement shall be terminated at the Department's option. If a same or similar breach occurs subsequently, the Agreement may be terminated at the Department's option without providing opportunity for the Applicant to remedy the breach. If the Agreement is terminated prior to completion of construction of the Shooting Range, the Applicant shall repay to the Department all Financial Assistance received by the Applicant from the Department under this Agreement. If the Agreement is terminated after completion of construction of the Shooting Range, but within the term of the Agreement, the Applicant shall repay to the Department the amount of the Financial Assistance received by the Applicant under this Agreement proportionally equal to the time remaining in the Agreement, prorated over the ten-year term of the Agreement. In either case, the Applicant shall additionally be liable for all costs of collection, including reasonable attorney fees.

#### VI. Insurance.

As further specified by the Department in the Operation Plan, the Applicant shall maintain insurance in the amount of \$1,000,000 liability coverage for the term of this Agreement.

VII. Liability and Indemnification.

The Applicant agrees to defend, save, and hold harmless the Department and its officers, agents, and employees, from all claims, suits, or actions of any nature resulting from or arising out of the activities of the Applicant, the Applicant's contractors, subcontractors, and the Applicant's agents and employees under this agreement, in the construction, maintenance, or operation or use of the Shooting Range. In addition, the Applicant agrees to indemnify and defend the Department against any and all environmental damages or hazardous waste clean-up expenses incurred as a result of the construction, maintenance, or operation or use of the Shooting Range. Further, it is understood that the Department has the statutory protection from liability provided by the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and nothing herein contained shall be deemed to impose upon the Department any further liability, except that statutorily arising under the Kansas Tort Claims Act, and that neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any party beyond that liability incurred under the Kansas Tort Claims Act.

VIII. Title.

The Applicant shall not encumber or dispose of its title to the property on which the Shooting Range is to be constructed during the term of this Agreement without prior written approval of the Department.

IX. Improper Benefits.

The Applicant shall ensure that no employees of the Applicant, or any agents of the Applicant, improperly benefit from the construction, maintenance, or operation of the Shooting Range.

X. Assignment.

The Agreement may not be assigned by the Applicant in any part to another party without the prior written approval of the Department.

XI. Additional Contractual Provision Required by State Law.

The provisions found in the Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated as part of this Agreement.

XII. Amendments.

No Amendment hereto shall be effective unless expressly agreed to in writing by both the Applicant and the Department.

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the day first written above.

Kansas Department of Wildlife and Parks

City of Grantee

By: \_\_\_\_\_  
J. Michael Hayden, Secretary

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_