



City of Grand Island

Tuesday, September 27, 2005

Council Session

Item G22

#2005-281 - Approving 2nd Amendment for the Heartland Public Shooting Park

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: September 27, 2005

Subject: Approving 2nd Amendment for the Heartland Public Shooting Park

Item #'s: G-22

Presenter(s): Steve Paustian, Park and Recreation Director

Background

The City currently has an agreement with the Grand Island Skeet and Sporting Clays club to manage the day to day operations of the shooting facility.

Discussion

The agreement before you allows for the transfer of the day to day operation and associated responsibilities from the Grand Island Skeet and Sporting Clays Club to the City of Grand Island.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the amendment to the original agreement.

Sample Motion

Motion to approve the 2nd amendment to the agreement for the Heartland Public Shooting Park.

**SECOND AMENDMENT
TO
AGREEMENT BETWEEN
CITY OF GRAND ISLAND, NEBRASKA
AND
THE GRAND ISLAND SKEET AND SPORTING CLAYS CLUB, INC.
D/B/A THE HEARTLAND PUBLIC SHOOTING PARK**

The City of Grand Island and the Heartland Public Shooting Park, having previously entered into an agreement pertaining to the use of funds, construction, improvements and management of city property for skeet, trap and sporting clays at the city facility, agree that as of October 1, 2005, all previous agreements in regards to management and operation shall be amended due to the continuation of improvements being made at the facility.

It is agreed by the parties that as of October 1, 2005, that the City of Grand Island will assume responsibility for the management of the facility. It is also recognized by the parties to the agreement that the official name of the Heartland Public Shooting Park organization is currently the Grand Island Skeet and Sporting Clays Club, Inc. d/b/a The Heartland Public Shooting Park, which corrects the misrepresentation contained in the first amendment to the original contract.

The City of Grand Island, recognizing that the knowledge and expertise of many members of the Heartland Public Shooting Park has been a valuable part of the construction and improvements for the facility, will agree to allow the Heartland Public Shooting Park to serve as an advisory board for the City Parks and Recreation Department Director and Shooting Park Superintendent as to the needs and future operation of the facility. It is further recognized between the parties that as the activities continue to expand at the facility, it is anticipated that members of other disciplines, such as rifle, archery, pistol and camping and any others that may be developed, will also be asked to serve in a joint advisory committee for the overall operation and continued success of the facility.

The Heartland Public Shooting Park shall serve as a consultant to the City of Grand Island and as such, shall continue to assist and cooperate in the operation of the facility. The Heartland Public Shooting Park shall receive as compensation for its services \$1.50-\$3.00 per round shot by its members, identified by a list to be compiled by the Board of Directors of the Heartland Public Shooting Park and to be furnished to the City of Grand Island. The Heartland Public Shooting Park, recognizing that government funds have been used for the improvements at the facility, shall continue in its commitment to the city to comply with all state and federal laws and agrees to keep its membership open, non-discriminatory and available to all who can abide by the by-laws and rules of the organization.

All sections of the previous contract and agreement between the City of Grand Island and the Heartland Public Shooting Park relating to the management of the facility shall be deleted by this agreement. It is further understood that all other sections of the previous agreement and

amendment, including the repayment to the City of Grand Island the amount of \$100,000 shall remain in full force and effect.

Either party may commence proceedings in any court having proper jurisdiction to adjudicate the rights and obligations of the parties thereto.

This agreement shall be reviewed every year, at least thirty days prior to October 1, and may be amended by mutual agreement. Each party shall have the right to terminate the contract upon providing at least thirty (30) days written notice to the other party. Said notice to the Grand Island Skeet & Sporting Clays Club, Inc. d/b/a Heartland Public Shooting Park shall be sent to Kent Coen, President, PO Box 1117, Grand Island, NE 68802. Notice to the City of Grand Island shall be sent to City Parks and Recreation Director, PO Box 1968, Grand Island, NE 68802.

**GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC., d/b/a
HEARTLAND PUBLIC SHOOTING PARK,**

By:_____ Date:_____
L. Kent Coen, President

**CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation,**

By:_____ Date:_____
Jay Vavricek, Mayor

Attest:_____
RaNae Edwards, City Clerk

The Assignment and Amendment is in due form according to law and hereby approved.

By:_____ Date:_____
Dale M. Shotkoski, Assistant City Attorney

RESOLUTION 2005-281

WHEREAS, on March 9, 2004, by Resolution 2004-46, the City Council of the City of Grand Island approved an Agreement with the Grand Island Skeet & Sporting Clays Club, Inc. of Grand Island, Nebraska ("Skeet Club") to assist in the development, improvements, and maintenance of a shooting sports facility at the former Cornhusker Army Ammunition Plant site; and

WHEREAS, the Skeet Club notified the City that it intended to clarify its official name to the Grand Island Skeet & Sporting Clays Club, Inc., of Grand Island, Nebraska, doing business as the Heartland Public Shooting Park; and

WHEREAS, on September 28, 2004, by Resolution 2004-243, the City Council of the City of Grand Island approved an Assignment and Amendment to the Agreement with the Grand Island Skeet and Sporting Clays Club, Inc. to assign the terms of the agreement to allow the Skeet Club to provide management for the shooting sports facility; and

WHEREAS, the Skeet Club recently expressed interest in the City taking over such management responsibilities of the facility; and

WHEREAS, as a result, the City hired Mick Bresley as Shooting Range Superintendent to oversee management of the Heartland Public Shooting Park facility; and

WHEREAS, it is now necessary to amend such agreement with the Skeet Club to reflect the City taking over management of the facility.

WHEREAS, such amendment has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2nd Amendment to Agreement by and between the City and the Grand Island Skeet & Sporting Clays Club, Inc. of Grand Island, Nebraska, doing business as the Heartland Public Shooting Park to allow the City of Grand Island to take over management services at the shooting sports facility is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such 2nd Amendment to Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2005.

Approved as to Form	☐ _____
September 22, 2005	☐ City Attorney

RaNae Edwards, City Clerk