



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: February 5th, 2024

Item: Hideaway Gun Range Contract

Council Action Requested:

Approve the 2024-2025 Hideaway Gun Contract for the Hastings Police Department

Background Information:

The Hastings Police Department desires an additional location for range needs that include live fire practice and active live fire drills. Currently, HPD utilizes the HERO Center in Cottage Grove for a full day of training, that includes mandated training objectives, but this location is cost prohibitive for additional training throughout the year. The Hideaway Gun Range offers the ability to train additional days of the year in an outside setting, with minimal cost. This was also approved in the 2024 budget and HPD has funding for this contract.

Financial Impact:

\$2,535.00 Annually (2024 & 2025)

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Hideaway Contract

**SHOOTING RANGE
AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2024, (“Effective Date”) by and between Hideaway Shooting Range, LLC, 9225 St. Croix Trail South, Hastings, Minnesota 55033, a Minnesota liability company (“Hideaway”), and the City of Hastings, 101 4th Street East, Minnesota 55033, a Minnesota municipal corporation (“City”).

WHEREAS, the Hideaway operates a firing range (“Facility”); and

WHEREAS, the City desires to reserve time and space at the Facility in order to provide firearms training for its police department and Special Response Team and Hideaway agrees to provide these services to the City.

NOW THEREFORE, BE IT RESOLVED that for mutual consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **USE OF FACILITY.** The City will have exclusive use of the shooting range at the Facility between the hours of 9:00 a.m. and 4:00 p.m., except for “Block-Out Dates” as defined below, for use as official sanctioned firearms training. City shall provide at least 14 days’ advance notice to Hideaway of dates of use. If the requested dates are not available, dates may be scheduled by mutual agreement of the parties. The City shall be allowed use of the Facility up to 360 hours per year, not to exceed 30 training days per year. Official sanctioned firearms training (“Training”) includes, but is not limited to the following:
 - a. Police Department training shoots, including active officers, retired officers, police interns, and others engaged in department-approved firearms training.
 - b. Individual officer refresher or supplemental training, and/or new officer training.
 - c. The Special Response Team, with the understanding that prior to using the Facility, the City shall provide the Hideaway with a list of unconventional training tools or munitions that may be in use by the Special Response Team during the use of the Facility. These munitions may include, smoke canisters, non-toxic chemical munitions, noise distraction devices, or other specialized munitions.

“Block-Out Dates” are Saturdays and Sundays and from September 1 through October 31. Hideaway may allow City to use the Facility during the Block-Out Dates, in its sole discretion.

2. **TERM.** The Term of this Agreement shall be from the Effective Date through December 31, 2025. This Agreement shall automatically renew for additional one-year Terms, unless amended or terminated as provided in this Agreement.
3. **FEES.** The City shall pay Hideaway \$2,535.00 for calendar year 2024. Thereafter, the fee shall increase by \$55 over the preceding year. The fee shall be due by February 15 during each year of the Agreement.
4. **SPECIAL PROVISIONS.**
 - a. Hideaway shall perform the following services for the City:
 - i. Provide access to and use of the Facility. Hideaway shall not prohibit, delay, or obstruct access to or scheduling of the Facility.
 - ii. Not restrict the type, caliber, or style of weapon or munitions used by the City.
 - iii. Maintain the ranges, berms, barriers, and the Facility to ensure compliance with all local, state and federal regulations to operate a firearms range.
 - iv. Provide parking spaces for at least 10 vehicles.
 - v. Provide trash containers for disposal of used targets and other disposable items.
 - vi. Provide at least one easily accessible and reasonably sanitary toilet facility.
 - b. City shall agree to the following:
 - i. Providing its own targets, barricades, props, weapons, ammunition, and other materials required for use of the Facility.
 - ii. Cleaning the area used at each Training from empty munitions or chemical canisters, targets, barricades, trash or other items used by the City. City shall reasonably attempt to recover as much brass as possible after each session.
 - iii. Not allowing individual officers or groups of officers to use the Facility for any training other than official police department sanctioned training, as defined above.
 - iv. Limiting the driving of police vehicles onto the ranges unless it is part of official police department sanctioned training.
5. **INDEMNIFICATION.** The parties mutually agree to hold the other party and their officers, agents, and employees harmless and defend and indemnify the other party against any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, occasioned by or arising in connection with the use of the Facility, including any and all claims for bodily injury or death or property loss or damage sustained

as a result of use of the Facility, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the other party.

6. **INSURANCE.** Both parties shall, for the duration of this Agreement, maintain the following types of insurance:
- a. General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence.
 - b. Workers' Compensation and Employer's Liability Insurance for all of Lessee's officers, agents, and employees, as required by law.

The insurance required by this section shall be evidenced by a certificate or certificates, which shall be made available upon request by the other party.

7. **TERMINATION.** Either party may terminate this Agreement upon 160-days' written notice prior to the next renewal term. Notice must be delivered to the other party to the addresses listed in the Notice section.
8. **NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage prepaid, as follows:

Hideaway: Hideaway Shooting Range, LLC
 Attn: Cindy Femling
 9225 St. Croix Street South
 Hastings, MN 55033
 Email: cfemling@aol.com

City: City of Hastings
 Attn: City Administrator
 101 4th Street East
 Hastings, MN 55033
 Email: Dwietechna@hastingsmn.gov

9. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein.

- 10. **AMENDMENTS.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- 11. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- 12. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and any action arising out of or related to this Agreement shall be venued in Dakota County.

By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

HIDEAWAY SHOOTING RANGE, LLC

By: _____
Its: _____