



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 6, 2019

Staff Contact: Jennifer Budge (jbudge@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Carson Rifle and Pistol Range Opening Interim Plan. (Jennifer Budge, jbudge@carson.org)

Staff Summary: The Range Task Force recommended approval of the Carson Rifle and Pistol Range Opening Interim Plan to the Board of Supervisors at its May 1, 2019 meeting. The Plan was developed in an effort to increase opportunities for use of the range until design and construction is completed on the facility.

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

Proposed Motion

I move to approve the Carson Rifle and Pistol Range Opening Interim Plan [and authorize the City Manager to execute an amendment to the existing use agreement to be drafted by the District Attorney's Office for consistency with the Interim Plan].

Board's Strategic Goal

Safety

Previous Action

May 1, 2019 - The Range Task Force recommended approval of the Carson Rifle and Pistol Range Opening Interim Plan to the Board of Supervisors.

Background/Issues & Analysis

The Range Task Force is a temporary citizen advisory board that was appointed by the Board of Supervisors with the goal of providing additional guidance to the City related to operations and future improvements to the Carson Rifle and Pistol Range. The Task Force has addressed numerous topics including reviews of two independent range evaluation reports, signage, operations, fees, and design features of the facility. This item, if approved will increase the operational hours of the range, providing additional opportunities for clubs, commercial entities and law enforcement to utilize the facility until permanent improvements are constructed. Currently, an engineering/design process is underway with the intent to ensure the facility meets the minimum recommended standards as identified by the National Rifle Association. The Carson Rifle and Pistol Range Opening Interim Plan is attached.

As recommended by the District Attorney's Office, individual liability waivers will be required for all individuals participating in reservation activities. This will not only provide an extra layer of protection for the City and the Carson Rifle and Pistol Club, the City's non-profit partner, but serve as an acknowledgment for participants regarding this high risk activity. Waivers will not expire, unless expressly revoked by the signer in writing.

Should the Board wish to approve the attached plan, staff recommends the following additions for the Board's consideration:

- Reservation groups (Clubs and Commercial entities) will be responsible for providing waivers to the City for all individual participants. Groups must also be able to demonstrate proof of signed waivers on site at the facility during their reservation. Groups not in compliance may lose their shooting privileges at the facility.
- Reservations will not be accommodated during public use (Sundays, Wednesday and Thursday evenings). Efforts to reschedule existing Sunday reservations should be made.
- Reports of errant bullets at the landfill during reservations will be investigated immediately and may result in the group's loss of shooting privileges at the facility.

It should be noted that the Interim Plan as proposed does conflict with the terms outlined in a recently approved use agreement with the Carson Rifle and Pistol Club with respect to the days/times available for reciprocal use and may require an amendment if the Interim Plan is approved. The Board may want to consider adding a provision to its motion, directing an amendment be drafted by the District Attorney's Office and authorizing the City Manager to sign the amendment to the use agreement on behalf of the City. The Club has expressed interest in scheduling their activities on Saturdays, rather than Sundays as outlined in the use agreement.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the proposed Interim Plan or provide alternative direction to staff.

Attachments:

[Rifle Range Opening Interim Plan.pdf](#)

[Gun Range Individual Waiver.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

PROPOSED CARSON RIFLE AND PISTOL RANGE OPENING INTERIM PLAN

Approved by the Range Task Force on 5.1.19

- 1) The range will be open Sundays 7:00am to 7:00pm to the public w/Range Safety Officers (RSO) provided by Carson Rifle and Pistol Club, consistent with the agreement authorized by the Board of Supervisors on 4.18.19.
- 2) The range will be open Wednesdays and Thursdays from 5:30pm to 7:45pm to the public w/RSOs provided by the City. The facility will close at 8:00pm.
- 3) The Parks and Recreation Director or their designee, may authorize exceptions/restrictions based on Carson City Municipal Code and safety concerns.
- 4) The range will be closed on Mondays for maintenance activities.
- 5) The range will be open Tuesdays through Saturdays by reservation only to the following:
 - A. Clubs
 - a. Must have approved insurance with Carson City as added insured
 - b. Must follow approved range rules, including individual participant waivers on file
 - c. Must provide RSOs and evidence of certifications
 - B. Commercial entities (i.e. ccw, training, gunsmiths etc.)
 - a. Must have approved insurance with Carson City as added insured.
 - b. Must follow approved range rules, including individual participant waivers on file
 - c. Must provide RSOs and evidence of certifications
 - d. Must provide a valid Carson City business license
 - C. Law Enforcement
 - a. Must provide RSOs
 - b. Must follow approved range rules
- 6) All shooters must have a day use, reservation permit, or annual use permit (upon future consideration by the Board of Supervisors) as established in the City Fee Policy.
 - a. All revenue from the use permits will be used exclusively for the operation and improvements to the range.
- 7) The City will prepare a range reconstruction schedule; all entities must accept range use around the reconstruction schedule.

Benefits to proposed range plan:

- 1) The pressure would be off the City to rush into the range rebuild, allowing more time for design, financing, and construction scheduling.
- 2) The clubs would receive more exposure to the public and might recruit new members.
- 3) The only days the City would have to supply RSOs is Wednesday and Thursday evenings.
- 4) The volunteer RSOs would be able to use the range.

DRAFT



CARSON CITY - NEVADA
Consolidated Municipality and State Capital – Parks and Recreation Department
 3303 Butti Way, #9, Carson City, NV 89701 (775) 887-2262

RIFLE AND GUN RANGE RELEASE AND WAIVER OF LIABILITY FORM

RELEASE AND WAIVER OF LIABILITY

I, _____ (Print name here), attest that I have voluntarily requested that I be allowed to use and/or be on the premises of the Carson City Rifle and Pistol Range.

I AM FULLY AWARE THAT THE USE OF FIREARMS OR MY PRESENCE ON THE PREMISES OF THE RANGE IS INHERENTLY HAZARDOUS AND MAY CAUSE SERIOUS INJURY OR EVEN DEATH FROM MY EXPOSURE TO THE DISCHARGE OF BULLETS AND RELATED ACTIVITIES. I EXPRESSLY ACKNOWLEDGE THAT I AM VOLUNTARILY ELECTING TO USE THE RANGE FACILITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND AGREE TO ASSUME ANY AND ALL RISK OF BODILY INJURY OR DEATH AND PROPERTY DAMAGE. I ALSO AGREE TO ABIDE BY THE RANGE RULES AT ALL TIMES, AND UNDERSTAND THAT MY RECKLESS OR NEGLIGENT CONDUCT MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES, OR BOTH.

_____ [INITIAL HERE], PARENT OR GUARDIAN'S INITIALS (if participant is under 18 years of age).

In consideration for the permission granted to me to use the range facilities, I, for myself, my heirs, personal representatives or assigns, do agree to forever release and hold harmless Carson City, the Carson Rifle and Pistol Club and any of their officers, employees and agents from liability for any bodily injury to me or for any damage to my personal property, whatever the cause, including, without limitation, negligent conduct. I hereby agree to indemnify, defend and hold harmless Carson City, the Carson Rifle and Pistol Club and their officers, employees and agents from any and all claims, demands, causes of action, procedures, costs, damages and liabilities, including without limitation, attorney's fees, arising from or relating to my conduct and to provide the City and/or the Club reimbursement as necessary and appropriate.

This Release and Waiver of Liability shall remain valid until it is expressly revoked by written notice from me to Carson City Parks and Recreation, provided however that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to the receipt of said written notice by Carson City Parks and Recreation.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read every part of this Release and Waiver of Liability and I fully understand its terms and conditions. I further understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this document to be a complete and unconditional release of any and all liability to the greatest extent allowed by law.

PARTICIPANT:

PARENT OR GUARDIAN (If applicable):

Signature

Date

Signature

Date

Printed Name

Printed Name

Relationship to Minor

Rev. May 2019