



# Board of Aldermen Request for Action

**MEETING DATE:** 3/24/2026

**DEPARTMENT:** Police Department

**AGENDA ITEM:** Bill No. 3105-26 – Range Use Agreement with Excelsior Springs – 1st and 2nd Reading

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## **REQUESTED BOARD ACTION**

A motion to approve Ordinance 3105-26, authorizing and directing the mayor to execute the range use agreement with the City of Excelsior Springs, Missouri. 1st and 2nd reading by title only.

## **SUMMARY**

The Smithville Police Department currently uses a private firearms range in Claycomo. This range cannot accommodate rifles and use of shotguns is limited. Costs for use consistently run \$250-\$400 per day, based on length of time. The Clinton County Sheriff's Department's range is also used when available. The cost is considerably less, \$300-400 per year, but the availability is limited.

The Excelsior Springs Police Department firearms range offers a larger range, that can accommodate handguns, shotguns and rifle use, out to 100+ yards. Through cooperation between our agencies, this opportunity has been made available and provides the Police Department with an option to use this range near Smithville at a reasonable cost.

This intergovernmental agreement between the City of Excelsior Springs and the City of Smithville authorizes the Smithville Police Department to utilize the Excelsior Springs Police Department firearms range at a cost of \$200 per training day. The agreement outlines the expectations of both parties, including access and scheduling, fees, safety rules and procedures, insurance requirements, and indemnification. Approval of this agreement provides SPD additional options for firearms training as we schedule training for 2026 and beyond, and the fees are consistent with other firearms ranges in the area.

## **PREVIOUS ACTION**

None

## **POLICY OBJECTIVE**

N/A

## **FINANCIAL CONSIDERATIONS**

Costs associated with this agreement are budgeted.

**ATTACHMENTS**

- Ordinance
- Resolution
- Staff Report
- Other: Agreement

- Contract
- Plans
- Minutes

**BILL NO. 3105-26**

**ORDINANCE NO. 330X-26**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE  
THE RANGE USE AGREEMENT WITH THE CITY OF EXCELSIOR SPRINGS,  
MISSOURI**

**WHEREAS**, the City of Smithville Police Department desires to utilize the shooting range facility owned and operated by the City of Excelsior Springs, Missouri; and

**WHEREAS**, the Board of Aldermen desires to approve the Range Use Agreement, thereby allowing members of the City of Smithville Police Department to utilize the City of Excelsior Springs' shooting range.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
CITY OF SMITHVILLE, MISSOURI:**

SECTION 1. That the Range Use Agreement between the City of Smithville, Missouri and the City of Excelsior Springs, Missouri in substantially the form attached hereto as **Exhibit A**, incorporated into this Ordinance as if fully set forth herein, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 24<sup>th</sup> day of March 2026.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 03/24/2026

Second Reading: 03/24/2026

## RANGE USE AGREEMENT

This Range Use Agreement ("Agreement") is made between the City of Excelsior Springs, Missouri and SMITHVILLE, MO POLICE DEPARTMENT ("Agency").

### RECITALS

WHEREAS, the City of Excelsior Springs, Missouri ("City") owns and operates a shooting range facility located at the City's Water Treatment Plant ("Range"), 11800 McKee Road, Prathersville, Missouri, 64024.

WHEREAS, Agency desires to utilize the Range for law enforcement firearms training and qualification purposes;

WHEREAS, the City is willing to permit the Agency's use of the Range under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- 1. Range Use.** The City grants the Agency a non-exclusive, revocable license to use the Range for law enforcement training and qualification purposes. Use is limited to sworn law enforcement personnel employed by the Agency.
- 2. Term.** This Agreement expires on December 31, 2027, unless terminated earlier as provided herein.
- 3. Scheduling and Access.** The Agency shall coordinate all Range use with the City's designated Range Coordinator. Range use is subject to availability and may not conflict with City or other scheduled uses. Access methods (e.g., keys, codes) will be determined by the City and provided to the Agency as needed.
- 4. Fees.** The Agency shall pay the City \$200 per training day. Payment will be invoiced monthly and due within thirty (30) days of receipt.
- 5. Safety Rules and Procedures.** The Agency agrees to comply with the City's Range Rules and Safety Procedures, attached as Exhibit A and incorporated herein. Any exceptions require written approval from the City's Range Coordinator. The Agency shall provide a qualified Range Safety Officer for all training sessions.
- 6. Equipment and Targets.** The Agency shall supply its own firearms, ammunition, targets, and equipment. Targets must be positioned to ensure rounds impact designated berms safely. Any use of steel targets or vehicles requires prior written approval from the City.

**7. Cleanup and Damage.** The Agency shall clean up all debris, targets, and casings after each use. Any damage caused by the Agency's personnel shall be repaired or reimbursed by the Agency at the City's discretion.

**8. Insurance and Liability.** The Agency shall maintain general liability and workers' compensation insurance as required by law and provide proof of coverage to the City upon request. The City shall maintain premises liability coverage. Nothing in this Agreement waives any immunities or defenses afforded to the City or the Agency under Missouri law, including sovereign immunity under RSMo 537.600 et seq.

**9. Indemnification.** To the extent permitted by law, the Agency shall indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of the Agency, its officers, employees, or agents while using the Range.

**10. Alterations and Maintenance.** The Agency shall not make alterations to the Range without prior written approval from the City. The City is responsible for general Range maintenance.

**11. Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice.

**12. Governing Law and Venue.** This Agreement shall be governed by Missouri law. Venue for any disputes shall be in Clay County, Missouri.

**13. Entire Agreement.** This document, including all attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

**14. Contacts.**

City Range Coordinator: Investigations Support Specialist, Andrew Warner  
Agency Point of Contact: SAA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CITY OF EXCELSIOR SPRINGS, MISSOURI

By: Gregory Dull  
Name: Gregory Dull  
Title: Chief of Police  
Date: 1/3/2026

By: \_\_\_\_\_  
Name: Damien Boley  
Title: Mayor  
Date: 03/24/2026

## **Exhibit A - Range Rules and Safety Procedures**

### **A. Firearm Handling and Conduct Expectations**

Due to the potential dangers associated with handling loaded firearms, this agreement strictly prohibits unsafe or unprofessional behavior at the Excelsior Springs Police Range. The agency representative present is responsible for ensuring compliance with these rules.

Examples of inappropriate conduct include:

- Handling firearms in a dangerous or inappropriate manner, such as pointing a firearm unsafely, removing weapons without instruction, or disregarding safety rules, as determined by the range safety officer or agency representative.
- Firing beyond the designated backstop or using weapons not approved by the range safety officer or agency representative.
- Shoving, pushing, or engaging in physical roughhousing.
- Shouting, using profanity, or offensive language.
- Acting unprofessionally or disrespectfully toward other participants, the range training officer, or the agency representative.
- Violating parking and driving rules; vehicles must be parked in designated areas, and driving off the roadway is prohibited.
- Failing to properly care for the range and its facilities.

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### **B. End-of-Day Range Procedures**

At the end of each training session:

- Participants must collect all shell casings and dispose of them in recycling buckets.
- All trash must be picked up and disposed of properly.
- The range safety officer or agency representative will perform a final inspection to ensure the range is clean before officers are dismissed.

Additional responsibilities include:

- Removing used targets from the target holder and disposing of them properly.
- Ensuring their duty weapons are in operational condition before leaving the range.

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### **C. Range Control and Training Oversight**

The range is under the overall authority of the Excelsior Springs Agency Representative, who collaborates with the training agency's range officer to ensure safe and proper training. The training outline must be reviewed and approved beforehand, and any deviations must be discussed and agreed upon prior to training. Final decisions regarding training tactics, methods, or practices are at the discretion of the agency representative.

- Each training session must be submitted with a training outline at least 48 hours in advance.

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### **D. Equipment and Ammunition Standards**

Only properly equipped individuals may use the range facilities. This includes:

- Well-maintained, operational firearms.
- All weapons must be approved by the agency representative before use.
- Ammunition must be agency-approved target or duty rounds suitable for the firearm.
- Participants must use appropriate holsters and accessories.
- Hearing and eye protection, provided by the training agency, must be worn at all times.
- Only targets approved by the Excelsior Springs Police Department are permitted.

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### **E. Dress Code**

All participants must wear appropriate range attire:

- Pants extending to the ankles.
- Short or long-sleeved shirts.
- Shoes that fully cover the feet.

Inappropriate attire includes:

- Shorts.
  - Tank tops.
  - Sandals.
  - Clothing with obscene or offensive messages or images.
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#### **F. Range Safety and Conduct Enforcement**

The range safety officer or agency representative has the authority to dismiss anyone violating these rules. Any such dismissal or safety violation will be documented and reported to the Range Commander and senior command staff of the training agency. Minor infractions will be documented and communicated to the training agency's range officer. Repeated violations may result in the loss of future range access.

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#### **G. Role of the Agency Representative**

The agency representative operates under the direction of the Chief of Police for the Excelsior Springs Police Department. All outside agencies must coordinate their training schedules through the agency representative, who also manages range keys. Responsibilities include:

- Scheduling range use for other agencies.
  - Ensuring adherence to all rules and regulations.
  - Exercising overall authority over the range during outside agency training.
  - Making decisions related to unforeseen issues such as:
    - Agricultural or farming conflicts with neighboring properties.
    - Weather-related concerns like rain or severe weather.
    - Damage to access roads caused by weather conditions.
    - Conflicts with Public Works or other agencies.
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#### **H. Training Supplies and Responsibilities**

All necessary training materials and equipment must be supplied by the training agency, not the Excelsior Springs Police Department. This includes:

- Cardboard backing, paper targets, ammunition, batteries, eye and hearing protection, hydration, medical safety equipment, and any other items needed for safe training.