



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider updating and modifying the Independence Gun Club lease to allow for the construction of a building, and update the maintenance agreement.

**SUMMARY RECOMMENDATION** City staff recommends approval of a building pending FAA approval and modification of the current lease agreement.

**BACKGROUND** Mark Leaman contacted the City of Independence requesting permission to start the process of modifying the lease and obtaining FAA approval for a new building at the Independence Airport Gun Club. Mark will be present at the meeting to discuss with the Commission the project and steps to obtain approval of the new building.

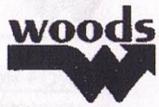
It should also be noted that the original lease and maintenance agreements were approved on February 24, 2005. At that time the Independence Gun Club was to pay the City \$94.71 per month for the lease, and the City was to pay the Independence Gun Club \$69.71 per month for maintenance around the Rifle Berm. These amounts were to be adjusted every five years to reflect any increase in the Consumer Price Index, which would have increased the amounts in 2010, 2015, and 2020. It appears that this has not occurred, therefore, the new lease reflects what the current amount should be based applying the cumulative CPI rate since March 2005 through March 2020 which is 28.38% for the Kansas City Region (Midwest Area). The revised amounts will be \$121.59 for the lease, and \$89.49 for the maintenance agreement.

**BUDGET IMPACT** The budget impact would be minimal based on the CPI adjustment.

**SUGGESTED MOTION** I move the City request FAA approval of a new building at the Independence Airport Gun Club, and approve the updated and modified lease and maintenance agreements as prepared by the City Attorney.

**SUPPORTING DOCUMENTS**

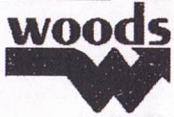
1. Drawings
2. 2005 Lease and Maintenance Agreements
3. Proposed 2020 Lease and Maintenance Agreements



Construction  
**Maestro**<sup>®</sup>  
Estimating Software  
Pole Barns, Garages & Docks



"Devin Giveaway  
Estimate Number: 213  
2/10/2020"



# Woods Lumber Quotation Package

**QUOTATION FOR:**

Devin Giveaway  
 Customer Address Not Provided  
 Independence, KS 67301  
 Customer Phone Not Provided

**CONTACT:**

Nick  
 915 N Penn Ave  
 Independence, KS 67301  
 620-331-4900

**CONSTRUCTION:**

Post Frame  
 20' X 30' X 8'

**DIMENSIONS:****SPECIFICATIONS FOR 20' X 30' X 8' POST FRAME PACKAGE:****MATERIAL PACKAGE**

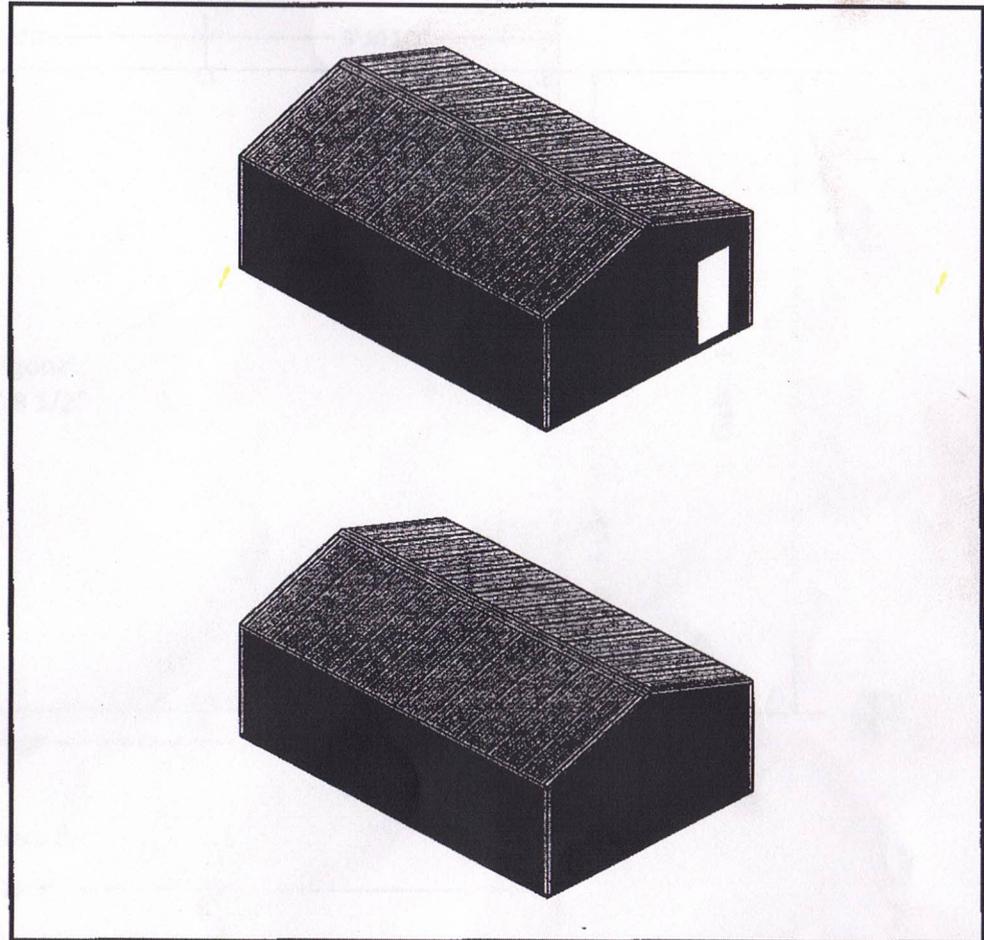
- Pre-Engineered Wood Trusses (4/12 Pitch, 5' O/C)
- 5 x 5 C C A Treated .60 Eave Posts (10' O/C)
- 5 x 5 C C A Treated .60 Gable Posts (10' O/C)
- 2 x 6 C C A Treated .60 Skirt Boards (1 Row)
- 2 x 4 Wall Girts (24" O/C) and Roof Purlins (24" O/C)
- 2 x 12 Double Top Girt Truss Carrier
- Burgundy Quadra-Loc Plus 29 Ga. Steel Siding w/ 40 -Year Paint War
- Taupe Quadra-Loc Plus 29 Ga. Steel Roof w/ 40 -Year Paint Warranty
- No Concrete Provided

**DOORS & WINDOWS**

- One 3' Standard Entry Door

**0" OVERHANG ON ALL SIDES****FASTENERS**

- 1 1/2 In Metal to Wood Screw for Steel Wall, Roof Panels
- Pole Barn 40D Nail Maze for Truss Carrier
- Pole Barn 40D Nail Maze for Skirt Board
- Galvanized Steel Framing Nails

**DETAILED BUILDING PLANS**

Subtotal	\$3,549.07
Tax	\$182.78
<b>TOTAL W/DELVIERY</b>	<b>\$3,731.85</b>

QUOTATION DATE: 2/10/2020

ESTIMATE NUMBER: 213

Prices are good for 30 days, until 3/11/2020

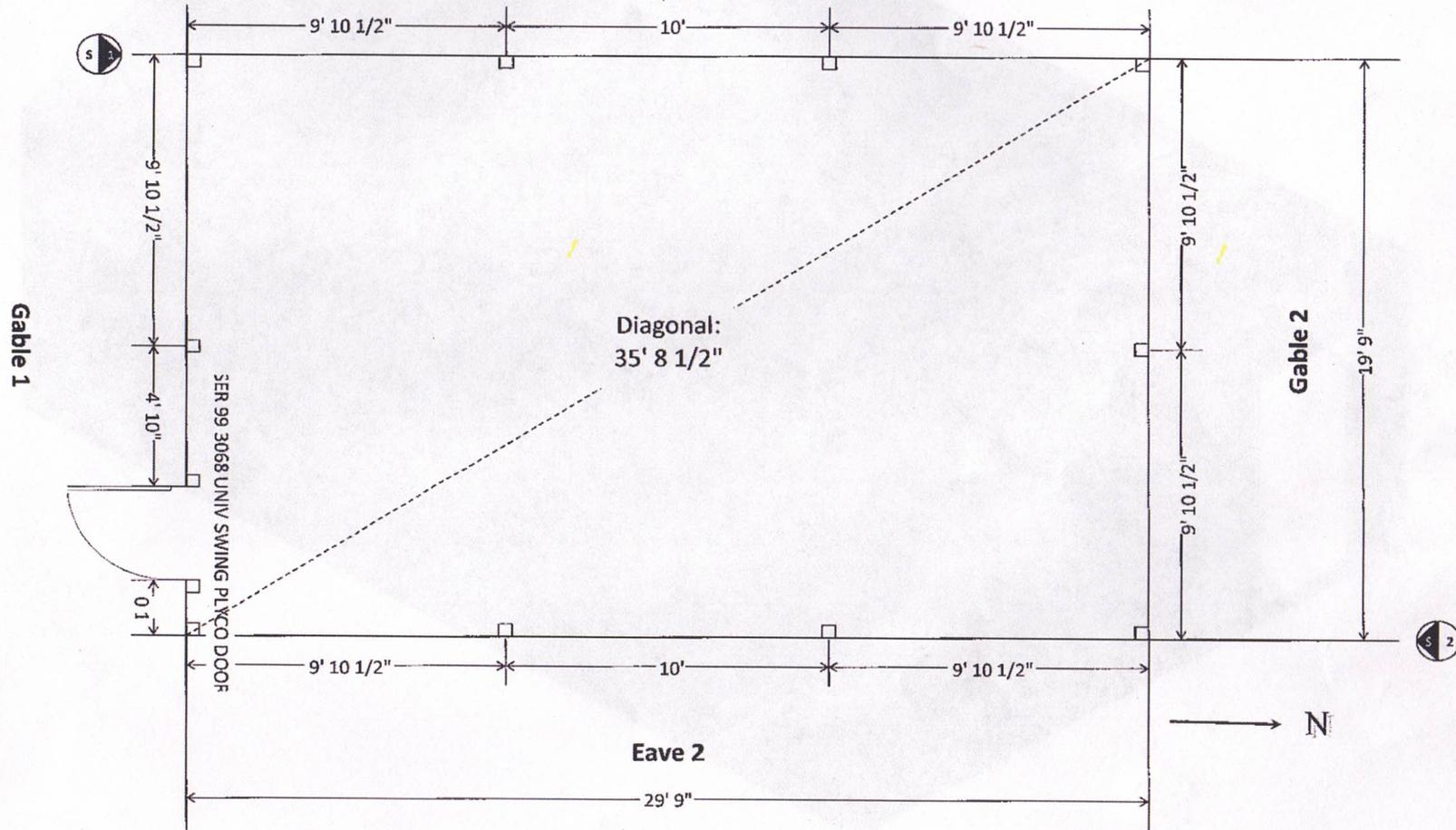


# POLE LAYOUT

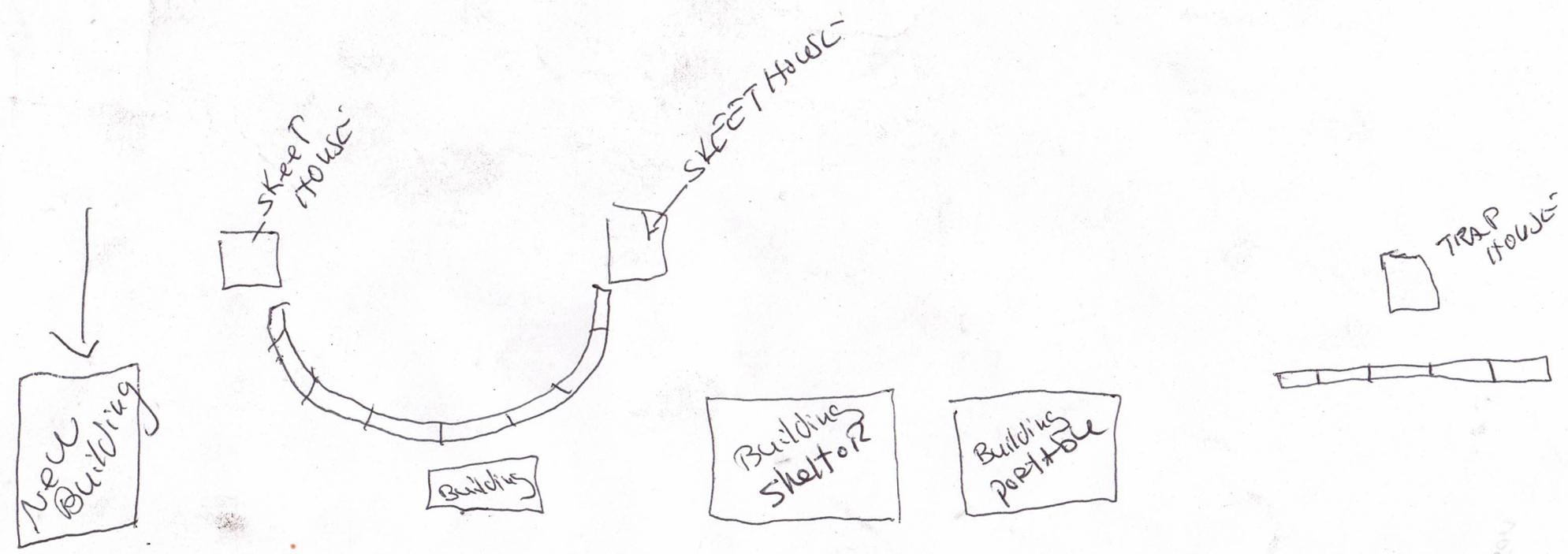
Personal Use, 600 sq. ft.



## Eave 1



N  
E  
S  
W



Rifle RANGE  
1400 3490 Dune  
110-883-4827  
John & Kristin Wollan  
Bison Drive

## LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 24<sup>th</sup> day of February, 2005, between the City of Independence, Kansas, hereafter Lessor, and the Independence Gun Club, hereafter Lessee.

1. **Property:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, certain property known as the Skeet Range located in the southeast corner of the Independence Municipal Airport, said property being rectangular in shape bounded by Third Avenue on the west and Sixth Avenue on the east, and A Street on the south and B Street on the north. A map showing the location of the property at the Independence Municipal Airport is attached hereto and incorporated herein by reference as Exhibit A.
2. **Term:** The lease shall be for a term of five (5) years commencing March 1, 2005 and ending February 28, 2010. The lease shall automatically renew for successive five (5) year terms unless either party gives the other party notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the current term of the lease.
3. **Early Termination:** Either party may terminate this agreement upon thirty (30) days' written notice to the other party.
4. **Use of Premises:** The property which is the subject of this lease shall be used by Lessee as a skeet range, and for related activities.
5. **Lease Payment:** Lessee shall pay Lessor a monthly lease payment of \$ 94.71 payable in advance. The lease payment payable during any extension or renewal term shall be adjusted upward to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day of each renewal term and shall be

applicable for the entire five (5) year renewal term.

6. **Prohibited Uses:** Lessee shall not use the property in any manner that would unreasonably interfere with the use or enjoyment of adjoining property.

7. **Compliance With Applicable Laws:** Lessee shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

8. **Subordination of Lessee's Rights:** Lessee's rights to possession, use and enjoyment of the property shall be subject and subordinate to the following:

- A. Any existing or future federal or state statutes, or any existing or future leases or agreements between Lessor and the United States or the state of Kansas pertaining to the development, construction, operation or maintenance of Independence Municipal Airport, the execution of which may be required as a condition precedent to the receipt or expenditure of federal or state funds for the development, maintenance or construction of Independence Municipal Airport.
- B. Any existing or future agreements, leases, or deeds granted or entered into by and between Lessor and the United States with reference to the conveyance by the United States to Lessor of any real or personal property at the Independence Municipal Airport
- C. Any existing or future agreements between Lessor and the United States for the military use of all or part of the Independence Municipal Airport.

9. **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any and all liability or loss resulting from claims or liability arising directly or indirectly out of the activity of Lessee, its agents, employees, guests or business visitors by reason of any act or omission of such person or persons.

10. **Improvements:** Lessee shall make no further improvements to the property during the term of this lease without prior written consent of Lessor. Lessee has made certain improvements to the property which are described in Exhibit B attached hereto and incorporated herein by reference. Any improvements made by Lessee may be removed by Lessee upon termination of the lease so long as removal does not damage or impair Lessor's property.

11. **Damage to Improvements:** In the event any improvements located on the property are destroyed or rendered unusable by fire or other casualty loss, Lessor shall be under no obligation to repair or replace such improvements. In the event of such occurrence, either party may elect to terminate the lease.

12. **Insurance:** Lessee shall at all times maintain general liability insurance in an amount not less than \$500,000.00 per occurrence and shall name Lessor as an additional insured. It shall be Lessee's sole responsibility to insure improvements located on the property.

13. **Nondiscrimination:** Lessee shall maintain and operate the property in compliance with state and federal statutes and regulations governing nondiscrimination as follows:

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for services furnished during the construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.

- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49CFR, Part 21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

14. **Entry by Lessor:** Lessor shall have the right to enter upon the property for purposes of inspecting the property and for any other purpose reasonably related to this agreement.

15. **Airport Maintenance and Improvements:** Maintenance and improvements to Independence Municipal Airport shall be the responsibility of Lessor and shall be undertaken as deemed appropriate in Lessor's sole discretion without obligation to Lessee and without interference or hindrance by Lessee.

16. **Non-interference by Lessee:** Lessee shall not exercise any rights granted under this lease in such a manner as to interfere or adversely affect the use, operation, maintenance and development of Independence Municipal Airport as determined in the sole discretion of Lessor.

17. **Obstructions:** Lessor shall have the right to take any action it considers necessary to protect the aerial approaches to Independence Municipal Airport against obstruction, including the right to prevent Lessee from erecting or permitting to be erected any building or structure on the property which, in the opinion of Lessor, may limit or obstruct use of Independence Municipal Airport or constitute a hazard to aircraft.

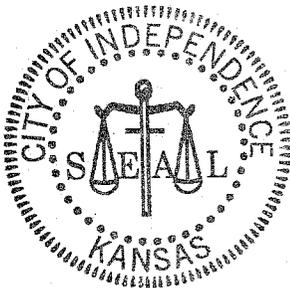
18. **Air Easement:** Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent in the operation of aircraft.

19. **War or National Emergency:** During the time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the Independence Municipal Airport. If any such agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of such an agreement with the government, shall be suspended.

20. **Nonassignment:** Lessee shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Lessor.

21. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease agreement as of the day and year first written above.



LESSOR

City of Independence, Kansas

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

*Philip Chappuie*  
Philip Chappuie, Mayor

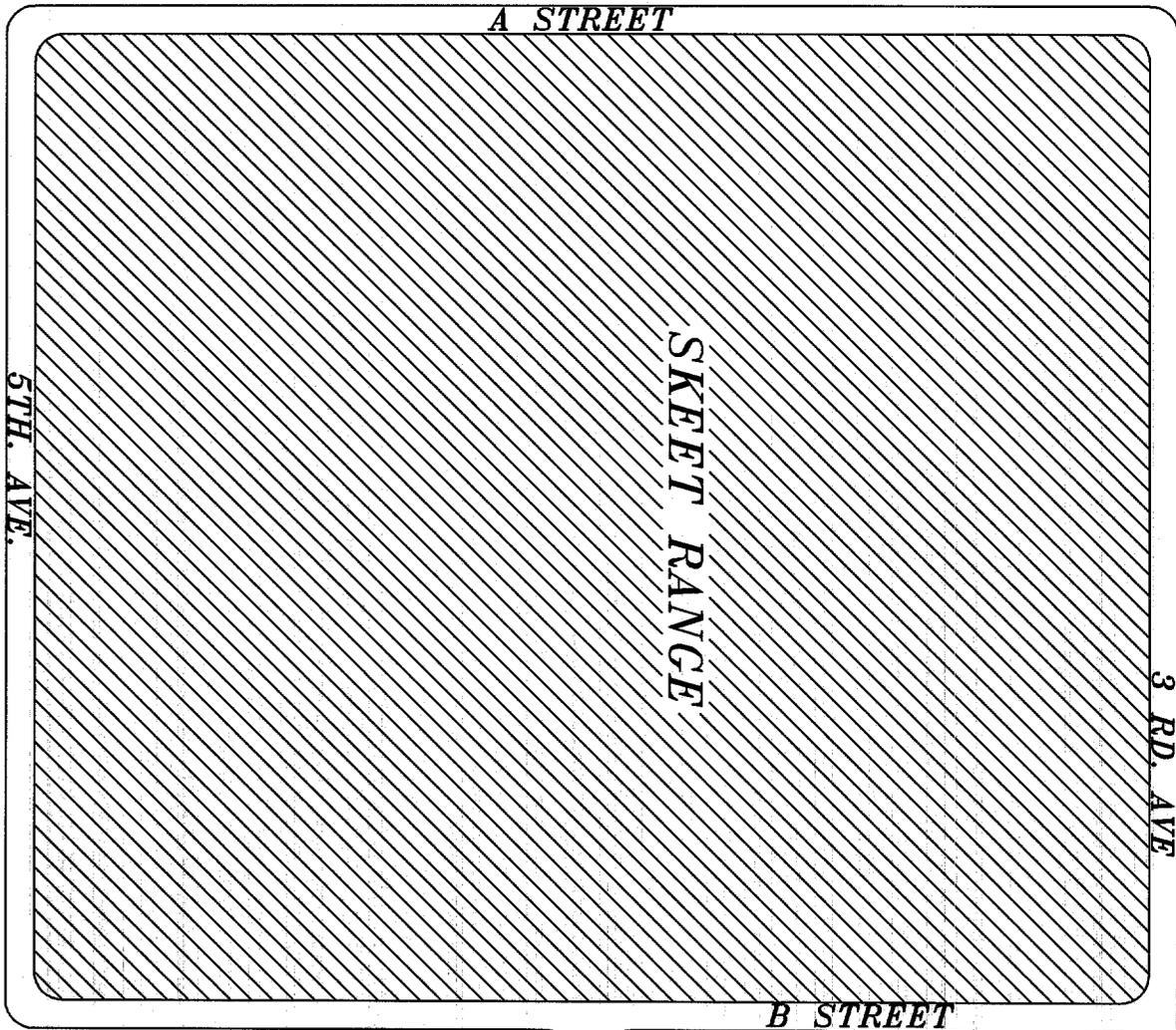
ATTEST:

*Anthony D. Royse*  
Anthony D. Royse  
City Clerk

**LESSEE**

**Independence Gun Club**

By: Marvin Nance  
Name: MARVIN NANCE  
Title: PRESIDENT



4 TH. AVE.

## MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into as of the 24<sup>th</sup> day of February, 2005, between the City of Independence, Kansas, hereafter Owner, and the Independence Gun Club, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: mowing, weed removal and eradication, debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning March 1, 2005. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$ 69.71 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

6. **Nonassignment:** Contractor shall not assign or sublease any rights under this

lease or any portion of the property without prior written consent of Owner

7. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.



**OWNER**

**City of Independence, Kansas**

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

*Philip Chappuie*  
Philip Chappuie, Mayor

ATTEST:

*Anthony D. Royse*

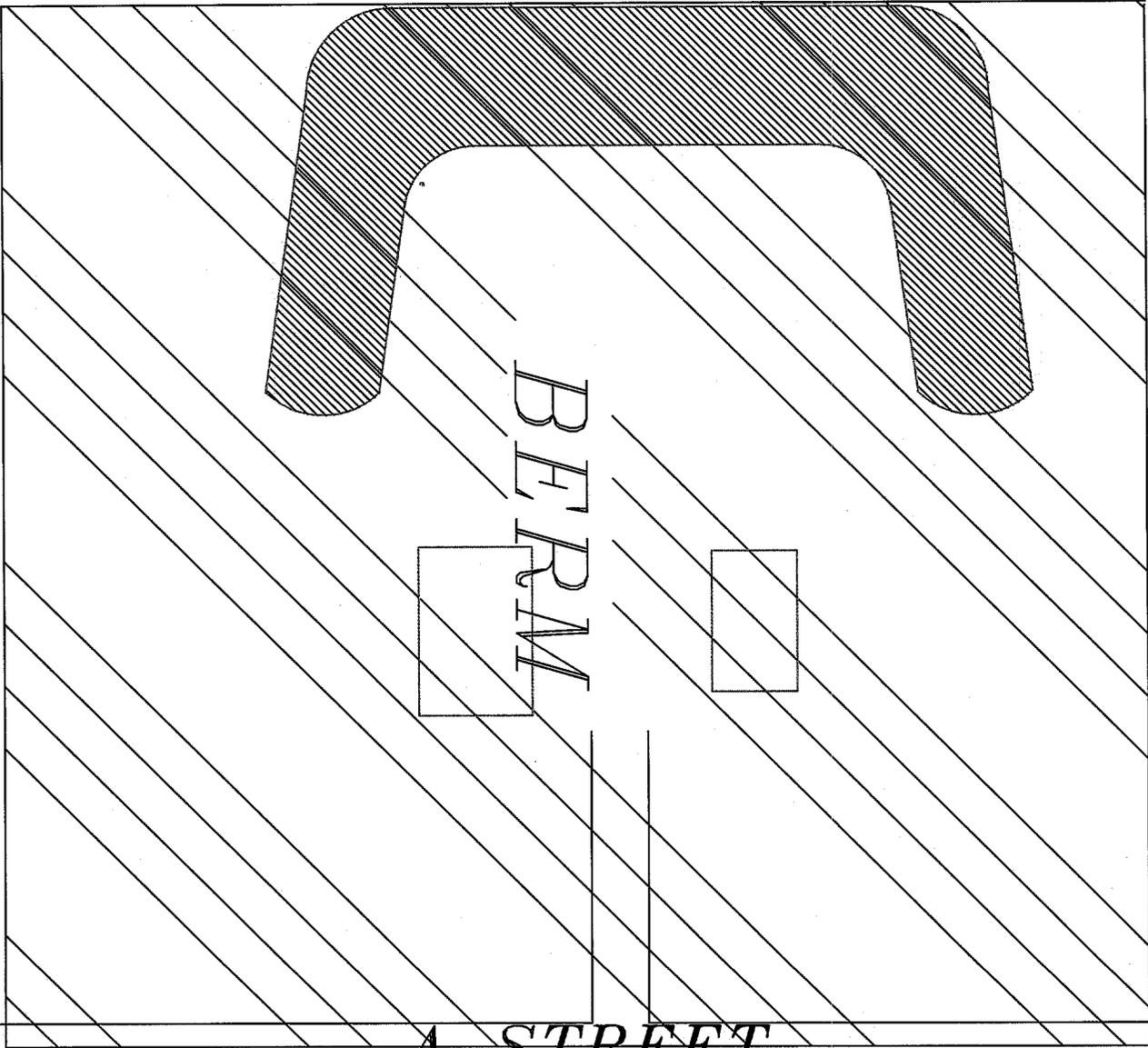
Anthony D. Royse  
City Clerk

**CONTRACTOR**

**Independence Gun Club**

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

*Marvin Nance*  
Name: MARVIN NANCE  
Title: PRESIDENT



BERM

A STREET

## LEASE AGREEMENT

*This Agreement* is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Lessor, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Lessee.

1. **Property:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, certain property known as the Skeet Range located in the southeast corner of the Independence Municipal Airport, said property being rectangular in shape bounded by Third Avenue on the west and Sixth Avenue on the east, and A Street on the south and B Street on the north. A map showing the location of the property at the Independence Municipal Airport is attached hereto and incorporated herein by reference as Exhibit A.

2. **Term:** The lease shall be for a term of five (5) years, commencing July 1, 2020, and ending June 30, 2025. The lease shall automatically renew for successive five (5) year terms unless either party gives the other party notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the current term of the lease.

3. **Early Termination:** Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

4. **Use of Premises:** The property which is the subject of this lease shall be used by Lessee as a skeet range, and for related gun club activities.

5. **Lease Payment:** Lessee shall pay Lessor a monthly lease payment of \$121.59 payable in advance. The lease payment payable during any extension or renewal term shall be adjusted upward to reflect any increase in the Consumer Price Index (CPI), Kansas City Region, as published by the Department of Commerce of the United States of America. The adjustment

shall be computed as of the first day of each renewal term and shall be applicable for the entire five (5) year renewal term.

6. **Prohibited Uses:** Lessee shall not use the property in any manner that would unreasonably interfere with the use or enjoyment of adjoining property.

7. **Compliance with Applicable Laws:** Lessee shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

8. **Subordination of Lessee's Rights:** Lessee's rights to possession, use and enjoyment of the property shall be subject and subordinate to the following:

- a. Any existing or future federal or state statutes, or any existing or future leases or agreements between Lessor and the United States or the State of Kansas pertaining to the development, construction, operation or maintenance of Independence Municipal Airport, the execution of which may be required as a condition precedent to the receipt or expenditure of federal or state funds for the development, maintenance or construction of Independence Municipal Airport.
- b. Any existing or future agreements, leases, or deeds granted or entered into by and between Lessor and the United States with reference to the conveyance by the United States to Lessor of any real or personal property at the Independence Municipal Airport.
- c. Any existing or future agreements between Lessor and the United States for the military use of all or part of the Independence Municipal Airport.
- d. FAA approval.

9. **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any and all liability or loss resulting from claims or liability arising directly or indirectly out of the activity of Lessee, its agents, employees, guests or business visitors by reason of any act or omission of such person or persons.

10. **Improvements:** Lessor grants Lessee permission to construct an additional building on the property so long as the building is in compliance with all terms and conditions of

this agreement and does not obstruct use of the Independence Municipal Airport or violate any FAA rules or regulations. Lessee has made certain improvements to the property which are described in Exhibit B attached hereto and incorporated herein by reference. Any improvements made by Lessee may be removed by Lessee upon termination of the lease so long as removal does not damage or impair Lessor's property. Any improvements existing at time of termination of the lease which are not removed by Lessee shall become the property of Lessor and Lessor shall not be required to compensate Lessee for the same.

11. **Damage to Improvements:** In the event any improvements located on the property are destroyed or rendered unusable by fire or other casualty loss, Lessor shall be under no obligation to repair or replace such improvements. In the event of such occurrence, either party may elect to terminate the lease.

12. **Insurance:** Lessee shall at all times maintain general liability insurance in an amount not less than \$500,000.00 per occurrence and shall name Lessor as an additional insured. It shall be Lessee's sole responsibility to insure improvements located on the property.

13. **Nondiscrimination:** Lessee shall maintain and operate the property in compliance with state and federal statutes and regulations governing nondiscrimination as follows:

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for services furnished during the construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.
- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49CFR, Part 21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

14. **Entry by Lessor:** Lessor shall have the right to enter upon the property for purposes of inspecting the property and for any other purpose reasonably related to this agreement.

15. **Airport Maintenance and Improvements:** Maintenance and improvements to Independence Municipal Airport shall be the responsibility of Lessor and shall be undertaken as deemed appropriate in Lessor's sole discretion without obligation to Lessee and without interference or hindrance by Lessee.

16. **Non-interference by Lessee:** Lessee shall not exercise any rights granted under this lease in such a manner as to interfere or adversely affect the use, operation, maintenance and development of Independence Municipal Airport as determined in the sole discretion of Lessor.

17. **Obstructions:** Lessor shall have the right to take any action it considers necessary to protect the aerial approaches to Independence Municipal Airport against obstruction, including the right to prevent Lessee from erecting or permitting to be erected any building or structure on the property which, in the opinion of Lessor, may limit or obstruct use of Independence Municipal Airport or constitute a hazard to aircraft.

18. **Air Easement:** Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent in the operation of aircraft.

19. **War or National Emergency:** During the time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the Independence Municipal Airport. If any such

agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of such an agreement with the government, shall be suspended.

20. **Non-assignment:** Lessee shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Lessor.

21. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

*In Witness Whereof*, the parties have executed this lease agreement as of the day and year first written above.

**LESSOR  
CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

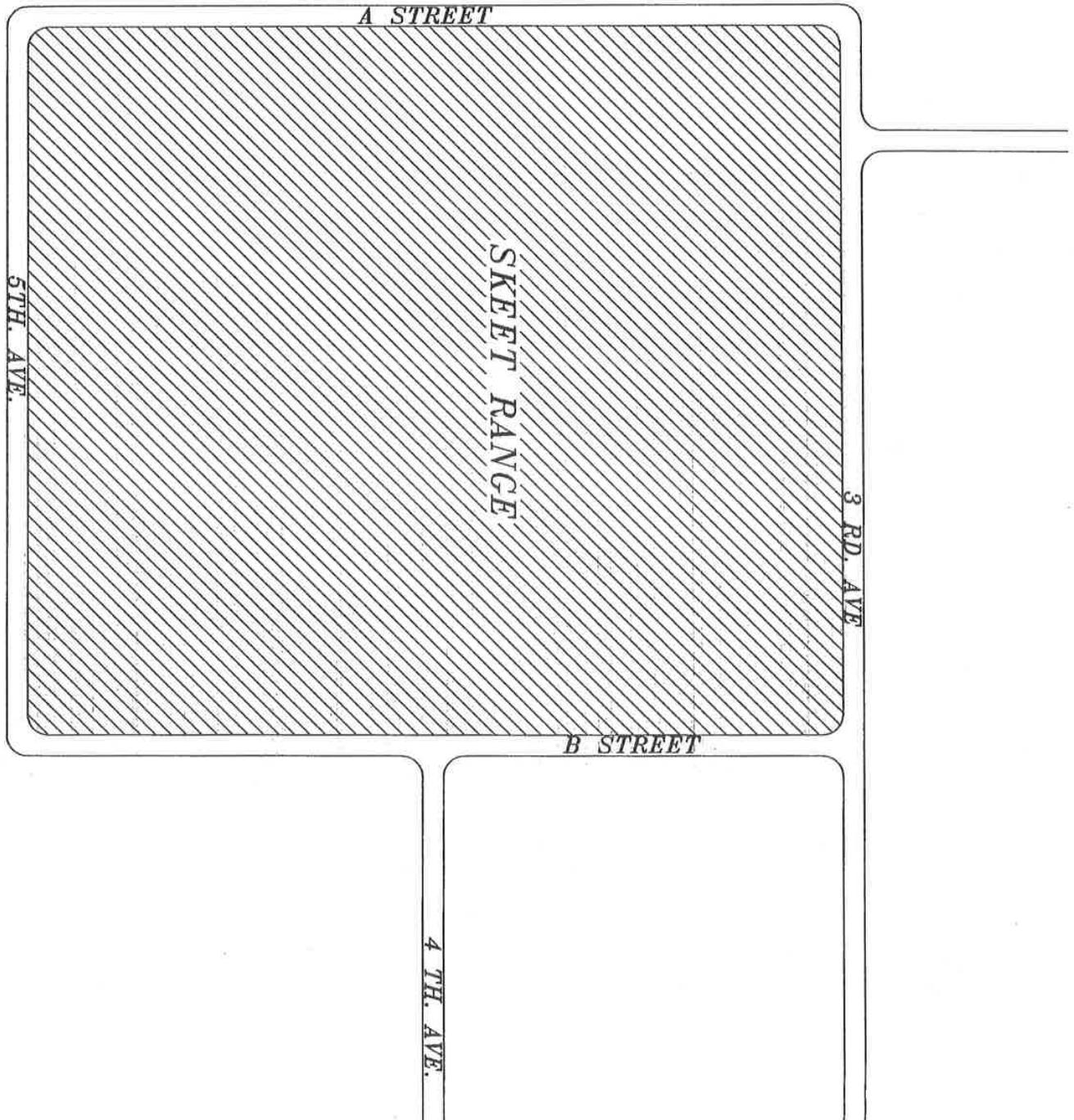
ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**LESSEE  
INDEPENDENCE GUN CLUB**

By: \_\_\_\_\_  
MARK LEAMAN  
Title:

EXHIBIT "A"



## MAINTENANCE AGREEMENT

*This Agreement* is entered into effective is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Owner, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: mowing, weed removal and eradication, debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning July 1, 2020. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$89.49 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

6. **Non-assignment:** Contractor shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Owner.

7. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

*In Witness Whereof*, the parties have executed this lease agreement as of the day and year first written above.

**OWNER  
CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**CONTRACTOR  
INDEPENDENCE GUN CLUB**

By: \_\_\_\_\_  
MARK LEAMAN  
Title:

EXHIBIT "A"

