



LEMONT POLICE DEPARTMENT

14600 W. 127th St Lemont, Illinois 60439  
630.257.2229 phone 630.257.5087 fax

January 1, 2016

Attached is a copy of the Range Rules and Regulations. The Lemont Police Department has previously provided the use of our outdoor range for Firearms Training and Qualifications to your Department. Please review and return a signed copy of the Intergovernmental Agreement.

As the cost of providing this service continues to escalate, The Village of Lemont is establishing a use fee that will commence on February 1, 2016. Collected fees will be utilized to defer the costs associated with the up keep and maintenance of the outdoor range. Expenses include garbage collection and environmental costs. It has become a challenge for us to meet these expenses on an annual basis.

For calendar year 2016 commencing in February 1, the fee use will be \$100.

The range will only be accessible for Departmental Sanctioned Training. It will not be accessible for recreational shooting by an individual officer or group of officers.

Please direct all calls or correspondence to the Andrea Mantia, at 630-257-2229 or by e-mail at [amantia@lemont.il.us](mailto:amantia@lemont.il.us).

Sincerely,

Marc R. Maton  
Chief of Police

Gregory D. Smith  
Operations Commander

Marc R. Maton  
Chief of Police

Deniel M. Tully  
Administrative Commander

Marc R. Maton  
Chief of Police

Business 630-257-2229  
Fax 630-257-5087

**Lemont Police Department**  
**14600 127<sup>TH</sup> Street**  
**Lemont, IL 60439**

**TO:** All Police Officers/Outside Agencies  
**FROM:** Marc R. Maton/Chief of Police  
**SUBJECT:** Lemont Police Department Operations Weapons Range

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The enclosed packet contains the documents that must be completed and fully executed by law enforcement agencies and their officers prior to using the Lemont Police Department Law Enforcement Range Facility for calendar year 2015. This packet includes the following material:

- 1) An Intergovernmental Agreement Regarding the Use of the Village of Lemont's Shooting Range, which must be lawfully approved and executed by the agency or its related governmental entity.
- 2) Agency Application for the use of the Range, which must be filled out by the agency and must list all employees, officers and agents who will be using Lemont's weapons range. This form must be continually updated, as necessary.
- 3) Release and Indemnification Agreement Related to the Use of the Village of Lemont Firearm Range Facility, which must be executed by each individual who is going to use Lemont's weapons range. It is the responsibility of the agency to disseminate this form, along with Lemont's Range Rules and Regulation to all of its employees, officers or agents who will be using the weapons range.

All forms must be completed and returned to the Range Supervisor, c/o the Lemont Police Department, 14600 127th Street, Lemont, Illinois 60439, **prior to any agencies use of the Lemont Police Department Operations Weapons Range. NO EXCEPTIONS.**

**INTERGOVERNMENTAL AGREEMENT REGARDING THE USE OF THE VILLAGE  
OF LEMONT'S SHOOTING RANGE**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into as of the date last set forth below, by and between the Village of Lemont, an Illinois municipal corporation (referred to as "Lemont"), and the VILLAGE OF WESTMONT, an Illinois municipal corporation (referred to as "User") (collectively referred to as the "Parties").

**WITNESSETH**

**WHEREAS**, Lemont and the User are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois of 1970 and public agencies as that term is used in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, Lemont is the owner of a shooting range within the facility commonly referred to as the Lemont Police Department, which is located at 14600 127th Street, Lemont, IL 60439 ("Shooting Range");

**WHEREAS**, User does not own a shooting range and has requested access to Lemont's Shooting Range for its police officers to conduct training; and

**WHEREAS**, the Parties have determined that it is their respective best interests to enter into this Agreement regarding the User's access to and use of the Shooting Range; and

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The findings and recitals set forth above are hereby incorporated by reference into this Agreement as if set forth verbatim herein.
2. Lemont and User. The terms "Lemont" and "User" refer to the governmental entity as well as any and all officials, officers, employees and/or agents of that specific entity. Accordingly, the Parties acknowledge and agree that the rights, obligations and responsibilities of the "User" and "Lemont", as defined in this Agreement, apply to the governmental unit and all of its officials, officers, employees and/or agents, to the fullest extent permitted by law.

3. Use of Shooting Range. User represents and warrants that the only individuals who are permitted access to or use of the Shooting Range are those individuals who are employed as a police officer by the User and are duly authorized to use firearms pursuant to all federal, state and local laws, rules and regulations. Additionally, User understands and agrees that no individual shall be permitted to use the Shooting Range unless all of Lemont's rules and regulations regarding the use of the Shooting Range are strictly adhered to, including but not limited to providing Lemont with a signed waiver, following all safety regulations, and abiding by all restrictions regarding certain types of weapons and hours of operation.

4. Access to Shooting Range. User agrees that access to the Shooting Range will be by advance reservation arrangements only; said advance reservation arrangements to be made by contacting the Lemont Police Department at 630-257-2229. User further agrees that Lemont shall have absolute discretion in determining when and to what extent access to and use of the Shooting Range will be permitted. Nothing in the Agreement shall be construed as a grant of a property right to the User. Access and use of the Shooting Range by the User and other third parties shall be in the sole discretion of Lemont.

5. Term. Subject to extension or termination as provided in this paragraph, the term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement and shall thereafter automatically renew on an annual basis for successive one-year periods on the anniversary of the Effective Date. Either party may terminate this contract by notifying the other party in writing of its intention to terminate the contract and such termination becomes effective immediately upon the Party receiving the notice. Termination of this Agreement shall not terminate, alter or otherwise affect the User's responsibilities and obligations under paragraphs 6 and 7 of this Agreement.

6. Waiver and Release of Liability. User understands and agrees that the access to and use of the Shooting Range shall be entirely at their own risk. Lemont shall not be liable or responsible for any type of damage to, or for the destruction, loss, or theft of, any article, equipment or other property that may occur. To the fullest extent permitted by the laws of the State of Illinois, User hereby forever waives, relinquishes and discharges and holds harmless Lemont from, any and all claims of every nature whatsoever, which they may have at any time against Lemont, including without limitation claims for personal injury or property damage sustained or incurred at the Shooting Range.

7. Indemnification. To the fullest extent permitted by law, User shall defend, indemnify and hold harmless Lemont from and against any and all claims or demands of any nature whatsoever, including without limitation claims or demands for loss of, or damage to, property or for injury or death to any person from any cause whatsoever directly or indirectly arising from, related to, or connected with User access to and use of the Shooting Range. User shall pay all costs and expenses, including without limitation court costs and attorneys' fees, which shall be incurred by or imposed on Lemont either in enforcing the terms of this Agreement or in any litigation or other proceeding to which Lemont may be made a party relating to this Agreement in any manner. Nothing herein provided is intended to waive nor shall it waive any of the immunities afforded Lemont under the "Local Governmental and Governmental

Employees Tort Immunity Act" and Lemont shall continue to have all of the protections and immunities provided by said Act as now or hereafter amended.

8. Condition of the Shooting Range; Duty of Care.

- (a) User (i) has examined the Shooting Range prior to execution of this Agreement and is satisfied with its condition; (ii) acknowledges that no representation as to the condition or repair thereof has been made by Lemont other than as expressly contained in the Agreement; (iii) acknowledges that no agreement or promise to alter, repair or improve the Shooting Range, other than as expressly contained in the Agreement, has been made by Lemont; and (iv) agrees to return to the Shooting Range to Lemont, in a condition as good or better than when first used by User, reasonable wear and tear excepted.
- (b) At all times during the term of the Agreement, User shall maintain the Shooting Range, and all fixtures, equipment, machinery and other personal property located thereon and therein in good repair and in a clean, neat, orderly, healthy and safe condition, as determined by Lemont in its sole discretion.
- (c) User shall be responsible for the proper disposal of all trash and garbage in containers provided by Lemont for User's use in the garbage storage areas of the Shooting Range. User shall be responsible for the sanitation of such containers. Lemont shall provide for hauling the trash and garbage from the Shooting Range.
- (d) User shall permit inspection of the Shooting Range by authorized representatives of state, county or local departments of public health or any other agency exercising similar jurisdiction, and shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith.
- (e) User shall not make or permit any repairs, alterations, or installations to the Shooting Range without prior written permission from Lemont. Any equipment installation by User shall be in accordance with applicable building codes, health ordinances, and any conditions imposed by Lemont. Any remodeling or repairs required as a result of the installation or removal of any equipment shall be completed only with Lemont's prior written consent and at User's sole cost and expense to the satisfaction of Lemont. All improvements, fixtures and personal property located in, on or affixed to the Shooting Range prior to User's first entrance therein, are and shall remain the property of Lemont. Alterations, improvements and fixtures made or installed by User shall become the property of Lemont at the end of the Term, unless Lemont requires User to remove same as User's cost. User shall be responsible for and shall pay to Lemont promptly upon demand, the full cost of any restoration or repair to the Shooting Range which results from the removal of such alterations, improvements and/or fixtures.

- (f) User shall be responsible for all damage caused by User and its employees, agents, members, volunteers or invitees to any of Lemont's improvements, furniture, fixtures, equipment, and personal property located in or about the Shooting Range, ordinary wear and tear excepted. User shall also be responsible for any and all damage done to all or any part of the Shooting Range or the Property by User and its employees, agents, members, volunteers and invitees, and User shall promptly reimburse Lemont for the full cost or repair of all such damages or replacement. User shall return the Shooting Range fixtures and equipment to Lemont at the termination of the Agreement in as good a condition as it received same, reasonable wear and tear excepted.
- (g) The Shooting Range is provided on an "as is" "where is" basis. Lemont shall not provide User with any equipment, materials, or supplies of any nature whatsoever in connection with the Licensed Activities. User shall supply all necessary equipment, materials, and supplies.

9. Maintenance. Except for damage or misuse caused by User or its employees, agents, members, volunteers or invitees or as otherwise provided in this Agreement, Lemont shall be responsible for maintaining the Shooting Range and its systems in good repair and for cleaning the Shooting Range as necessary for the use of the Shooting Range by persons other than User and its employees, agents, members, volunteers or invitees. Notwithstanding anything to the contrary contained or implied herein, if Lemont determines in a particular instance, in good faith, that due to budgetary or fiscal constraints it lacks sufficient funds to perform any major repair or replacement responsibility imposed on it hereunder, Lemont may determine not to perform such repair/replacement and, in such event, User shall have the option to terminate the Agreement by giving prior written notice thereof to Lemont.

10. Suspension of Use. In the event of an emergency, safety issue, or User's failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of, or poses an increased risk of liability to Lemont or its officials, officers, employees, agents, invitees or others, as determined by Lemont in its sole reasonable discretion, Lemont may immediately suspend the Agreement granted hereunder until such condition has been remedied to Lemont's satisfaction in accordance with this Agreement.

11. Compliance with Laws. User shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes as it applies to this Agreement, including but not limited to the Illinois Police Training Act (50 ILCS 705/1), Peace Officer and Probation Officer Firearm Training Act (50 ILCS 710/1), Illinois Municipal Code (65 ILCS 5/1) Firearm Owners Identification Card Act (430 ILCS 65/0.01 *et seq.*) and the Firearm Concealed Carry Act (430 ILCS 66/1 *et seq.*). User shall at all times act in a safe manner and in strict accordance with the terms of this Agreement. User shall not make or permit to be made any use of the Shooting Range which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase Lemont's insurable or uninsurable risk or liability. User shall cooperate with Lemont and the Lemont Police Department, and shall strictly follow all public safety requirements regarding its access to and use of the Shooting Range. Lemont reserves the right to revise its current rules and regulations pertaining to the Shooting Range and to promulgate such other and additional rules

and regulations as in its sole judgment may from time to time be needed for the safety, care, cleanliness and reputation of Lemont, the preservation of good order within the Shooting Range and to ensure that the Shooting Range is used in conformity with all applicable laws.

12. Written Notices. All notices, requests, demands, payments, or other communications with respect to this Agreement shall be addressed as follows (or to such other persons or addressees as may be designated by notice given to the other Party in accordance with this Paragraph).

To User:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Lemont:

Village of Lemont  
418 Main Street  
Lemont, Illinois 60439  
Attn: Village Administrator

With a copy to:

Lemont Police Department  
14600 127th Street  
Lemont, IL 60439  
Attn: Chief of Police

Jeffrey M. Stein  
Tressler LLP  
233 S. Wacker Drive, 22<sup>nd</sup> Floor  
Chicago, Illinois 60606

13. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any and all previous communications and understandings, oral or written, between the Parties. This Agreement cannot be modified or amended unless in writing signed by both Parties and dated a date subsequent to the date of this Agreement.

14. Relationship of the Parties. Nothing contained in this Agreement is intended, or shall be interpreted or construed, as creating any partnership or joint venture between the Parties, or as either expressly or implicitly providing any right, privilege or benefit of any kind whatsoever to any person or entity that is not a Party to this Agreement, or as acknowledging, establishing or imposing any legal duty or obligation on the part of either Party to any third party.

15. Assignment. This Agreement may not be assigned in whole or in part by User to any third party without the prior written consent of Lemont, which Lemont may grant or withhold in its sole discretion.

16. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

**IN WITNESS WHEREOF**, each of the Parties hereto have caused this Agreement to be executed by a duly authorized officer thereof as of the date last set forth below.

VILLAGE OF LEMONT:

By: \_\_\_\_\_  
Chief of Police

Attest: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

[Seal]

USER:

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

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

[Seal]