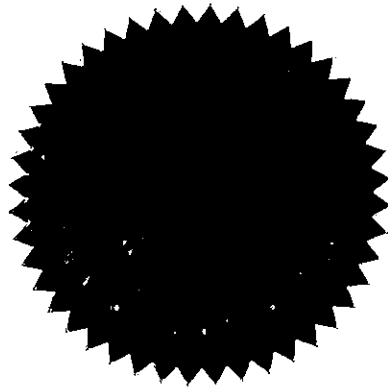


ORDINANCE 5017

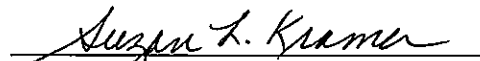
PAMPHLET

FRONT OF PAMPHLET

AUTHORIZATION OF THE USE OF THE VILLAGE OF LOMBARD FIREARMS
TRAINING FACILITY BY VARIOUS MUNICIPAL CORPORATIONS



PUBLISHED IN PAMPHLET FORM THIS 25th DAY OF SEPTEMBER 2001 BY
ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Suzan L. Kramer
Village Clerk

ORDINANCE NO. 5017

**AN ORDINANCE OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS AUTHORIZING USE
OF ITS FIREARMS TRAINING FACILITY BY
VARIOUS MUNICIPAL CORPORATIONS**

WHEREAS, the Village of Lombard (hereinafter referred to as the "Village") maintains a facility in the basement of the building housing its police department, located at 235 East Wilson, Lombard, Illinois, for the use of its employees mandated to participate in firearms training (hereinafter referred to as the "Facility"); and

WHEREAS, various municipal corporations have approached the Village with a request to use said Facility for their own employees mandated to participate in firearms training; and

WHEREAS, the Village desires to allow said municipal corporations to use the Facility to independently conduct their own firearms training at times convenient for the Village if each municipal corporation desiring to use the Facility executes an Intergovernmental Agreement releasing and indemnifying the Village from any liability arising from said use;

NOW THEREFORE, Be It Ordained, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1: That the Chief of Police of the Village of Lombard (hereinafter referred to as the "Chief"), or his designee, is hereby authorized to enter into an agreement with any municipal corporation for use of the Facility on behalf of the Village if the municipal corporation supplies the Chief with a copy of the Resolution attached hereto as Exhibit "A" and made a part hereof certified as adopted by the governing body of said municipal corporation and an executed copy of the Intergovernmental Agreement attached hereto as Exhibit "B" and made a part hereof, but only if the Chief determines, in his sole discretion, that such use will not interfere with the Village's use thereof.

Section 2: The Chief shall schedule the times at which the Facility may be used by each municipal corporation at his discretion.

Section 3: That this Ordinance shall be in full force and effect upon adoption, approval and publication as may be required by law.

Passed on first reading this 6th day of September, 2001.

First reading waived by action of the Board of Trustees this ____ day of _____, 2001.


Passed on second reading this 20th day of September, 2001.

AYES: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

NAYS: None

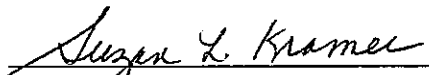
ABSENT: None

APPROVED this 20th day of September, 2001.



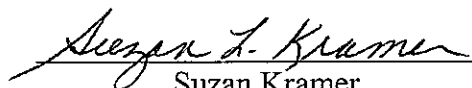
William J. Mueller
Village President

ATTEST:



Suzan Kramer
Village Clerk

Published by me in pamphlet form this 21st day of September, 2001.



Suzan Kramer
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

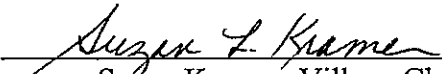
I, **the undersigned**, the duly qualified and acting Clerk of the Village of Lombard, DuPage County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of Ordinance No. 5017 being a Ordinance entitled:

**"AN ORDINANCE OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS AUTHORIZING USE
OF ITS FIREARMS TRAINING FACILITY BY
VARIOUS MUNICIPAL CORPORATIONS "**

which Ordinance was duly adopted at a regular meeting of the said Village Board held on the 20th day of September, 2001.

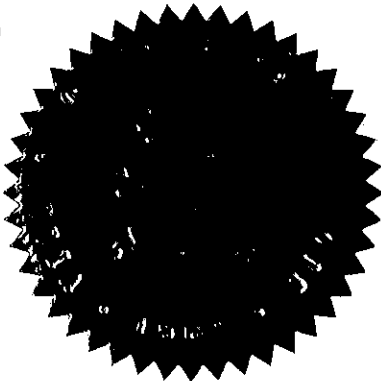
I do further certify that a quorum of said Village Board was present at said meeting, and that all requirements of the Illinois Open Meetings Act were complied with in regard to said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2001.



Suzan Kramer, Village Clerk

(SEAL)



RESOLUTION NO. _____

**A RESOLUTION OF _____ AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF THE FIREARMS TRAINING FACILITY OF THE
VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Lombard, DuPage County, Illinois maintains a facility in the basement of the building housing its police department located at 235 East Wilson, Lombard, Illinois, for in-service training in the use of firearms (the "Facility"); and

WHEREAS, the Village is willing to allow other municipal corporations to use its Facility for the training of their employees that are mandated to participate in independent in-service firearms training if said municipal corporation executes an Intergovernmental Agreement releasing the Village of Lombard from any liability in connection therewith; and

WHEREAS, _____, _____ County, Illinois desires to avail itself of the use of the Facility for independent in-service firearms training for certain of its employees.

NOW THEREFORE, Be It Resolved by the (President) (Mayor) and the (Board of Trustees) (_____ Council) of the (Village) (City) of _____, _____ County, Illinois, as follows:

Section 1: That the Intergovernmental Agreement attached hereto as Exhibit "A" and made a part hereof (the "Agreement") is approved and the (President) (Mayor) and the (Village) (City) Clerk of the (Village) (City) are hereby authorized and directed to execute said Agreement on behalf of the (Village) (City).

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this _____ day of _____, 200__ by a roll call vote as

follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the (President) (Mayor) of the (Village) (City) of
_____, _____ County, Illinois this _____ day of
_____, 200__.

(President) (Mayor) of the (Village)
(City) of _____

ATTEST:

Clerk of the (Village) (City) of

STATE OF ILLINOIS)
)
COUNTY OF _____)

CLERK'S CERTIFICATE

I, the undersigned, the duly qualified and acting Clerk of the (Village) (City) of _____, _____ County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of Resolution No. _____ being a Resolution entitled:

"A RESOLUTION OF _____ AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE USE OF THE FIREARMS TRAINING FACILITY OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS"

which Resolution was duly adopted at a regular meeting of the said (Village) (City) (Board) (Council) held on the ____ day of _____, 2001.

I do further certify that a quorum of said (Village) (City) (Board) (Council) was present at said meeting, and that all requirements of the Illinois Open Meetings Act were complied with in regard to said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2001.

Clerk of the (Village) (City) of

(SEAL)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND _____
FOR THE USE OF THE VILLAGE OF LOMBARD'S
_____ FIREARMS TRAINING FACILITY**

This Agreement made on this ____ day of _____, 2001, by the Village of Lombard (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Municipality") (hereinafter the Village and the Municipality cumulatively referred to as the "Parties").

WHEREAS, the Municipality, a municipal corporation and political subdivision of the State of Illinois, mandates in-service independent firearms training (hereinafter referred to as the "Training") for certain of its employees (hereinafter referred to as the "Employees"); and

WHEREAS, the Village maintains a facility in the basement of the building housing its Police Department, located at 235 East Wilson, Lombard, Illinois at which firearms training can be conducted (hereinafter referred to as the "Facility"); and

WHEREAS, the Village is willing to allow the Municipality's Employees to use the Facility to participate in the Training if the Municipality agrees to accept full and complete liability for any injury to property or persons that may arise from such use.

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Municipality and the Village agree as follows:

Section 1: The Village grants to the Municipality a license to use the Facility so that the Municipality's Employees can participate in the Municipality's Training at such times and occasions when such use will not interfere with the Village's use of the Facility, such times to be determined by the Village's Chief of Police or his designee.

Section 2: The Municipality agrees to discharge the Village from any liability for, and

to indemnify and hold harmless the Village, its officers, agents and employees, acting officially or otherwise, from, any and all claims, demands, causes of action whatsoever arising from personal injury, death, loss of, or damage to, property, constitutional deprivation, or any other action redressable under the common law, the constitution of the United States and/or the State of Illinois, statutes of the State of Illinois, and statutes of the United States of America, arising from the participation of any or all or its Employees in its Training Program or the presence of any or all of its Employees at the Facility or from any liability attendant thereto. The Municipality agrees that the Village may have attorneys of its own choice prepare and conduct its defense and that the Municipality will pay all costs of defense of the Village in any such action, including fees for the attorneys of the Village's choice.

Section 3: Execution of this Agreement by the undersigned has been duly authorized by action of the Village's and the Municipality's governing bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ date of _____, 2001.

THE EFFECTIVE DATE of this Agreement is _____, 2001

VILLAGE OF LOMBARD

MUNICIPALITY

By: _____
Karl Van Dillenkoffer
Chief of Police, Village of Lombard

By: _____
Title: _____

ATTEST:

By: _____

Title: _____

RESOLUTION NO. _____

**A RESOLUTION OF _____ AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF THE FIREARMS TRAINING FACILITY OF THE
VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Lombard, DuPage County, Illinois maintains a facility in the basement of the building housing its police department located at 235 East Wilson, Lombard, Illinois, for in-service training in the use of firearms (the "Facility"); and

WHEREAS, the Village is willing to allow other municipal corporations to use its Facility for the training of their employees that are mandated to participate in independent in-service firearms training if said municipal corporation executes an Intergovernmental Agreement releasing the Village of Lombard from any liability in connection therewith; and

WHEREAS, _____, _____ County, Illinois desires to avail itself of the use of the Facility for independent in-service firearms training for certain of its employees.

NOW THEREFORE, Be It Resolved by the (President) (Mayor) and the (Board of Trustees) (_____ Council) of the (Village) (City) of _____, _____ County, Illinois, as follows:

Section 1: That the Intergovernmental Agreement attached hereto as Exhibit "A" and made a part hereof (the "Agreement") is approved and the (President) (Mayor) and the (Village) (City) Clerk of the (Village) (City) are hereby authorized and directed to execute said Agreement on behalf of the (Village) (City).

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this _____ day of _____, 200__ by a roll call vote as

follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the (President) (Mayor) of the (Village) (City) of
_____, _____ County, Illinois this _____ day of
_____, 200__.

(President) (Mayor) of the (Village)
(City) of _____

ATTEST:

Clerk of the (Village) (City) of

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND _____
FOR THE USE OF THE VILLAGE OF LOMBARD'S
_____ FIREARMS TRAINING FACILITY**

This Agreement made on this ____ day of _____, 2001, by the Village of Lombard (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Municipality") (hereinafter the Village and the Municipality cumulatively referred to as the "Parties").

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Section 2: The Municipality agrees to discharge the Village from any liability for, and

to indemnify and hold harmless the Village, its officers, agents and employees, acting officially or otherwise, from, any and all claims, demands, causes of action whatsoever arising from personal injury, death, loss of, or damage to, property, constitutional deprivation, or any other action redressable under the common law, the constitution of the United States and/or the State of Illinois, statutes of the State of Illinois, and statutes of the United States of America, arising from the participation of any or all or its Employees in its Training Program or the presence of any or all of its Employees at the Facility or from any liability attendant thereto. The Municipality agrees that the Village may have attorneys of its own choice prepare and conduct its defense and that the Municipality will pay all costs of defense of the Village in any such action, including fees for the attorneys of the Village's choice.

Section 3: Execution of this Agreement by the undersigned has been duly authorized by action of the Village's and the Municipality's governing bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ date of _____, 2001.

THE EFFECTIVE DATE of this Agreement is _____, 2001

VILLAGE OF LOMBARD

MUNICIPALITY

By: _____
Karl Van Dillenkoffer
Chief of Police, Village of Lombard

By: _____
Title: _____

ATTEST:

By: _____

Title: _____

