

VILLAGE OF WARRENSBURG, ILLINOIS

ORDINANCE NO. 780

**AN ORDINANCE APPROVING AN AGREEMENT
FOR USE OF VILLAGE OF WARRENSBURG RANGE
WITH KEVIN MANTE d/b/a APPLIED COMBATIVE SOLUTIONS**

**ADOPTED BY
THE BOARD OF TRUSTEES OF
THE VILLAGE OF WARRENSBURG
THIS 21st DAY OF NOVEMBER, 2022**

Published in pamphlet form by authority of
the Board of Trustees of
the Village of Warrensburg, Macon County, Illinois,
this 21st day of November, 2022

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FOR USE OF VILLAGE OF WARRENSBURG RANGE
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WHEREAS, the Village of Warrensburg owns a shooting range; and

WHEREAS, the opportunity has risen to continue an agreement with a properly trained individual to contract for the use of the shooting range; and

WHEREAS, continued use of the shooting range will provide priority to Village of Warrensburg residents and eliminate certain fees to the residents, while generating income for the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE PRESIDENT AND THE TRUSTEES OF THE VILLAGE OF WARRENSBURG, ILLINOIS:

Section 1:

THAT the attached Agreement with Kevin Mante d/b/a Applied Combative Solutions, be and is hereby approved.

Section 2:

THAT the President of the Board of Trustees, or his designee, is authorized and approved to sign the Agreement.

Section 3:

THAT the Village Administrative Clerk of the Village of Warrensburg shall certify to the adoption of this Ordinance and shall cause it to be published in pamphlet form and this Ordinance shall be in full force and effect on November 21, 2022, after such publication, in the manner, form and time as provided by the laws of the State of Illinois.

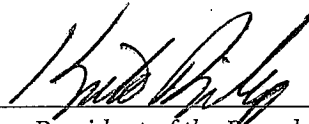
TRUSTEES:

Douglas Fisher	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Shaquill Freeman	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Leland Hackl	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>	Abstain - <u> </u>
Kerry Hood	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Brian Netherton	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
John Oakley	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Kirk Riley	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>

PRESENTED, PASSED and APPROVED this 21st day of November, 2022.

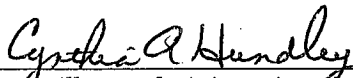
RECORDED THIS 21st day of November, 2022

Approved:



President of the Board of Trustees of the
Village of Warrensburg, Illinois

ATTEST:



Village Administrative Clerk of the
Village of Warrensburg, Illinois

**PRIVATE ACCESS
LAND USE AGREEMENT**

This access permit is entered into by and between: **The Village of Warrensburg, Illinois** hereinafter referred to as "Owner", and: **Kevin P. Mante, (Applied Combative Solutions, LLC)** hereinafter referred to as "Permittee", for the sole purpose of obtaining access to said property for the purposes of firearms range usage.

Physical location of said property: **Village of Warrensburg Range, 1900 W. North St., Warrensburg, IL 62573**

This permit shall be in effect for the period of one calendar year, commencing the **1st** day of **January, 2023** , and ending the **31st** day of **December, 2023**.

The Permittee shall be granted access to the above property without charge for use. This access permit may be extended on the same terms and conditions upon mutual agreement of the Owner and Permittee.

It is understood by the Owner and Permittee that this permit is subject to the following conditions:

- 1) The property will only be used for scheduled civilian and law enforcement firearms training by the Permittee.
- 2) Reasonable notice of scheduled training shall be given to the Owner by the Permittee for approval prior to any training being conducted.
- 3) All waivers of liability shall be completed by all persons attending training on the property and these waivers shall also be in place to include the Owner of the property.
- 4) No modifications to the property shall be made by the Permittee without written consent being given by the Owner.
- 5) All regular maintenance to the property will be undertaken by the Owner and/or designee.

- 6) At all times during the term of this agreement the Permittee shall purchase and maintain the following insurance coverage: Bodily Injury and Property Damage Liability Each Occurrence Limit - \$1,000.000; Professional Liability Each Occurrence Limit - \$1,000.000; General Aggregate Limit - \$2,000.000; Products-Completed Operations Aggregate Limit - \$2,000.000; Personal and Advertising Injury Limit - \$1,000.000 any one person or organization; Fire Damage Limit - \$100,000; and Medical Payments \$5,000 any one person.
- 7) Owner shall be named as additional insured for any claims, demands, or suits arising out of the training by the Permittee. Any insurance by the Permittee shall be primary without the right of contribution or offset by any policy of insurance or program of self-insurance maintained by Owner.
- 8) Permittee shall furnish to Owner prior to Permittees entry on the property a Certificate of Insurance evidencing the coverages specified in 6) and 7) above.
- 9) This permit is non-transferable.
- 10) The Permittee shall maintain the area under this permit in a safe and environmentally sound condition at all times.
- 11) All waste materials and other debris resulting from the permitted land use shall be disposed of by the Permittee as directed by the Owner.
- 12) Persons attending training classes on the property shall be charged a user fee of **\$20.00 per person, per day (8 hours)** by the Permittee and these funds shall be transferred to the Owner after each class is completed. Residents of the Village of Warrensburg, IL shall be exempt from this user fee.
- 13) Should the general intended use for which this permit was granted be changed or altered, this permit shall be automatically null and void by action of the Owner. The intended use is: Firearms Training.
- 14) This permit can be voided at any time by either the Owner or Permittee during the above established time period without legal consequence.

The Permittee and Owner agree to all listed conditions set forth in this permit for the specified time periods listed within.

Permittee

Date

Property Owner (Designee)

Date



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2875722

DATE (MM/DD/YYYY)

05/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	CONTACT NAME: PHONE (A/C, No, Ext): 844-401-9444 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Kevin Mante dba Applied Combative Solutions, LLC 16 OAK PT NEOGA, IL 62447-2209	INSURER(S) AFFORDING COVERAGE INSURER A: Harco National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26433

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability	X		LOI-GL-1000605-01	07/03/2022	07/03/2023	EACH OCCURRENCE	\$ 1000000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500000	
							MED EXP (Any one person)	\$ 5000	
							PERSONAL & ADV INJURY	\$ 1000000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2000000	
							PRODUCTS - COMP/OP AGG	\$ 2000000	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT		\$
							E.L. DISEASE - EA EMPLOYEE		\$
							E.L. DISEASE - POLICY LIMIT		\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Outdoor Instructors Professional Liability:
Per Occurrence Limit: \$1000000. Limit is a Shared Limit between the Named Insured and all Designated Outdoor Instructors as scheduled on policy
Subject to General Aggregate Limit

Range

CERTIFICATE HOLDER**CANCELLATION**

Village of Warrensburg
1900 W. North St.
Warrensburg, IL 62573

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF ILLINOIS)
) ss
COUNTY OF MACON

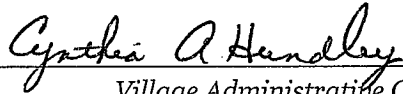
CERTIFICATE

I, CYNTHIA A. HUNDLEY, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on the 21st day of November, 2022, the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 780, entitled "An Ordinance Approving An Agreement for Use of Village of Warrensburg Range With Kevin Mante d/b/a Applied Combative Solutions", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 780, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Warrensburg Public Library, and Warrensburg Post Office, commencing November 22, 2022, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Administrative Clerk.

DATED at Warrensburg, Illinois this 22nd day of November, 2022.



*Village Administrative Clerk of the
Village of Warrensburg, Illinois*