

CITY OF NOKOMIS

ORDINANCE NO. 2030

**AN ORDINANCE ADOPTING AN
INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF COALTON**

**ADOPTED BY THE CITY COUNCIL
OF THE
CITY OF NOKOMIS**

THIS 11TH DAY OF JULY, 2016

FILED
JUL 27 2016
Sandy Leithner COUNTY CLERK

**Published in pamphlet form by authority of the City Council of the City of Nokomis,
Montgomery County, Illinois, this 11th day of July, 2016.**

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ORDINANCE NO. 2030

**ORDINANCE ADOPTING INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF COALTON**

WHEREAS, it is desirable that the City of Nokomis police perform police service for the Village of Coalton.

WHEREAS, the City of Nokomis is willing to provide such policing and does desire to enter into an Intergovernmental Agreement (see attached agreement);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS, that the City of Nokomis shall enter into an Intergovernmental Agreement with the Village of Coalton for the policing of the Village of Coalton by the City of Nokomis Police Department, and the Mayor and Clerk are hereby authorized to enter into said agreement and to sign all necessary documents. Please see attached agreement between the City of Nokomis, Illinois and the Village of Coalton, Illinois Relative to Police Protection.

Passed by the City Council and signed by the Mayor of the City of Nokomis, Illinois this 11th day of July, 2016.



Terry Hill, Mayor

AYES: Commissioners Voyles, Brookshire, Lehnen, and Mayor Hill
NAYS: None
ABSENT: Commissioner Voils

(CORPORATE SEAL)

ATTEST:



Angela Keagy, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF MONTGOMERY) SS

CERTIFICATION

I, Angela Keagy, certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois.

I further certify that on July 11, 2016, the City Council of such municipality passed and approved Ordinance No. 2030, entitled AN ORDINANCE ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF COALTON, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2030 including the Ordinance and a cover sheet thereof, was prepared and posted in the Municipal Complex commencing on July 12, 2016 and continuing for a least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request to the City Clerk.

DATED at Nokomis, Illinois, this 11th day of July, 2016.

(SEAL)



ANGELA KEAGY, CITY CLERK

**AN AGREEMENT BETWEEN
THE CITY OF NOKOMIS, ILLINOIS AND THE VILLAGE OF COALTON, ILLINOIS RELATIVE TO
POLICE PROTECTION**

THIS AGREEMENT made and entered into this 11th day of July, 2016 by and between the City of Nokomis, a Municipal Corporation, hereinafter referred to as Nokomis, and the Village of Coalton, a Municipal Corporation, hereinafter referred to as Coalton. WITNESSETH:

WHEREAS, Nokomis does maintain and provide full time police protection through a City Police Department; and

WHEREAS, Coalton is in need of continued police protection and is willing

WHEREAS, it is the opinion and resolve of the Board of Trustees of Coalton, and the City Council of Nokomis that Nokomis can furnish protection to Coalton more efficiently and more economically than Coalton could furnish itself at the present time;

NOW THEREFORE, it is agreed by and between the City of Nokomis and Village of Coalton as followed:

1. Nokomis shall direct its Chief of Police and all members of its Police Department to regularly patrol throughout the Village limits of Coalton, and they shall further direct said Chief of Police and members of the Police Department to enforce all State laws within said Village.
2. Nokomis shall direct its Chief of Police and members of its Police Department to enforce the ordinances of the Village of Coalton within said Village. If the Police Department makes an arrest or issues a citation for a violation of a Coalton ordinance, Coalton shall be responsible to prosecute the same through its own attorney/s.
3. Police services provided by Nokomis to Coalton shall include calls concerning animals.
4. The Chief of Police of Nokomis and the members of the department shall provide regular traffic speed checks within the Village limits of Coalton, and Coalton may request specific enforcement activities at a time and in such a manner as shall be deemed advisable by the Board of Trustees of Coalton.
5. The Officers of the Nokomis Police Department shall respond to any and all calls that may be required by Coalton.
6. The Nokomis Police Department Officers shall comply with rules and regulations set forth by the Nokomis Police Department. Coalton may make reasonable rules and regulations concerning the conduct and authority of the officers of the Nokomis Police Department with the advisement of the Coalton Board of Trustees meeting with the City of Nokomis Mayor and Chief of Police in order to approve and adopt any such rules and regulations concerning the conduct of the police officers and their duties within the Village of Coalton.

7. All fines and forfeitures for offenses within the Village of Coalton, shall go to the City of Nokomis.
8. Nokomis Police Department shall provide to Coalton, on a regular basis, an accounting of all statute and ordinance violations occurring and charged within the Village of Coalton. Further, the Chief of Police shall report to the Village of Coalton monthly, the police activity in the Village of Coalton during the preceding month.
9. All expenses and fees incurred in connection with the operation of the Nokomis Police Department and all fees, charges and expenses for insurance and bonds incidental to this agreement shall be paid by Nokomis.
10. Nokomis shall assume all liability for the operation of said Police Department and the actions of its employees and hereby agrees to defend and hold Coalton harmless from any and all actions or claims whatsoever arising out of the operation of said Police department or actions of its employees, and shall further provide to Coalton proof of public liability insurance in effect during the term of this Agreement.
11. The City of Nokomis and the Village of Coalton shall meet on an as needed basis, but not less than one (1) time per year during the period of this Agreement, to discuss matters relevant to this Agreement. Either party may schedule said meeting at its option, by giving reasonable notice of date, time and place of said meeting to the other party.
12. This Agreement shall remain in full force and effect for a period of one (1) year from the date first entered.
13. Either participating party may withdraw from this Agreement at any time, at its option, by ordinance of its City Council or Village Board of Trustees upon 30 days' notice to the other party and such withdrawal shall be legally effective upon service of a copy of such ordinance upon the clerk of the party which has not so withdrawn.
14. Each party agrees to pass any resolution or ordinance necessary for this Agreement to be valid.

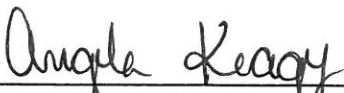
Dated at Nokomis, Illinois, this 11th Day of July, 2016.



Terry Hill, Mayor, City of Nokomis



Rick Cearlock, President, Village of Coalton



Angela Keagy, City Clerk, City of Nokomis



Kay Cook, Village Clerk, Village of Coalton