

## RESOLUTION NO. 18-05

### River Walk 5K Fun Run Walk

WHEREAS, the City of Newton, Illinois is sponsoring a River Walk 5K Fun Run Walk in the City of Newton which event constitutes a public purpose;

WHEREAS, this River Walk 5K Fun Run Walk will require the temporary west shoulder closure of Illinois Route 130 & 33, a State Highway from Township 1030<sup>th</sup> to the entrance of Peterson Park.

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton that permission to close off the west shoulder of Illinois Route 130 & 33, a State Highway from Township 1030<sup>th</sup> to the entrance of Peterson Park, as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 7:00 AM and 11:00 AM on May 19, 2018.

BE IT FURTHER RESOLVED that this closure is for the public purpose of River Walk 5K Fun Run Walk.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)

The detour route shall be as follows: No detour route- River Walk 5K Fun Run Walk will not use the highway as fun run walk route but the shoulder will be used and have cones and barricades.

BE IT FURTHER RESOLVED, that the City of Newton, Illinois assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, the police officers or authorized flaggers shall at the expense of the City of Newton be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Newton prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc. shall be used by the City of Newton as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Newton, Illinois.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Newton shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Newton regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Newton shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

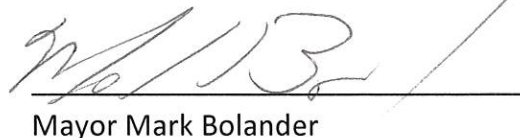
ADOPTED by the City Council of the City of Newton, Illinois this 9<sup>th</sup> day of April, A.D. 2018.



Rosetta M. York, City Clerk

APPROVED by the City Council of the City of Newton, Illinois, this 9<sup>th</sup> day of April, 2018.

(A consensus was given by Council April 5, 2018. Formal approval by Council will be April 17, 2018.)



Mayor Mark Bolander

ATTEST:   
City Clerk, Rosetta M. York

# CERTIFICATE OF COVERAGE

M

9429

ISSUE DATE (MM/DD/YY)

4/9/2018

## ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION

c/o Cannon Cochran Management Services, Inc.  
Towne Centre Building  
2 East Main Street  
Danville, IL 61832

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS BELOW.

### COVERAGE PROVIDED BY

Coverage Provider **A** **Illinois Municipal League Risk Management**  
Coverage Provider **B**  
Coverage Provider **C**  
Coverage Provider **D**  
Coverage Provider **E**

### COVERED MEMBER

City of Newton  
Attn: Melissa Brooks  
PO Box 165  
NEWTON IL 62448

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

PR LTR	TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	1217B0408	1/1/2018	1/1/2019	GENERAL AGGREGATE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGG.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> BROAD FORM CGL				FIRE DAMAGE (Any one fire)	
A	<b>AUTOMOBILE LIABILITY</b>	1217B0408	1/1/2018	1/1/2019	MED. EXPENSE (Any one person)	
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	
A	<b>EXCESS LIABILITY</b>	1217B0408	1/1/2018	1/1/2019		
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				EACH OCCURRENCE	7,000,000
					AGGREGATE	16,000,000
A	<b>WORKERS COMPENSATION</b>	1217B0408	1/1/2018	1/1/2019	STATUTORY LIMITS	X
A	<b>EMPLOYERS LIABILITY</b>	1217B0408	1/1/2018	1/1/2019	PER OCCURRENCE	3,000,000
	<b>PROP / IM / APD</b>	1217B0408	1/1/2018	1/1/2019	PER OCCURRENCE	250,000,000
						<b>Subject to \$500 deductible</b>

Other:

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

ILLINOIS DEPARTMENT OF TRANSPORTATION AND ITS OFFICIALS, EMPLOYEES, AND AGENTS, ADDITIONAL INSURED, ONLY AS RESPECTS USE OF PROPERTY OF THE WEST SHOULDER OF IL STATE ROUTES #130 & 33 ON MAY 19, 2018 FROM 7:00 AM TO 10:00 AM FOR THE RIVER WALK 5K FUN RUN WALK TRAFFIC WILL NOT STOP OR BE DETOURED.

### CERTIFICATE HOLDER

ILLINOIS DEPARTMENT OF TRANSPORTATION

### CANCELLATION

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

AUTHORIZED SIGNATURE

*Julia Reynolds*

**ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION**

**ENDORSEMENT #65  
GENERAL PURPOSE ENDORSEMENT  
ADDITIONAL COVERED PARTIES USE OF PREMISES BY MEMBER  
COVERAGE ENDORSEMENT**

Member: **CITY OF NEWTON**

Agreement No. **1217B0408**

Effective Date: **1/1/2018 – 1/1/2019**

Named Additional Protected Party or Entity: **ILLINOIS DEPARTMENT OF  
TRANSPORTATION AND ITS OFFICIALS, EMPLOYEES AND AGENTS**

Premises and Event: **USE OF PROPERTY OF THE WEST SHOULDER OF IL STATE  
ROUTES #130 & 33 ON MAY 19, 2018 FROM 7:00 AM TO 10:00 AM FOR THE  
RIVER WALK 5K FUN RUN WALK. TRAFFIC WILL NOT STOP OR BE DETOURED.**

Protection extends to the entity(ies), and its employees, and agents.

COVERAGE EXTENSION. The coverages afforded by forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder is subject to the following additional limitations:

A. The coverage provided to the additional protected entity applies only to “bodily injury”, “property damage”, and only for but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by:

1. The acts or omissions of the Member which the additional protected entity or persons would be held vicariously liable for; or
2. The acts or omissions of the additional protected entity or parties while acting on behalf of the member in conjunction with the rights and obligations referenced in the document titled **N/A**

The coverage provided to the additional insured(s) subject to all other terms, conditions, and exclusions of the IMLRMA Coverage Grant(s).

A. However, regardless of the provisions of paragraph A above:

1. We will not extend any insurance coverage to any additional protected person or organization:
  - a. That is not provided to the “Member” in the underlying Coverage Grants;

**b.** That is any broader coverage than you are required to provide to the additional protected person or organization in the written contract or written agreement; and

**2.** We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

**a.** The Limits of Insurance provided to you in the Coverage Grants; or

**b.** The Limits of Insurance you are required to provide in the written contract or written agreement.

All other provisions and conditions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.