

CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS

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RESOLUTION NO. 2021-44

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE  
CREATION AND MAINTENANCE OF A STORY WALK BETWEEN ALLERTON PUBLIC  
LIBRARY DISTRICT AND THE CITY OF MONTICELLO, ILLINOIS

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ADOPTED BY THE  
CITY COUNCIL  
CITY OF MONTICELLO  
THIS 26th DAY OF JULY, 2021

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**WHEREAS**, the City of Monticello (“City”) is an Illinois municipal corporation; and

**WHEREAS**, Allerton Public Library District (“Library”) desires to create a story walk along the Sangamon River Trail according to the terms of the agreement (“Agreement”), attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the City finds it to be in the best interests of the City and its residents to approve and authorize the execution of the Agreement substantially in the form of Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Monticello, Piatt County, Illinois, as follows:

**Section 1:** The above-stated recitals are incorporated herein by reference.

**Section 2:** The Agreement is hereby approved substantially in the form of Exhibit A.

**Section 3:** The City Administrator is authorized to take all necessary actions to effectuate the intention of this Resolution, including to sign and attest to the Agreement and any and all other necessary documents.

**Section 4:** This Resolution shall become effective immediately upon passage and approval in the manner provided by law.

Passed and Approved this 26<sup>TH</sup> day of July, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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Mayor Larry Stoner

ATTEST:

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Jill Potts, City Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT REGARDING THE CREATION AND  
MAINTENANCE OF A STORY WALK  
BETWEEN ALLERTON PUBLIC LIBRARY DISTRICT  
AND THE CITY OF MONTICELLO, ILLINOIS**

**(see attached)**

**INTERGOVERNMENTAL AGREEMENT REGARDING THE CREATION AND  
MAINTENANCE OF A STORY WALK  
BETWEEN ALLERTON PUBLIC LIBRARY DISTRICT  
AND THE CITY OF MONTICELLO, ILLINOIS**

This Intergovernmental Agreement (“*Agreement*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between Allerton Public Library District (“*Library*”), with offices at 4000 Green Apple Lane, Monticello, in the county of Piatt and the State of Illinois and the City of Monticello (“*City*”), with offices at 210 North Hamilton in the county of Piatt and State of Illinois.

**RECITALS**

**WHEREAS**, Library and City are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., as authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the Illinois Constitution and the Illinois Statutes encourage and provide for units of local government to cooperate and to enter into intergovernmental agreements in any manner not prohibited by law or ordinance, to their mutual benefit; and

**WHEREAS**, the Library owns large “storyboards” which are large signs depicting events from popular books composed of durable material designed for placement outdoors, including interior laminated pages (“*Signs*”); and

**WHEREAS**, Heartland Pathways, Inc. (“*Owner*”) owns the property commonly known as the Sangamon River Trail, located east of the Library’s offices; and

**WHEREAS**, the Owner granted the City a permanent easement, recorded with the Piatt County Recorder as Doc. No. 351800, to maintain a paved pathway and appurtenances thereto, for walking, hiking, bicycling, and any and all other non-motorized use by the general public on the property further depicted and described in *Exhibit 1* attached hereto and incorporated herein by reference (“*Property*”); and

**WHEREAS**, the City and Library have determined the placement of the Signs along the walking path on the Property would benefit Library patrons and residents of the City, and serve as a positive addition to community as a “Story Walk”; and

**WHEREAS**, the City and Library have determined that creating a Story Walk would be in the best interests of the community; and

**WHEREAS**, the sharing of responsibility to create a Story Walk by and between the parties would make the best use of the limited financial resources of each party and would be in the best interests of the community.

**NOW, THEREFORE, ALLERTON PUBLIC LIBRARY DISTRICT and CITY OF MONTICELLO**, in consideration of the foregoing recitals incorporated herein by reference, agree to install and maintain Signs on the Property for a Story Walk under the following terms and conditions:

1. The Library has provided the City with Signs at the Library's expense. Within a reasonable time after executing this agreement, the City will install the Signs on the Property at the City's expense and at such locations deemed appropriate by the City. The City will endeavor to install the Signs within 60 days of receipt from the Library. No more than 18 Signs will be installed on the Property at any time.

2. The Library is fully responsible for maintaining the exterior and interior of the Signs at the Library's expense, including the interior laminated book pages, to keep the Story Walk in a good and visually appealing condition. The Signs will remain Library property at all times and the City will have no liability to the Library for damage or loss of the Signs.

3. Upon 60 days written notice from the City that any Sign is damaged or in disrepair, the Library will provide a replacement Sign at the Library's expense or the City will be authorized to remove the Sign. The City will endeavor to install any replacement Signs within 60 days of receipt from the Library.

4. The City will maintain the Property in a good and visually appealing condition in the manner required by the terms of the City's easement.

5. The Library and the City shall be responsible for all their respective labor expenses, and the employees of the one party shall not be considered the employees of the other party.

6. The Library shall add the Signs and that portion of the Property on which the Signs are located to its scheduled of insurance and shall maintain at all times during the term of this Agreement, Commercial Liability Insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Participation in a self-insurance intergovernmental risk pool with equivalent forms of coverage shall be satisfactory. Said coverage shall be primary and any insurance or self-insurance maintained by the City shall not contribute to it. Coverage purchased or maintained in fulfillment hereof shall name the City as an additional insured thereunder and the Library shall provide Certificates of Insurance and Policy Endorsements evidencing the coverage and the addition of the City as an insured.

7. Each Party shall assume sole responsibility for insuring its own employees, as provided by state, federal law and/or local ordinance.

8. Each Party ("**Indemnifying Party**") shall indemnify and hold harmless the other Party, its directors, officers, agents, servants and employees ("**Indemnified Party**") from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs, to which Indemnified Party may become liable or subject to by reason of or arising out of the failure of Indemnifying

Party to perform its obligations hereunder. Under no circumstance will the indemnification obligation set forth herein extend to cover claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs arising from the Indemnified Party's own negligence or willful misconduct. The indemnities contained in this section survive the termination of this Agreement.

9. The term of this Agreement shall be for a period of one (1) year from the date of execution with automatic renewal for additional one (1) year terms, unless at least 30 days prior to the Agreement anniversary date, written termination notice is given by either of the parties. The Agreement may also be terminated by either party without or without cause upon 30 days written notice to the other party. If the Library fails to remove the Signs within five days of the expiration or termination of this Agreement, then the City shall have the right to remove and return the Signs to the Library. The City shall not be responsible for any loss or damage caused by the removal and returning of the Signs to the Library.

10. The parties must use the Property in compliance with all applicable:

- a. terms of the City's permanent easement on the Property; and
- b. City, county, state, and federal codes, statutes, ordinances, rules and regulations, as amended.

11. Notice may be given at the parties' addresses listed above.

THIS AGREEMENT will be governed by the laws of Illinois both as to interpretation and performance.

IN WITNESS WHEREOF, the parties set their hands and seals on the date written above.

ALLERTON PUBLIC LIBRARY DISTRICT

CITY OF MONTICELLO, ILLINOIS

By: \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Authorized Agent

# EXHIBIT 1

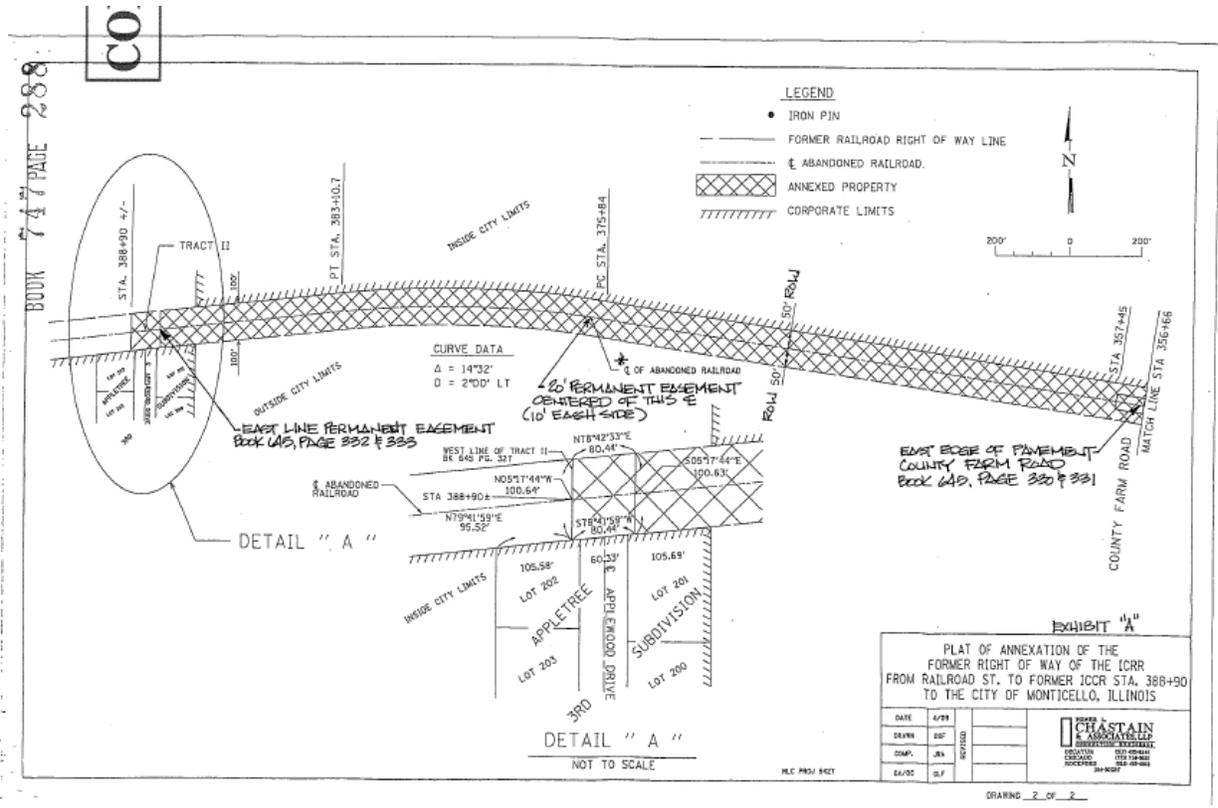
## Property Description and Depiction

### Legal Description



A part of Section 11 and Section 12, Township 18 North, Range 5 East of the Third Principal Meridian, situated in Piatt County, Illinois, being more particularly described as follows;

That part of the former Illinois Central Railroad right-of-way being twenty feet (20') of even and total width, ten feet (10') lying both left and right and located directly on the centerline, running in a roughly East to West direction along the centerline of said former Illinois Central Railroad right-of-way, beginning at the East edge of pavement of County Farm Road in the City of Monticello, Illinois as described within Exhibit "A" of the Permanent Easement as Document 332309 in Book 645 at Page 330 and 331 as recorded in the Piatt County Recorder's Office, Piatt County, Illinois and the centerline of said former Illinois Central Railroad right-of-way and extending westerly along said centerline to the intersection of the centerline of said former Illinois Central Railroad right-of-way and the East line of the Permanent Easement as described within Exhibit "B" as Document Number 332309 in Book 645 at Page 332 and 333 in the Piatt County Recorder's Office, Piatt County, Illinois.



Part of PINs: 05-00-54-000-060-00 and 05-12-18-005-052-02