

## **ROUTE 66 GRANT FY23**

### **ROUTE 66 COMMUNITY MONUMENTS AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND CITY OF CREST HILL**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this 19<sup>th</sup> day of June, 2023, by and between Heritage Corridor Convention and Visitors Bureau, an Illinois Not-For-Profit corporation (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF CREST HILL (an Illinois municipality) (hereinafter "CITY"), whose address is 20600 City Center Boulevard; Crest Hill, IL 60403.

#### **RECITALS**

WHEREAS, the CITY is a non-home rule municipality pursuant to the Illinois Constitution and the Illinois Municipal Code and located within the geographic boundaries of CVB; and

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area; and

WHEREAS, the State of Illinois has made grant funds available to CVB for the purpose of promoting tourism and celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes the fabrication and delivery of Route 66 Community Monuments along The First Hundred Miles of Route 66; and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of fabrication and delivery of the MONUMENTS and no federal funds will be used; and

WHEREAS, CVB will furnish a certain MONUMENT, described herein, to the CITY pursuant to the terms of this Agreement.

WHEREAS, as consideration for the fabrication and delivery of said MONUMENT, CITY agrees to make a one-time payment of three thousand dollars (\$3,000.00) to CVB to cover administrative costs for the fabrication, delivery and announcement of said MONUMENT. CITY'S payment of the one-time financial contribution called for herein shall be made to CVB on or before August 31, 2023.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CVB agrees to furnish to CITY one "Route 66 Community Monument" (hereinafter "MONUMENT") described as follows: Route 66 Shield Interactive Monument 72" tall by 14'8" wide and which is graphically depicted on the attached Exhibit 1, which is fully incorporated herein and made part of this Agreement.
2. On or before August 31, 2023, CVB will have said MONUMENT delivered to a location within the CITY's jurisdictional boundaries to be determined by the CITY.
3. City shall have the sole discretion as to the location and placement of the MONUMENT and shall have the right to change locations if a more suitable location becomes available, or in the sole discretion of the City, is more practicable.

4. In addition to providing the location within the CITY for the MONUMENT, the CITY will provide signage adjacent to the MONUMENT indicating the following information: "Project funded by Illinois DCEO's Route 66 Grant" and which will include the logos of Enjoy Illinois, CVB, and the CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the sole discretion of the City.
5. The CITY shall not be financially responsible for the ordering, fabrication/manufacture, or delivery of the MONUMENT.
6. The CITY agrees to provide a suitable existing concrete surface on which the MONUMENT shall be placed. In the event that the location does not have an existing concrete surface, CVB has recommended a concrete pad which is a minimum of four (4) feet in depth. CITY, in its discretion shall have the ability to determine the suitable thickness/depth to provide the necessary foundation for the MONUMENT.
7. MONUMENT at the time of delivery to the City shall be accepted by CVB. CVB makes no warranties of any kind either express, implied, or statutory related to the MONUMENT.
8. CVB will deliver MONUMENT to the location chosen by the CITY . Once delivered, the MONUMENT shall become the sole property and responsibility of the CITY. CVB shall have no ownership rights or maintenance responsibility of any kind for the MONUMENT after delivery. CITY shall display and maintain the MONUMENT from the time of the initial placement at a location of the CITY'S choosing through the completion of the Route 66 Centennial in 2026. Thereafter, the CITY shall have the sole right and ability to remove the MONUMENT and relocate, donate or otherwise dispose of the MONUMENT as the CITY deems appropriate.
9. CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death that is caused because of the condition of the MONUMENT itself, or because of the foundation or surface on which the MONUMENT is placed.
10. CVB shall not be liable for repair, replacement, or maintenance of the MONUMENT after delivery of the MONUMENT to the CITY.
11. CVB and the City agree that when the City decides on the location of the MONUMENT, or in the event of a temporary placement by the City, the Parties will work together to coordinate an event at which the placement of the MONUMENT will be announced to the public.
12. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sue and placement of MONUMENT.
13. The approximate cost for the procurement of the MONUMENT is a Route 66 grant eligible expense of less than \$12,000 for fabrication and delivery, the entire cost of which is paid with the Route 66 grant provided by the CVB.

***All contracts must be signed/executed by June 30, 2023 with payments completed by August 31, 2023.***

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

\_\_\_\_\_ DATE \_\_\_\_\_  
HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU  
BY ITS AUTHORIZED AGENT  
Robert Navarro, President & CEO

\_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF CREST HILL  
BY ITS AUTHORIZED AGENT  
Raymond Soliman, Mayor

\_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF CREST HILL  
Ronald Wiedeman, City Engineer