
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 23-06

**A RESOLUTION APPROVING THE SPECIAL NEEDS SENSORY PLAYGROUND
PHASE 3 ACQUISITION AND INSTALLATION AGREEMENT BY AND BETWEEN
THE VILLAGE OF COAL CITY AND HOPE HELPS**

DAVID SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on May 24, 2023

RESOLUTION NO. 23-06

**A RESOLUTION APPROVING THE SPECIAL NEEDS SENSORY PLAYGROUND
PHASE 3 ACQUISITION AND INSTALLATION AGREEMENT BY AND BETWEEN
THE VILLAGE OF COAL CITY AND HOPE HELPS**

WHEREAS, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Village is authorized by the Illinois Municipal Code to own, operate and equip public parks for public recreational use; and

WHEREAS, HOPE HELPS is an Illinois not-for-profit corporation headquartered in Grundy County, Illinois (“HH”); and

WHEREAS, the Village and HH are seeking to expand and complete a sensory playground within Lions Park and wish to work cooperatively to achieve such end; and

WHEREAS, the completion of the playground will continue the Village’s status as a destination for the families of special needs children in the region and complete the vision of HH to facilitate recreational and social opportunities for all; and

WHEREAS, the Village is grateful for the generosity and dedication of HH and is desirous of fostering an inclusive recreational environment for Village residents and physically and neurologically disabled children throughout the region; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals,

associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Parties have negotiated an agreement providing for the purchase and installation of equipment representing the final phase of the sensory playground within Lions Park;

WHEREAS, the Sensory Playground has and will continue to provide a much-needed public recreational area catering to the physical and recreational needs of the general public and the special needs of physically and neurologically disabled persons; and

WHEREAS, the Parties' cooperation in this project will enhance the use and enjoyment of the Park by the residents of the Village and visitors from throughout the region; and

WHEREAS, the Village President and Village Board of Trustees (the "Corporate Authorities") hereby find and determine that it is advisable and in the best interests of the Village and its residents enter into this Agreement and thereafter perform in accordance with the terms and conditions provided herein; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. APPROVAL OF AGREEMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver *the Special Needs Sensory Playground Phase 3 Acquisition and Installation Agreement by and Between the Village of Coal City and Hope Helps* in substantially the form attached hereto as **Exhibit A** (the "Agreement") and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be

reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS. This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this 24 day of May, 2023, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 6

NAYS: 0

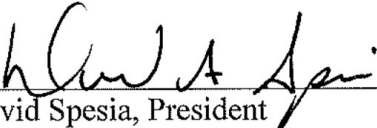
ABSENT: 0

ABSTAIN: 0

PRESENT: 6

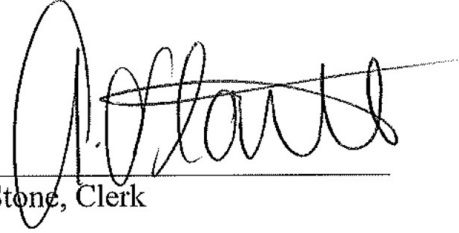
APPROVED this 24 day of May, 2023.

VILLAGE OF COAL CITY



David Spesia, President

Attest:



Alexis Stone, Clerk

EXHIBIT A

**SPECIAL NEEDS SENSORY PLAYGROUND PHASE 3 ACQUISITION AND
INSTALLATION AGREEMENT**

Appended on following pages

**SPECIAL NEEDS SENSORY PLAYGROUND PHASE 3 ACQUISITION AND
INSTALLATION AGREEMENT BY AND BETWEEN THE VILLAGE OF COAL CITY
AND HOPE HELPS**

THIS SPECIAL NEEDS SENSORY PLAYGROUND PHASE 3 DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 24 day of May, 2023 by and between THE VILLAGE OF COAL CITY, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois (the “Village”) and HOPE HELPS, an Illinois not-for-profit corporation headquartered in Grundy County, Illinois (HH). Collectively, the Village and HH shall be referred to herein as the “Parties”.

RECITALS

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized by the Illinois Municipal Code to own, operate and equip public parks for public recreational use; and

WHEREAS, the Village owns and manages the real estate commonly known as Lions Park (the “Park”) and certain improvements and recreational facilities located therein; and

WHEREAS, HH identified a lack of opportunities for special needs children and families in the area and the Village and HH have cooperated previously on the acquisition and installation of certain special needs sensory playground equipment, inclusive of slides, climbers, tunnels, sensory components, and other free-standing recreational equipment, pulverized rubber “floor,” and any and all associated equipment, structures, or other personal property comprising the facilities commonly known as “Hope Helps Special Needs Sensory Playground” located within the Park (collectively, the “Existing Playground Equipment”); and

WHEREAS, there the Parties are now mutually desirous of acquiring and installing certain additional playground equipment and appurtenances which is more fully described in Exhibit A (“New Equipment”) in an adjacent area of the Park owned, operated and managed by the Village, as depicted in the attached Exhibit B and made a part hereof (“Playground Expansion Area”); and

WHEREAS, HH and the Village are mutually desirous of continuing to work cooperatively to complete the final phase of the special needs sensory playground (“Sensory Playground”) by installing the New Equipment in the Playground Expansion Area for the use of the public in order to promote recreational and developmental activities for all Village residents and visitors, expressly inclusive of opportunities for physically and neurologically disabled children; and

WHEREAS, the Village will acquire the New Equipment with private funds donated by HH, prepare the Playground Expansion Area for installation by excavating such area and installing a stone base in accordance with specifications associated with the installation of the New Equipment, and thereafter own, operate and maintain the Sensory Playground for public use;

WHEREAS, HH desires to provide the private funding for the purchase of the New Equipment, and will donate volunteer labor and equipment to assist with the construction of the New Equipment in the Park in consideration of for the installation of the New Equipment within a public park and the Village's care and stewardship of the Sensory Playground in accordance with the terms and conditions set forth herein; and

WHEREAS, the Sensory Playground has and will continue to provide a much-needed public recreational area catering to the physical and recreational needs of the general public and the special needs of physically and neurologically disabled persons; and

WHEREAS, the Parties' cooperation in this project will enhance the use and enjoyment of the Park by the residents of the Village and visitors from throughout the region; and

WHEREAS, the Village President and Village Board of Trustees (the "Corporate Authorities") hereby find and determine that it is advisable and in the best interests of the Village and its residents enter into this Agreement and thereafter perform in accordance with the terms and conditions provided herein; and

WHEREAS, the Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village; and

WHEREAS, the Agreement has been submitted to the officers of HH for review and consideration and the undersigned officer(s) of HH have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon HH; and

WHEREAS, the Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **HH Deposit of Funds for New Equipment.** Prior to and as a condition precedent to the Village undertaking its obligations herein, HH shall deposit with the Village funds in the amount

of \$145,628 (the "**Purchase Deposit**"), which sum is equal to the cost of purchase and delivery price of the New Equipment. The Parties understand and agree that the Purchase Deposit will only be held by the Village for a short duration prior to the delivery and installation of the NuToys ("**Vendor**") New Equipment and subsequent payment to the Vendor in accordance with the terms of such purchase order. As such, the Parties acknowledge and agree that the Village may commingle the Purchase Deposit with its own funds or deposits, provided that in no event shall the Village use proceeds in the amount of the Purchase Deposit for any purpose other than the purchase of the New Equipment from Vendor. The Parties further agree that the Village shall have no obligation to HH for interest or earnings, if any, derived from the Purchase Deposit.

3. **Village Purchase of New Equipment from NuToys.** Promptly upon receipt of the Purchase Deposit, the Village shall execute a purchase order for the New Equipment from NuToys and undertake such other steps as may be necessary or convenient to acquire the New Equipment and arrange for its delivery to the Playground Expansion Area for installation or storage until subsequent installation.

4. **Recruiting of Volunteers.** The Parties mutually agree to exercise good-faith efforts to recruit volunteers to participate in the installation of the New Equipment on a "Community Build" day or days to be determined. The Parties shall refer said volunteers to the Village for coordination and execution of such releases and waivers as the Village may require as a condition precedent to accepting volunteer labor in connection with the installation of the New Equipment. Good-faith efforts may include but not be limited to advertising in local publications, securing permission to erect signage on public and private property, and publicizing the need for volunteers on the Parties' respective websites and social media outlets.

5. **Site Work.** The Village shall utilize Village employees or, at its discretion, contractors to excavate the site of the New Equipment and install, or cause to be installed a stone base in accordance with the specifications used for the previous phases of installation or such other specifications as may be required for the safe erection of the New Equipment ("**Site Work**") on the Playground Expansion Area prior to the Community Build.

6. **Insurance.** HH agrees to procure and maintain insurance coverage for each and any "Community Build Day" against claims for injuries to persons or damages to property, which may arise from or in connection with the volunteer participation in the construction and installation of the New Equipment on the premises. The cost of such insurance shall be borne by HH. Such coverage shall include comprehensive general liability coverage or a "TULIP" policy providing no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

7. **Signage.** In consideration of HH's payment of the Purchase Deposit to the Village, the Village will acknowledge in signage at near the Sensory Playground HH's role in the project.

8. **Use and Enjoyment.** Following installation, the Village shall allow the public to access and use the Sensory Playground for recreational purposes during hours that the Park is open for public use. Neither HH nor any member of the public has a property interest in the Sensory Playground or the Playground Expansion Area or any other Village property, including without

limitation the New Equipment. The Village shall have and retain all rights to the use and occupation of the Sensory Playground and the site thereof.

9. **Maintenance.** The Village agrees to maintain the Property for public recreational use at its sole expense and in its sole discretion, subject to budgetary constraints and in accordance with a schedule to be determined by the Village.

10. **Insurance.** The Village agrees to maintain insurance coverage for the Sensory Playground under its general insurance policies or self-insurance coverages protecting Village-owned recreational property.

11. **Mutual Assistance.** The Village and HH agree to cooperate with one another in upholding the intent and purposes of this Agreement.

12. **Disclaimer of Relationship.** Neither party to this Agreement shall be or become the agent of the other party for any purpose. This does not create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or HH. Nothing herein contained nor any act of the Village or HH shall be deemed or construed to give HH any property interest in or control over the Sensory Playground.

13. **General Provisions.**

- A. **Governing Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Grundy County, Illinois. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.
- B. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or HH.
- C. **No Personal Liability of Officials of the Village.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of the Corporate Authorities, any official, officer, partner, member, manager, director, agent, employee, or attorney of the Village, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance or non-performance of this Agreement, or any failure in connection therewith.

- D. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- E. **Entire Agreement.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the transaction contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement.
- F. **Captions.** The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- G. **Further Actions.** The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- H. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- I. **Exhibits.** Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
- K. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

L. **Copies.** A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

9. **Authority to Execute.**

A. The Village hereby warrants and represents to HH that it has full constitutional and lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions, and that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

B. HH hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken. Accordingly, this Agreement constitutes the legal, valid and binding obligation of HH, enforceable in accordance with its terms.

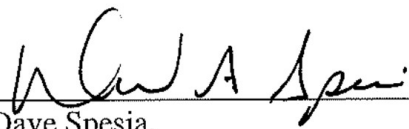
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Village and HH have caused this Agreement to be executed in their respective names and Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

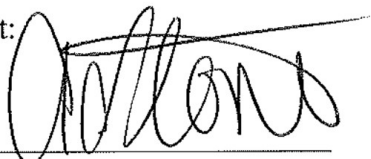
“VILLAGE”:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: 
Dave Spesia,
Village President


(SEAL)

Attest:


Alexis Stone,
Village Clerk

“HH”:

HOPE HELPS

By: 

Name: ROBERT KALUZNY

Title: Secretary / Treasurer

EXHIBIT A

HOPE HELPS SPECIAL NEEDS SENSORY PLAYGROUND

New Equipment

[inserted on following pages]



Box 7075
 Westchester, IL 60154
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

ORDER FORM/PROPOSAL

Please verify the Bill To and Ship To address information when ordering.

April 27, 2023

Page 1 of 2

BILL TO:
 Village of Coal City
 515 S. Broadway
 Coal City, IL 60416

SHIP TO:
 Lions Park
 460 S. Illinois St.
 Coal City, IL 60416

PROJECT NAME: Lions Park
CALL 24 HOURS PRIOR TO DELIVERY: Please provide
CUSTOMER PURCHASE ORDER #:

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
Poured-In-Place Area				
1	193176A	Boogie Board DB Only	\$	2,645
1	111404R	108"Steel Post DB 42" BURY		340
1	156435A	Hemisphere Climber DB Only ¹		14,905
1	164075B	Double Bobble Rider DB		2,520
1	295695A	ReviWheel Spinner DB Only		6,060
1	210117A	Oodle Swing Double DB Only1		13,790
			SUBTOTAL	\$ 40,260
Rhapsody Musical Instruments				
1	214438B	Rhapsody Animato Metallophone SM	\$	5,845
1	214443B	Rhapsody Goblet Drum SM		1,870
1	214442B	Rhapsody Grandioso Chimes SM		7,805
1	214445B	Rhapsody Kettle Drum SM		1,870
1	214444B	Rhapsody Kundu Drum SM		1,870
1	251573B	Rhapsody Vibra Chimes Full Set SM		10,465
1	214441B	Rhapsody Vivo Metallophone SM		6,000
			SUBTOTAL	\$ 35,725
			EQUIPMENT TOTAL	\$ 75,985
			6% CONTRACT DISCOUNT	(4,559)
			SHIPPING	5,528
			TOTAL	\$ 76,954

Above prices include shipping but not installation.

**Surface America
PlayBound Poured in Place**

Combination 1 3/4" thick (988 sq.ft.), 3 1/2" thick (342 sq.ft.), and 4" thick (738 sq.ft.)
(Thicknesses are subject to a nominal variation) system with top surface in
50% color/ 50% black speckled mix. Includes standard aromatic. Includes freight and installation.

3,068 sq.ft.	POURED-IN-PLACE	\$	68,674
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Notes:

- * 1 3/4" thick poured-in-place system meets 4' critical fall height.
- * 3 1/2" thick poured-in-place system meets 8' critical fall height.
- * 4" thick poured-in-place system meets 9' critical fall height.
- * Surface America quotes are based on thickness/critical fall height performances as tested by an accredited laboratory.
- * The above surfacing price includes shipping and installation but does not include any base construction or preparation.
- * Surface America poured-in-place system is IPEMA certified.
- * Final Confirmation of square footage and thickness to be verified and approved by customer.
- * Quote does not include security that is needed to protect the surfacing during curing time.
Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during intallation process, curing time, and after the installation is completed.
- * With Certain EPDM rubber colors, Surface America recommends aliphatic (non-yellowing) binder be considered, however this is an additional charge. Adding aliphatic binder will carry a 10-year warranty.
- * Surface America recommends the following colors be used as accent colors only:
Teal, Yellow, Purple and Primary Red. If one of the listed colors is selected for more than 25% of the top surface, additional charges may need to be added.
- * Union labor included.

PROJECT TOTAL	145,628.00
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Above prices are in effect for 45 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

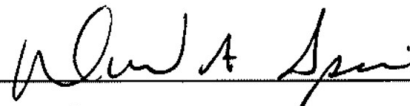
TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.	
 Signature	President Title
Dave Spesia Signature Printed	5/24/23 Date

EXHIBIT B

HOPE HELPS SPECIAL NEEDS SENSORY PLAYGROUND EXPANSION AREA

