
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2024-037**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, AUTHORIZING AND APPROVING
THE EXECUTION OF AN AGREEMENT BY AND BETWEEN
THE CITY AND FRESH COAST CAPITAL, LLC D/B/A
GREENPRINT PARTNERS RELATED TO FUNDING FOR THE
GREEN STORMWATER INFRASTRUCTURE PROJECT**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Aldermen

RESOLUTION NUMBER 2024- 037

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY,
ILLINOIS, AUTHORIZING AND APPROVING THE EXECUTION OF AN
AGREEMENT BY AND BETWEEN THE CITY AND FRESH COAST
CAPITAL, LLC D/B/A GREENPRINT PARTNERS RELATED TO
FUNDING FOR THE GREEN STORMWATER INFRASTRUCTURE
PROJECT**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City recognizes the importance of developing productive uses for underutilized property to ensure environmental, economic, and social benefits within our community; and

WHEREAS, the City and Fresh Coast Capital, LLC d/b/a Greenprint Partners, desire to enter into an agreement related to funding for the Green Stormwater Infrastructure Project, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals are found to be true and correct and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Agreement by and between the City of Blue Island, Cook County, Illinois and Fresh Coast Capital, LLC d/b/a Greenprint Partners, a copy of which is attached hereto as Exhibit A, is hereby approved substantially in the form presented to the Mayor and City Council, with such necessary changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the Mayor and City Council of any and all changes or revisions therein contained.

Section 3. The Mayor and Aldermen of the City of are hereby authorized and directed to executed and deliver the Agreement and any and all other documents necessary to implement the terms therein

Section 4. The officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

(Intentionally Left Blank)

ADOPTED this 8TH day of OCTOBER, 2024, pursuant to roll call as follows:

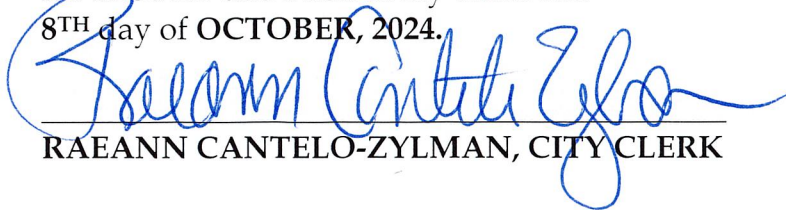
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on OCTOBER 8, 2024.



FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
8TH day of OCTOBER, 2024.



RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING AND APPROVING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY AND FRESH COAST CAPITAL, LLC D/B/A GREENPRINT PARTNERS RELATED TO FUNDING FOR THE GREEN STORMWATER INFRASTRUCTURE PROJECT.**

RESOLUTION NO. 2024-037 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **8TH of October, 2024**; that at said meeting **7** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **7** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **0** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **8TH** day of **October, 2024**.

CORPORATE SEAL

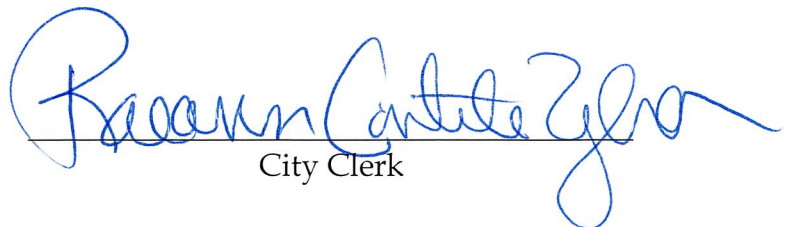

City Clerk



Exhibit A

Agreement

(see attached)

GREEN STORMWATER INFRASTRUCTURE FUNDING AGREEMENT

AGREEMENT

THIS GREEN STORMWATER INFRASTRUCTURE FUNDING AGREEMENT ("**Agreement**") is made as of October 8, 2024 (the "Commencement Date"), by and among the City of Blue Island ("**Project Owner**"), and Fresh Coast Capital, LLC d/b/a Greenprint Partners, a Delaware limited liability company, for itself and for Greenprint Partners Related Parties (as defined below) (together hereinafter "**Greenprint**"), whose address is 17 N. State Street, Suite 1400, Chicago, IL 60602.

Article I: RECITALS

A. **Greenprint** is a mission-driven company with a track record of partnership with cities and neighborhood organizations creating productive uses of underutilized property that provide environmental, economic and social benefits. Greenprint seeks to develop projects that individually and collectively advance:

- i. *Shared Prosperity* - improve economic outcomes for residents, neighborhoods, local business and local government
- ii. *Environmental Restoration and Resiliency* - create improvements in water, soil, air and habitat quality while helping communities manage stormwater
- iii. *Strengthened Community* - increase pride and engagement among community members

B. **Project Owner** is a City, incorporated under the laws of Illinois.

C. **Project Owner** will conduct a fair and open public bid process for the procurement of construction services for the Blue Island Green Alleys Project ("**Project**") (see Exhibit A). Gap funding is utilizing federal ARPA dollars and requires Davis-Bacon wages be paid.

D. **Project Owner** will enter into a construction contract to execute the **Project** with a construction services firm ("**Contractor**"). The **Contractor** will be the lowest responsive bid received.

E. **Greenprint** has entered into an agreement with the Center for Neighborhood Technology (CNT) to design and implement green infrastructure projects consistent with the RainReady Calumet Project funded by Cook County through a grant from the American Rescue Plan Act, 2021. **Greenprint**, in consultation with CNT and Cook County, has deemed the **Project** to meet the requirements for funding under the RainReady Calumet Project.

Article II: AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, mutual obligations of the parties hereto, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Recital Incorporation

The recitals set forth above are incorporated into and made a part of this Agreement.

Project Execution

- A. The design, construction and oversight of the **Project** shall be the sole responsibility of the **Project Owner**.
- B. **Project Owner** shall be responsible for ensuring payment of prevailing wage rates for the project and shall provide documentation of such at the request of **Greenprint**.

Payment

- A. **Greenprint** shall provide up to \$616,818.60 in funds for the construction of green stormwater related project elements for three green alleys: 123rd Street - Grunewald Street Alley; Artesian Street Alley; and Chicago Street - Hoyne Avenue Alley. Cost estimates for these alleys are included in Exhibit B. Eligible items are listed below:

TREE REMOVAL (6 TO 15 UN ITS DIAMETER)
TREE TRUNK PROTECTION
TREE ROOT PRUNING
EARTH EXCAVATION
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL
POROUS GRANULAR EMBANKMENT
AGGREGATE FOR TEMPORARY ACCESS
PORTLAND CEMENT CONCRETE PAVEMENT, 811
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH
PAVEMENT REMOVAL
SIDEWALK REMOVAL
CLASS D PATCHES, TYPE IV, 811
TRAFFIC CONTROL AND PROTECTION
SIGN PANEL- TYPE 1
TELESCOPING STEEL SIGN SUPPORT
METAL POST- TYPE A
WASHOUT BASIN
PRECONSTRUCTION VIDEO TAPING
GRAVEL REMOVAL
CONSTRUCTION LAYOUT
PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8"
PCC DRIVEWAY PAVEMENT, 8"

HMA DRIVEWAY REMOVAL AND REPLACEMENT
COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT
WASHED CA-7
PERMEABLE CONCRETE PAVERS
DETECTABLE WARNINGS FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL OBSERVATION
WELL
BRICK PAVER REMOVAL AND REINSTALL
TEN SAR TRIAX 130S GEOG RID

- B. **Project Owner** shall provide **Greenprint** with an itemized list of eligible work items that have been completed and approved by **Project Owner**. **Greenprint** shall make payment directly to the **Contractor** in the approved amount until the project cap of \$616,818.60 has been reached. Any additional cost above the \$616,818.60 cap for the items listed above remains the responsibility of the **Project Owner**.
- C. **Project Owner** is responsible for ensuring that all lien waivers are received from **Contractor**.

Indemnification.

Project Owner, CNT, Cook County, and **Greenprint**, their officers, agents, and employees (“indemnified parties”) shall indemnify, defend and hold each other harmless from and against all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

Term and Termination.

A. Term. This agreement shall commence as of the date specified on page one hereof and shall continue until payment has been made by **Greenprint** or until December 31, 2025, whichever occurs first. Project records, including but not limited to proof of payment of prevailing wages, waivers of lien and contractor pay requests, shall be maintained for 7 years after the completion of the Agreement and shall be made available to **Greenprint** at no cost upon request.

B. Termination. Either party may terminate this Agreement for material breach of duties. The party claiming a breach of duties shall notify the other party in writing of the breach of duties and allow for a 30 day cure period. If the breach of duties is not remedied within the cure period, the Agreement shall be terminated.

C. Failure to Fund. This agreement is funded by the American Rescue Plan Act, 2021 through Cook County. In the event Cook County fails to provide the funds for the project, the agreement shall terminate and **Greenprint** shall have no obligation to the **Project Owner**.

Dispute Resolution.

- A. This Agreement will be governed by the laws of Illinois and resort by the Parties to any Agreement between City of Blue Island and Greenprint Partners - Blue Island Green Alleys

litigation regarding this Agreement shall only be to courts of applicable jurisdiction and venue located within Illinois.

Miscellaneous.

A. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs and successors. This Agreement may not be sold, transferred, or assigned by either Party without the consent of the other, which shall not be unreasonably withheld. Merger, acquisition, sale or transfer of any equity or controlling interests in **Greenprint**, shall not be an assignment in violation of this provision.

B. This Agreement may be executed in two or more counterparts with the same effect as if all the signatures on the counterparts were on the same instrument, which counterparts may be delivered by telefax or by electronic mail as a portable digital format (.pdf) document either of which shall constitute an original signature for all purposes.

C. This Agreement may be modified, amended or canceled only by a writing signed by all of the Parties hereto.

D. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

E. This Agreement constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof.

F. Neither Party is the agent of the other and neither Party has authority to execute any agreement, document or application on behalf of the other. The Parties are not partners, joint venturers, or members of one another. No partnership, joint venture, or other agreement or arrangement exists between the Parties and this Agreement does not, and is not intended to, evidence an agreement to any of the foregoing.

G. No Third Parties Benefited. The provisions of this Agreement are not intended to, and do not, confer on any person or entity not a party to this Agreement the status of a third-party beneficiary with rights to enforce this Agreement.

H. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

I. Time is of the essence with respect to this Agreement. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the notice of performance or payment shall be the next following business day.

J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

GREENPRINT PARTNERS

By: _____
Name: Nicole Chavas
Title: President & Chief Operating Officer
Date: _____

CITY OF BLUE ISLAND

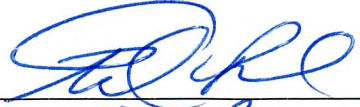
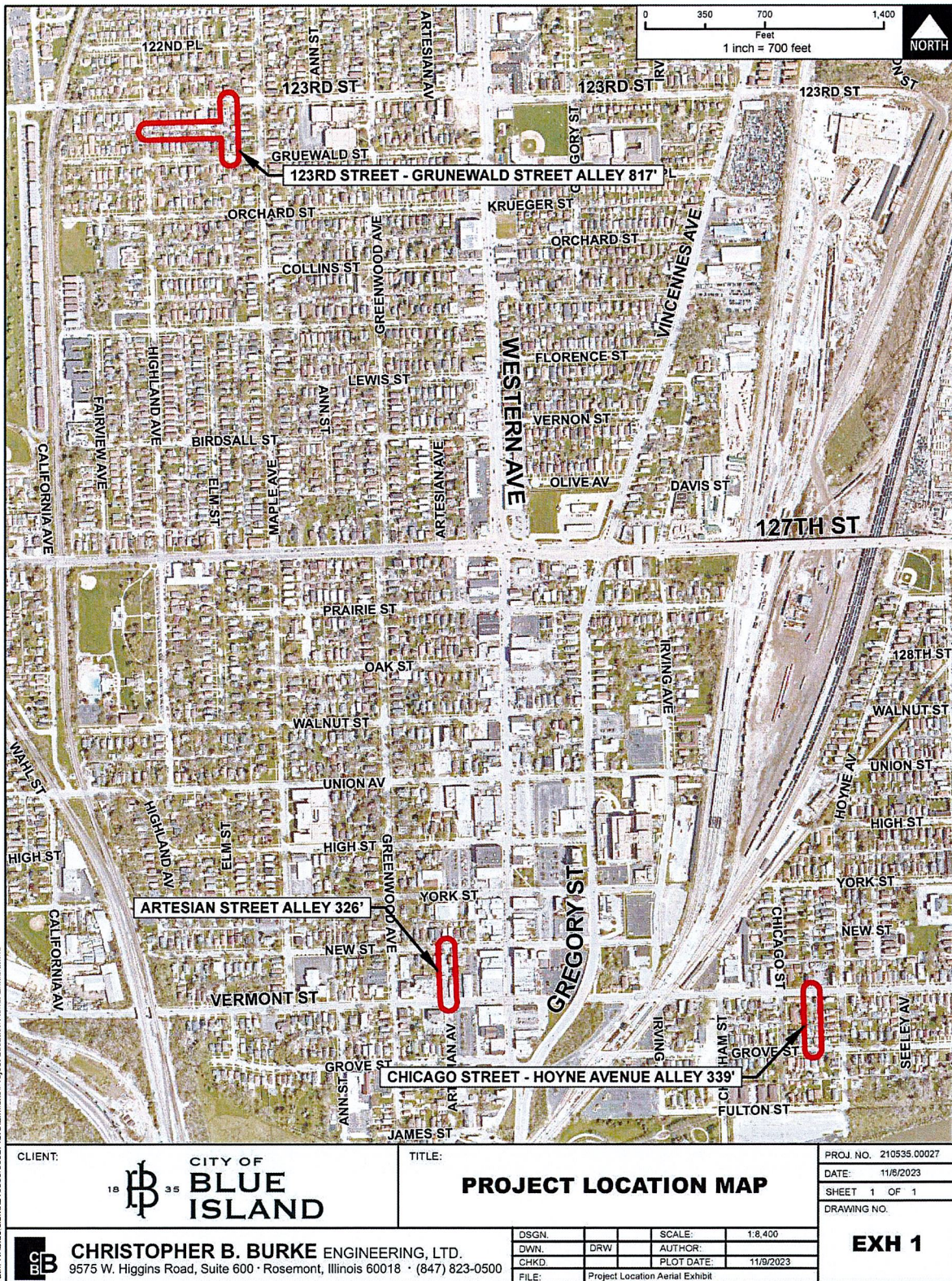
By: 
Name: FRED BELOTTI
Title: MAYOR
Date: 10/8/24

Exhibit A



Path: N:\blueisland\210535_00027\GIS\Exhibits\Project Location Aerial Exhibit.mxd

CLIENT:  CITY OF BLUE ISLAND

TITLE: **PROJECT LOCATION MAP**

PROJ. NO. 210535.00027
 DATE: 11/6/2023
 SHEET 1 OF 1
 DRAWING NO.

 **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.	DRW.	SCALE:	1:8,400
DWN.	DRW.	AUTHOR:	
CHKD.		PLOT DATE:	11/9/2023
FILE:	Project Location Aerial Exhibit		

EXH 1

Exhibit B

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

City of Blue Island
2024 Green Alley Cost Estimate
(CBEL Project No.)
Date: March, 2024

SP	ITEM NO.	DESCRIPTION	UNIT	UNIT COST	123RD ST/GRUENEWALD STREET			2024 GREEN ALLEYS			CHICAGO STREET/HOYNE AVE			TOTAL
					QUANTITY	COST	QUANTITY	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	
*	20200100	EARTH EXCAVATION	CY	\$ 50.00	1000	\$ 50,000.00	350	100	\$ 17,500.00	350	100	\$ 17,500.00	350	\$ 85,000.00
*	20203200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 50.00	150	\$ 7,500.00	100	100	\$ 5,000.00	100	100	\$ 5,000.00	350	\$ 17,500.00
*	20200420	POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	\$ 250.00	2	\$ 500.00	2	2	\$ 500.00	2	2	\$ 500.00	6	\$ 1,500.00
*	28000510	INLET FILTERS	EACH	\$ 110.00	370	\$ 40,700.00	150	155	\$ 16,500.00	155	155	\$ 17,050.00	675	\$ 74,250.00
*	42000900	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SY	\$ 35.00	75	\$ 2,625.00	75	75	\$ 2,625.00	75	75	\$ 2,625.00	225	\$ 7,875.00
*	42000980	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL	SF	\$ 15.00	75	\$ 1,125.00	75	75	\$ 1,125.00	75	75	\$ 1,125.00	225	\$ 3,375.00
*	44000400	OPEN TRENCH REMOVAL (SPECIAL)	LF	\$ 15.00	60	\$ 900.00	60	60	\$ 900.00	60	60	\$ 900.00	180	\$ 2,700.00
*	44201247	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	\$ 75.00	200	\$ 15,000.00	100	100	\$ 7,500.00	100	100	\$ 7,500.00	400	\$ 30,000.00
*	55000050	STORM SEWERS, CLASS B, TYPE 1, 12" (SEE NOTE 1 BELOW)	LF	\$ 100.00	500	\$ 50,000.00	450	1	\$ 4,000.00	450	1	\$ 4,000.00	1400	\$ 140,000.00
*	60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 4,000.00	1	\$ 4,000.00	1	1	\$ 2,000.00	1	1	\$ 2,000.00	3	\$ 6,000.00
*	60234200	INLETS, TYPE A, TYPE 1, FRAME, OPEN LID	EACH	\$ 2,000.00	1	\$ 2,000.00	1	1	\$ 6,000.00	1	1	\$ 6,000.00	3	\$ 18,000.00
*	60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 6,000.00	1	\$ 6,000.00	1	1	\$ 7,500.00	1	1	\$ 7,500.00	3	\$ 22,500.00
*	70101700	TRAFFIC CONTROL AND PROTECTION	L SUM	\$ 7,500.00	1	\$ 7,500.00	1	5	\$ 200.00	5	5	\$ 200.00	20	\$ 800.00
*	72000990	AGGREGATE FOR TEMPORARY ACCESS	TON	\$ 40.00	10	\$ 400.00	5	5	\$ 200.00	5	5	\$ 200.00	20	\$ 800.00
*	73033798	CONSTRUCTION LAYOUT	L SUM	\$ 4,000.00	1	\$ 4,000.00	1	1	\$ 4,000.00	1	1	\$ 4,000.00	3	\$ 12,000.00
*	73033799	CONSTRUCTION VIDEO TAPING	L SUM	\$ 750.00	1	\$ 750.00	1	1	\$ 750.00	1	1	\$ 750.00	3	\$ 2,250.00
*	74003668	RECONSTRUCTION VIDEO TAPING	L SUM	\$ 750.00	1	\$ 750.00	1	1	\$ 750.00	1	1	\$ 750.00	3	\$ 2,250.00
*	N/A	TRENCH BACKFILL (SPECIAL WASHED CA-2)	CV	\$ 50.00	250	\$ 12,500.00	200	200	\$ 10,000.00	200	200	\$ 10,000.00	650	\$ 32,500.00
*	N/A	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SY	\$ 50.00	10	\$ 500.00	10	10	\$ 500.00	10	10	\$ 500.00	30	\$ 1,500.00
*	N/A	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	\$ 50.00	100	\$ 5,000.00	100	100	\$ 5,000.00	100	100	\$ 5,000.00	300	\$ 15,000.00
*	N/A	DETECTABLE WARNING FOR PEDESTRIAN CROSSINGS, FURNISH AND INSTALL	EACH	\$ 250.00	2	\$ 500.00	2	2	\$ 500.00	2	2	\$ 500.00	6	\$ 1,500.00
*	N/A	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SY	\$ 45.00	100	\$ 4,500.00	100	100	\$ 4,500.00	100	100	\$ 4,500.00	300	\$ 13,500.00
*	N/A	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SY	\$ 70.00	300	\$ 21,000.00	300	300	\$ 21,000.00	300	300	\$ 21,000.00	900	\$ 63,000.00
*	N/A	EDGE SLOPE ADJUSTMENT	LF	\$ 8.00	215	\$ 1,720.00	280	280	\$ 2,240.00	280	280	\$ 2,240.00	775	\$ 6,200.00
*	N/A	OPEN TRENCH REMOVAL (SPECIAL) (SEE NOTE 1 BELOW)	FOOT	\$ 80.00	100	\$ 8,000.00	100	100	\$ 8,000.00	100	100	\$ 8,000.00	300	\$ 24,000.00
*	N/A	OPEN TRENCH REMOVAL (SPECIAL) (SEE NOTE 1 BELOW)	FOOT	\$ 30.00	300	\$ 9,000.00	300	300	\$ 9,000.00	300	300	\$ 9,000.00	900	\$ 27,000.00
*	N/A	BACKSLOPE PREVENTER	EACH	\$ 5,500.00	1	\$ 5,500.00	1	1	\$ 5,500.00	1	1	\$ 5,500.00	3	\$ 16,500.00
*	N/A	ITEMS APPROVED BY ENGINEER	DOLLAR	\$ 1.00	5000	\$ 5,000.00	5000	5000	\$ 5,000.00	5000	5000	\$ 5,000.00	15000	\$ 15,000.00
					\$	\$ 390,995.00	\$	\$	\$ 243,965.00	\$	\$	\$ 248,015.00	\$	\$ 882,975.00

Construction \$ 882,975.00
Design Engineering (Local) \$ 88,297.50
Const. Engineering (Local) \$ 88,297.50
Total Project Cost \$ 1,059,570.00