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IN REPLY REFER TO FILE NO.

June 27, 2016

Mr. Ronald T. Anderson
3134 N. 78th Court
Elmwood Park, Illinois 60707

EP-1

Re: Freedom of Information Act Request

Dear Mr. Anderson:

On June 20, 2016, the Village of Elmwood Park received your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

"Copy of 'A Resolution Approving a Letter of Agreement Between the Village of Elmwood Park and the Oak Park Cemetery Club.' Found in 'Board' meeting Agenda, November 19, 2012, Item #8 - Resolutions."

Enclosed please find the records responsive to your FOIA request. However, please be advised that certain information in the records responsive to your FOIA request has been determined to be exempt from disclosure under FOIA. Accordingly, such information has been redacted from the records being provided.

Section 7(1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain unique identifiers, including signatures, have been redacted from the records being provided.

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with

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Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Sincerely,

STORINO, RAMELLO & DURKIN
Attorneys for the Village of Elmwood Park


Erin C. Tinaglia

Enclosures

RESOLUTION NO. 446 -12

A RESOLUTION APPROVING A LETTER AGREEMENT BETWEEN
THE VILLAGE OF ELMWOOD PARK AND THE OAK PARK COUNTRY CLUB

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 19th DAY OF NOVEMBER, 2012

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 19th day of November, 2012

RESOLUTION NO. 446 -12

**A RESOLUTION APPROVING A LETTER AGREEMENT BETWEEN
THE VILLAGE OF ELMWOOD PARK AND THE OAK PARK COUNTRY CLUB**

WHEREAS, the Village of Elmwood Park ("Village") has previously commissioned an engineering study by Christopher B. Burke Engineering, Ltd. ("Stormwater Management Study"), which study recommended implementation of a stormwater management program to improve the management and transmission of adverse stormwater flooding within the Village.

WHEREAS, the Stormwater Management Study has identified that a portion of the Oak Park Country Club property ("OPCC Property") can be engineered and constructed to provide a stormwater facility, with stormwater transmission and capacity to serve the Village.

WHEREAS, the Village is desirous of having a portion of the OPCC Property engineered and constructed in order to serve the stormwater management needs of the Village, and OPCC has agreed to review and analyze the feasibility and impact of granting a stormwater management facility easement ("Stormwater Easement") on a portion of the OPCC Property.

WHEREAS, the OPCC has requested, and the Village and OPCC desire to enter into, a certain Letter Agreement whereby the Village agrees to reimburse OPCC for certain engineering, architectural consulting and legal costs incurred by OPCC in evaluating and analyzing the feasibility and impact of entering into a mutually agreeable stormwater management facility easement on a portion of the OPCC Property for a stormwater management facility.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, that certain Letter Agreement between the

Village of Elmwood Park and the Oak Park Country Club, a copy of which is attached hereto as Exhibit "A" ("Letter Agreement"), is hereby ratified and approved.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest said Letter Agreement.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Resolved this 19th day of November, 2012.

AYES: 6

NAYS: 0

ABSENT: 1



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

EXHIBIT "A"
LETTER AGREEMENT

LETTER AGREEMENT

THIS LETTER AGREEMENT (this "Agreement") is made and entered into as of the 19th day of November, 2012, by and between the VILLAGE OF ELMWOOD PARK, a home rule municipal corporation located in Cook County, Illinois (the "Village"), and OAK PARK COUNTRY CLUB, an Illinois not-for-profit corporation ("OPCC"). (The Village and OPCC are sometimes individually referred to as a "Party" and collectively referred to as the "Parties.")

RECITALS:

A. The Village currently suffers from occasional flooding that adversely impacts the citizens of the Village.

B. OPCC is the current owner of a certain golf course, commonly known as the Oak Park Country Club ("OPCC Property").

C. The Village has commissioned an engineering study by Christopher B. Burke Engineering, Ltd. ("Stormwater Management Study"), which study recommends implementation of a stormwater management program to improve the management and transmission of adverse stormwater flooding within the Village.

D. The Stormwater Management Study has identified that a portion of the OPCC Property can be engineered and constructed to provide a stormwater facility, with stormwater transmission and capacity to serve the Village.

E. The Village is desirous of having a portion of the OPCC Property engineered and constructed in order to serve the stormwater management needs of the Village and OPCC has agreed to review and analyze the feasibility and impact of granting a stormwater management facility easement ("Stormwater Easement") on a portion of the OPCC Property.

F. The Village, in order for OPCC to review and analyze the feasibility and impact of entering into a Stormwater Easement for a portion of the OPCC Property, has agreed to finance certain engineering, architectural consulting and legal costs incurred by OPCC in order to conduct its analysis of the impact and benefits of the proposed stormwater management system to OPCC.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1
RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

ARTICLE 2
MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, and adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

ARTICLE 3
REIMBURSEMENT OF COSTS OF THE OPCC

The OPCC has requested that the Village reimburse OPCC for certain engineering, architectural consulting and legal costs incurred by OPCC in evaluating and analyzing the feasibility and impact of entering into a mutually agreeable Stormwater Easement on a portion of the OPCC Property for a stormwater management facility. The Village has agreed to do so, PROVIDED that the documented reimbursement amounts for costs actually incurred by OPCC in furtherance of this Agreement are limited, as follows:

<u>Category</u>	<u>Not to Exceed Amount</u>
Engineering	\$10,000.00
Architectural consulting	\$20,000.00
Legal	\$25,000.00

ARTICLE 4
GENERAL PROVISIONS

4.1 Time is Essence Term. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters of this Agreement and acknowledge that the successful performance of this Agreement requires their continued cooperation. This Agreement shall be null and void in the event the Parties cannot negotiate a mutually satisfactory Stormwater Easement within 120 days of the date first written above. The term of this Agreement may be extended by mutual agreement of the Parties.

4.2 Amendment. This Agreement may be amended only by the mutual consent of the Parties, evidenced by a written amendment, and by the execution of such amendment by the Parties or their successors in interest.

4.3 Termination. Either Party may terminate this Agreement at any time, provided written notice to the other, at which time all obligations hereunder shall immediately cease.

4.4 Survival of Reimbursement Obligation. The obligation of the Village to reimburse OPCC for certain engineering, architectural consulting and legal costs incurred by OPCC in evaluating and analyzing the feasibility of entering into a mutually agreeable Stormwater Easement for a portion of the OPCC Property for a stormwater management facility survive the termination of this Agreement pursuant to Article 4.1 and/or 4.3.

4.5 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. This agreement is not intended to be, nor shall it be construed as, an agreement by OPCC to grant the Village the stormwater easement or any other any other right or access to the OPCC Property for any purpose.

4.6 Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

4.7 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (v) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an

overnight courier service; or (c) two (2) business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section 4.6. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

To OPCC: Robert F. Coleman, President
77 W. Wacker Drive, Suite 4800
Chicago, IL 60601
Fax No. (312) 444-1028

With a copy to: Oak Park Country Club
General Manager
2001 N. Thatcher Avenue
River Grove, IL 60171
Fax No. (708) 456-9380

To the Village: Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707
Attn: Village Manager
Fax No. (708) 452-3957

With a copy to: Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018
Fax No. (847) 318-9509

4.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF ELMWOOD PARK,
an Illinois municipal corporation

By: [REDACTED]

Attest: [REDACTED]

OAK PARK COUNTRY CLUB,
an Illinois not-for-profit corporation

By: [REDACTED]

Attest: [REDACTED]

