



BENSENVILLE
VILLAGE CLERK'S OFFICE

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Bensenville, IL 60106

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February 19, 2021

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Mr. Paul De Michele
17W275 Rodeck Lane
Bensenville, Illinois 60106

Re: February 14, 2021 FOIA Request

Dear Mr. De Michele:

I am pleased to help you with your February 14, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on February 15, 2021. You requested copies of the items indicated below:

"Pursuant to the Freedom of Information Act I request the following from the Feb. 9, 2021 agenda: VIII B1 - a copy of the letter of intent referenced. VIII B-3 Copy of ordinance and plat of survey to BFPD2. VIII E-1 Copy of the resolution with James J. Benes for \$49,423."

After a search of Village files, the following information was found responsive to your request:

- 1) Letter of Intent for Proposed Development at Main and Center Streets, Bensenville, Illinois. (5 pg.)
- 2) Village of Bensenville Ordinance Entitled *"An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing The Conveyance Of A Village Owned Parcel Of Real Property To The Bensenville Fire Protection District No. 2 And Approving A Plat of Subdivision"*. (5 pgs.)
- 3) Final Plat of Subdivision of Schoppe's Station Subdivision. (1 pg.)
- 4) Village of Bensenville Resolution Entitled *"Authorizing Execution Of An Engineering Services Agreement With James J. Benses and Associates For The 2021 CDBG Annual Residential Project In The Not-To Exceed Amount Of \$49,423.00"*. (2 pgs.)

These are all the records found responsive to your request.

Section 7(1)(b) of FOIA provided 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 complied without possibility of attribution to any person." 5ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: publicaccess@atg.state.il.us. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

May 11, 2020

Mr. Evan Summers
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

Re: Letter of Intent for Proposed Development at Main and Center Streets, Bensenville, Illinois

Dear Manager Summers:

This Letter of Intent (the “LOI”) sets out the key terms upon which Luigi Sardone, Victor Hernandez and LV Development, LLC (collectively the “Developer”) will purchase and develop the Parcel from the Village of Bensenville, Illinois (the “Village”). The Developer and Village shall also be referred to as the “Parties”.

The terms herein are not comprehensive and additional terms will be incorporated into a development agreement to be negotiated between the Parties, in accordance with the Tax Increment Allocation Redevelopment Act and other applicable requirements and procedures (the “Agreement”). The key terms are as follows:

Purchaser: Luigi Sardone, Victor Hernandez and LV Development, LLC

Seller: Village of Bensenville, Illinois

Property: Undeveloped or underdeveloped parcels of property located at the northwest corner of Main Street and North Center Street, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and the surface parking lot on the east side of North Center Street identified by permanent index numbers (PINs) 03-14-216-005 and 03-14-216-006 (collectively the “Parcel”).

Purpose: Provide Developer with a specific time period to perform due diligence, actively work toward site plan renderings, draft building details and demonstrate proof of financing for the Project on the Parcel during the Term of this LOI. Provide Village with opportunity to review Developer’s Project on the Parcel. To allow Parties to undertake good faith efforts to negotiate Agreement before the expiration of the Term of this LOI.

Project: A multi-story, mixed use commercial and residential structure containing ground floor retail which shall include a full service restaurant; approximately eighty (80) residential apartment/ condominium units on the Property but no more than a total of two hundred and twenty (220) residential apartment/ condominium units if adjacent parcels to the Property are acquired by the Developer for the Project (the “Unit Range”); a roof top bar with kitchen (bar food to be available) with views of O’Hare Airport and underground parking for occupants of each residential unit pursuant to Village Code parking requirements. Architectural renderings shall be submitted by Developer to Village at time of delivery of executed Letter of Intent.

Purchase Price: \$100,000.00 at the Closing paid in cash (the “Purchase Price”). The Developer shall deposit the Purchase Price in cash with the Village on the Effective Date of this LOI. No interest shall be provided by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Purchase Price within the first ninety (90) days of the Due Diligence Period. On the ninety-first (91st) day of the Due Diligence Period \$25,000.00 of the Purchase Price shall become non-refundable. The remainder of the Purchase Price, \$75,000.00, shall become non-refundable on the one-hundred and eightieth (180th) day of the Due Diligence Period.

Due Diligence Period: During the Term the Developer shall have one hundred and eighty (180) days starting on the Effective Date of this LOI (the “*Due Diligence Period*”) to conduct and complete its due diligence research, secure under contract adjacent parcels to expand the Project and support an increase in the number of units within the Unit Range, and such investigations to undertake the acquisition of the Parcel and development of the Project, including but not limited to environmental studies and soil testing; marketable and insurable title and surveys; zoning and preliminary building site plan submissions and approvals and proof of all marketing and financing for the Project. Developer shall submit proof of construction financing, a development pro forma and market study before the expiration of the Due Diligence Period.

Entitlement Period: At the expiration of the Due Diligence Period, the Developer shall have an additional ninety (90) days (the “*Entitlement Period*”) to complete the submission of all necessary documents to governmental bodies or agencies required to complete the Project.

Expenses: Developer shall be responsible for any and all of its fees, costs or expenses as well as any and all of its advisors, consultants,

engineers, financers and attorneys that are directly or indirectly related to this LOI, the Agreement or Project. Under no circumstances shall Developer seek reimbursement from the Village for any such cost or expense, related to this LOI, the Agreement or the Project.

Document Access: Immediately after the Effective Date, the Developer and its advisors and consultants will have access during normal business hours to all documents pertaining to the Parcel and within the Village's control. However, Village shall not guarantee accuracy or completeness of any such document provided to the Developer.

Assignment: Developer shall not assign or otherwise transfer all or any part of this LOI or the Agreement.

Agreement: The Parties shall use reasonably good faith efforts to enter into an Agreement containing terms and conditions acceptable to both Parties no later than the expiration of the Due Diligence Period. It is the intent of the Parties that the terms of this LOI will be incorporated into the Agreement. The Agreement shall be subject to approval by the Corporate Authorities of the Village, in its sole discretion. If the Parties fail to enter into an Agreement no liability shall be incurred by any Party. The Developer covenants and agrees to not challenge the Village's unilateral right to retain the Purchase Price, or portion thereof, as herein provided, even if the Parties fail to enter into an Agreement at the termination of the Due Diligence Period.

Developer acknowledges that except for the Purchase Price, it shall not seek any financial incentive from the Village. Developer further acknowledges that it is and will be required under the Agreement to commit to the following: a) apply for all building permits for the Project within the Entitlement Period; b) acquire the Parcel within ten (10) days after the expiration date of the Entitlement Period or the issuance of building permits by the Village, whichever is latest in time (the "Closing"); c) commence construction of the Project within thirty (30) days after the conveyance of the Property; d) complete the Project within twenty-four (24) months from the date of issuance of building permits; e) in the event of default by the Developer "claw back", "liquidated damages" and "personal guarantee" provisions will be required in the Agreement.

Confidentiality: Developer shall keep all negotiations as well as any documents pertaining to the Parcel confidential and agrees to not disclose to anyone other than respective advisors, internal staff and necessary third parties, such as engineers or architects. No press or other

publicity release or statement will be issued by the Developer concerning this LOI or any proposed transaction without the written consent of the Village.

Developer's Documents:	Developer agrees to provide the Village a copy of all its documents, materials and reports acquired or prepared by the Developer pertaining to the Property on or before the conclusion of the Term of this LOI.
Governing Law:	This LOI shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI, the Parties agree to submit to the jurisdiction of the County of DuPage, the State of Illinois or the United States District Court for the Northern District of Illinois.
Commission:	The Parties agree and acknowledge that no broker or agent is involved in this transaction.
Effective Date:	The date of execution by the Village shall be deemed the Effective Date of this LOI.
Term:	This LOI shall terminate one hundred and eighty (180) days from the Effective Date or the effective date of an Agreement between the Parties for the Project. Calculation of any time period shall start with and include the day of the Effective Date.

The Parties further agree that (a) no Party has any reasonable expectations that the transaction contemplated herein will be consummated prior to entering into an Agreement; and (b) no Party is intending to cause the other to rely on its action, inaction, or statement made (or not made) during negotiations of an Agreement. In the event of any discrepancies between this LOI and the Agreement, the terms and conditions of the Agreement will control.

This LOI is solely intended as a proposal of the basic understanding for the development and conveyance of the Parcel, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed, except for retainage of the portion of the Purchase Price, as herein provided. The Parties shall have the unilateral right to terminate negotiations at any time during the Due Diligence Period.

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AGREED TO:

DEVELOPER

LVDEVELOPMENT, LLC

By:

Lungi Sardong

Its: Manager

Date:

1/17 W, 2020

f

By:

Victor Hernandez

Its: Manager

Date:

mm 11, 2020

AGREED TO:

VILLAGE

By:

Evan K. Summers

Its: Village Manager

Date:

May 26, 2020

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AUTHORIZING THE CONVEYANCE OF A VILLAGE OWNED PARCEL OF REAL PROPERTY TO THE BENSENVILLE FIRE PROTECTION DISTRICT NO. 2 AND APPROVING A PLAT OF SUBDIVISION

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) 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, as from time to time supplemented and amended; and

WHEREAS, the Village owns property commonly known as 700 West Foster Avenue, Bensenville, Illinois and identified by permanent index number (PIN) 03-11-400-016 (the “*Property*”), which is improved with a fire station and a building that contains Well #7; and

WHEREAS, Well #7 is an integral part of the Village’s water supply system and is required for the continued operation of the Village’s public utility; and

WHEREAS, on January 1, 2007, the Village and the Bensenville Fire Protection District No. 2 (the “*District*”) entered into an Intergovernmental Agreement by and between the Village of Bensenville and Bensenville Fire Protection District No. 2 (the “*Intergovernmental Agreement*”), which contemplates and governs the transfer of firefighting functions, property, and equipment from the Village to the District; and

WHEREAS, pursuant to the Intergovernmental Agreement, the Village agreed to convey the portion of the Property upon which the fire station is located to the District in its “as is” condition; and

WHEREAS, the real property to be conveyed to the District consists of a 26,961 square

foot parcel of land depicted as Lot 1 on the Final Plat of Subdivision of Schoppe's Station Subdivision, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Fire Station Property"); and

WHEREAS, the Intergovernmental Agreement provides that if necessary, the Property will be subdivided; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville (the "Corporate Authorities") have determined that it is necessary and in the best interest of the health, safety and welfare of the residents of the Village to subdivide the Property into two lots with such necessary easements therein provided so that the Village may retain ownership of Well #7 for its continued operation, maintenance, repair, and replacement and convey the Fire Station Property to the District as contemplated by the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

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

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to provide for the purpose set forth herein and that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the residents of the Village.

Section 3. Pursuant to the findings set forth herein, the Corporate Authorities hereby accept and approve the Final Plat of Subdivision of Schoppe's Station Subdivision, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Plat of Subdivision"), and the Village President, Village Clerk and Village Treasurer are hereby authorized to execute and deliver

the Plat of Subdivision.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to take any actions as are necessary to carry out the intent and purpose of this Ordinance and such further actions or revisions to the Plat of Subdivision to ensure the subdivision of the Property is duly recorded and effectuated.

Section 5. The conveyance of the Fire Station Property to the District is hereby approved, and the officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions and incur such cost as are necessary to complete the conveyance of the Fire Station Property to the District.

Section 6. The Village Clerk is hereby directed to file a copy of this Ordinance and the Plat of Subdivision in the Office of the Recorder of Deeds of DuPage County, Illinois.

Section 7. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of February 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

EXHIBIT A

Plat of Subdivision
(see attached)

RESOLUTION NO.

**AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES
AGREEMENT WITH JAMES J. BENES AND ASSOCIATES FOR
THE 2021 CDBG ANNUAL RESIDENTIAL PROJECT
IN THE NOT-TO-EXCEED AMOUNT OF \$49,423.00**

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015 2016, 2017, 2018 and 2019; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village submitted an application for Community Development Block Grant (CDBG); and

WHEREAS the Village has received CDBG funds for this project in the amount of \$400,000; and

WHEREAS James J. Benes and Associates, Inc. (JJB) is one of the short-listed firms; and

WHEREAS the staff has requested a proposal from James J. Benes and Associates, Inc. (JJB) to perform construction engineering services; and

WHEREAS JJB has performed construction engineering for the 2018 and 2019 CDBG Annual Residential Streetlight Project; and

WHEREAS JJB has submitted a proposal to perform the construction engineering work for 2021 CDBG Annual Residential Streetlight Project in a not to exceed amount of \$51,775.00;

WHEREAS after negotiations the proposal has been reduced to \$49,423.00; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with James J. Benes and Associates Inc for the 2021 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$49,423.00.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated Feb 9, 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____