



12 South Center Street

Bensenville, IL 60106

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Fax: 630.350.3438

[www.bensenville.il.us](http://www.bensenville.il.us)

VILLAGE BOARD

January 31, 2025

President  
Frank DeSimone

Mr. Chris Lupo

Board of Trustees  
Rosa Carmona  
Ann Franz  
Marie T. Frey  
McLane Lomax  
Nicholas Panicola Jr.  
Armando Perez

Village Clerk  
Nancy Quinn

Village Manager  
Daniel Schulze

Re: January 23, 2025 FOIA Request

Dear Mr. Lupo:

I am pleased to help you with your January 23, 2025 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on January 23, 2025. You requested copies of the items indicated below:

*"Pursuant to the Freedom of Information Act, consider this email request as my official request for all information relating to the following:*

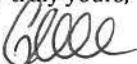
*It is understood that the property just EAST of York Rd, between Irving Pk Rd to the south and Devon to the north, was not always owned by O'Hare International Airport and governed by the City of Chicago but rather incorporated in the Village of Bensenville. I would like a copy of the annexation agreement, including but not limited to any exhibit, legal descriptions or email correspondences regarding the same, which conveyed this property to the City of Chicago and O'Hare International Airport.*

*This request is not for a commercial purpose."*

Enclosed are the records responsive to your FOIA request. No redactions have been made.

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

RESOLUTION NO. R-175-2009

**A RESOLUTION AUTHORIZING THE PRESIDENT TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CHICAGO  
REGARDING THE TAKING OF VILLAGE-OWNED PROPERTIES  
FOR PURPOSES OF THE IMPLEMENTATION OF THE  
O'HARE MODERNIZATION PROGRAM WITHIN  
THE VILLAGE OF BENSENVILLE**

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

**WHEREAS**, the VILLAGE has determined that it is necessary and desirable to enter into a Memorandum of Understanding with the City of Chicago relative to the taking of VILLAGE-owned properties for purposes of the implementation of the O'Hare Modernization Program within the Village of Bensenville, in a form similar to that which is attached hereto and incorporated herein by reference as Exhibit "A."

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

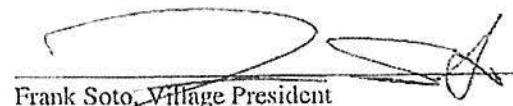
**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, a Memorandum of Understanding with the City of Chicago, in a form similar to that attached hereto and incorporated herein by reference as Exhibit "A."

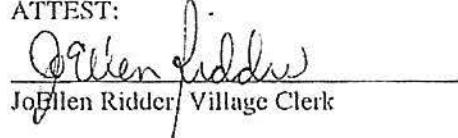
**SECTION THREE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 8th day of December, 2009.

APPROVED:

  
Frank Soto, Village President

ATTEST:

  
JoEllen Ridder, Village Clerk

Ayes: Bartlett, O'Connell, Peconio, Wesseler

Nays: Johnson

Absent: Adamowski

**received**

2-22-10 ml

IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS

CITY OF CHICAGO, )  
Plaintiff, )  
v. ) Case No: 06 ED 111  
FOREST PRESERVE DISTRICT OF )  
DUPAGE COUNTY; VILLAGE OF )  
BENSENVILLE; JOHN L. NOVAK, )  
TREASURER AND COUNTY )  
COLLECTOR OF DUPAGE COUNTY; )  
GARY A. KING, COUNTY CLERK OF )  
DUPAGE COUNTY; AND UNKNOWN )  
OWNERS, )  
Defendants. )

MEMORANDUM OF UNDERSTANDING AND SETTLEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE  
AND THE CITY OF CHICAGO  
REGARDING THE TAKING OF VILLAGE-OWNED PROPERTIES  
FOR PURPOSES OF THE IMPLEMENTATION OF THE  
O'HARE MODERNIZATION PROGRAM WITHIN  
THE VILLAGE OF BENSENVILLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered this 8<sup>th</sup> day of Feb, 2010, by and between the Village of Bensenville (hereinafter "VILLAGE") and the City of Chicago (hereinafter the "CITY"), and collectively referred to as the "PARTIES" or "PARTY":

**WITNESSETH:**

WHEREAS, the VILLAGE is a body corporate and politic, located in the Counties of Cook and DuPage, State of Illinois; and

WHEREAS, the CITY is a body corporate and politic, and a home rule unit of government, located in the Counties of Cook and DuPage, State of Illinois; and

WHEREAS, the Chicago Department of Aviation is overseeing the expansion of O'Hare International Airport (hereinafter "O'HARE"), a project which is referred to commonly as the O'Hare Modernization Program (hereinafter "OMP"); and

**WHEREAS**, to meet the region's aviation needs, the OMP provides for reconfiguring O'HARE'S intersecting runways into a parallel layout, and for a new western terminal facility with additional airline gates and parking; and

**WHEREAS**, realization of the OMP requires the CITY to acquire a total of 443 acres of land in four municipalities including the VILLAGE; and

**WHEREAS**, to secure properties where voluntary sales have not occurred, the CITY has filed litigation currently pending in the Eighteenth Judicial Circuit Court, to acquire through condemnation 28 parcels owned by, or in which the VILLAGE has an interest as well as 1,187,402.8 square feet of public right of way owned by the VILLAGE; and

**WHEREAS**, in response to this litigation, the VILLAGE has filed in each case, which has been consolidated into a lead case captioned *City of Chicago v. DuPage County Forest Preserve District, et al.*, Case No. 06 ED 111, a traverse (motion to dismiss) wherein it questions the authority of the CITY to acquire the properties; and

**WHEREAS**, the legal challenge to the OMP has been expensive for the VILLAGE and its residents, which has paid millions of dollars in the last several years to lawyers and consultants; and

**WHEREAS**, the VILLAGE recognizes the economic impact that the OMP will have on the State of Illinois; and

**WHEREAS**, the VILLAGE recognizes that, if a successful partnership is created with the CITY, the OMP could also have a beneficial and positive financial effect on the VILLAGE, its businesses and resident; and

**WHEREAS**, the CITY and the VILLAGE have engaged in discussions to reach an agreement which will allow the CITY to continue with the OMP for the benefit of the VILLAGE and the State of Illinois with the support of the VILLAGE, compensating the VILLAGE for the property it owns that the CITY is acquiring, and recognizing the value to both PARTIES of working together to for their respective and mutual economic, aesthetic and operational benefit; and

**WHEREAS**, the VILLAGE and CITY have determined that it is in the best interests of the VILLAGE and its residents, of the CITY and its residents, and of the residents of the State of Illinois, for the PARTIES to enter into this agreement; and

**NOW, THEREFORE, the VILLAGE and the CITY agree as follows:**

**1. Incorporation of Recitals**

All recitals set forth hereinabove are incorporated herein as those set forth in total.

## 2. Purpose

This MOU is to serve as the framework for the settlement of the following actions in eminent domain brought by the CITY against the VILLAGE concerning VILLAGE owned property: 2006 ED 129, 2006 ED 140, 2006 ED 148, 2006 ED 149, 2006 ED 179, 2006 ED 200, 2006 ED 210, 2006 ED 231, 2006 ED 234, 2006 ED 235, 2006 ED 239, 2006 ED 268, 2006 ED 269, 2006 ED 271, 2006 ED 275, 2006 ED 276, 2006 ED 281, 2006 ED 282, 2006 ED 284, 2006 ED 286, 2006 ED 287, 2006 ED 288, 2007 ED 001, 2007 ED 002, 2007 ED 008, 2007 ED 027, and 2007 ED 032 (collectively, the "Cases").

This MOU creates legal obligations on the part of the VILLAGE and the CITY, which shall be further memorialized as required to effectuate the intent set forth herein, as required. As the PARTIES continue to consult and work together, they may enter into one or more additional intergovernmental agreements, specifically outlining additional duties and obligations toward one another. By entering into this MOU, the PARTIES specifically agree to work in good faith toward the common good of their residents, and the residents of the State of Illinois.

## 3. Responsibilities of the Parties

This paragraph sets forth, in general, the agreement of the PARTIES as to their duties and responsibilities to one another.

**A. Matters in Eminent Domain.** The PARTIES agree that as part of the Settlement of the Cases, that the VILLAGE will voluntarily dismiss the Traverse(s) filed in the Cases, and will forever forego its right to question the legal sufficiency of the CITY'S right to take property for purposes of the OMP.

**B. Annexation and Disconnection.** As part of the Settlement of the Cases, the PARTIES agree that the VILLAGE will disconnect and the CITY will annex that portion of the property as shown on Exhibit A attached hereto. The CITY shall grant the VILLAGE an easement on a portion of property as designated by the PARTIES to allow for the continued maintenance and operation of existing water lines. Each PARTY agrees that it shall take all legal action necessary to accomplish the disconnection and annexation, so that the municipal boundary is changed by April 1, 2010, or at an agreed upon date no later than six months following execution of this Memorandum of Understanding.

**C. Payment by the City.** In exchange for the VILLAGE'S agreements set forth herein, the CITY shall acquire the VILLAGE property which is the subject of the Cases through entry of Agreed Final Just Compensation Order(s) approved by the Court in the total amount of \$16,000,000. The PARTIES contemplate that the Cases may be resolved as one consolidated case or under separate case captions, but, in any event the total amount of compensation shall be \$16,000,000. The Agreed Final Just Compensation Order(s) shall be filed with the Court and the amounts required to be paid by the CITY to the VILLAGE under this Agreement shall be paid to the VILLAGE or if there are

multiple orders within ten days after the entry of the last such Order(s) on a date as soon as possible following execution of this Memorandum of Understanding.

**D. Economic Development and Future Revenue Enhance for the Village.** The PARTIES agree that proximity to O'Hare of land in the VILLAGE creates economic development opportunities for the VILLAGE, and that those economic development opportunities can be enhanced by the planned public roadway access through the existing western boundary of O'Hare to parking, terminals and other airport facilities. Such economic development can provide sales, property, parking, amusement and other tax revenues for the VILLAGE. The CITY agrees to consult cooperatively with the VILLAGE to create, facilitate and enhance such development opportunities, including, for example, office centers, hotels, convention centers, and entertainment facilities, through development incentives, cost and revenue sharing arrangements which are designed to attract and maintain new and current development. In the event a development opportunity arises in the CITY, which cannot be facilitated on airport property, the CITY will consult with the VILLAGE on measures to encourage such development to locate within the VILLAGE. In connection with this anticipated economic development, the CITY agrees to:

- (i) work with the VILLAGE to insure that in addition to the more than \$30 million already expended on sound insulation for the schools and homes in the VILLAGE, approximately an additional \$20 million in sound insulation will be provided for structures in the VILLAGE at no cost to the VILLAGE to mitigate the impacts of the OMP consistent with the policies of the O'Hare Noise Compatibility Commission and Federal Aviation Administration grants;
- (ii) work with the VILLAGE to apply for and receive planning grants from the FAA or other government entities to facilitate planning of development in the VILLAGE compatible with airport operations in addition to the FAA grant supporting \$1,000,000 in land use compatibility planning studies already approved by the FAA;
- (iii) coordinate with City Department of Water Management to enable the VILLAGE to present a proposal to the City Department of Water Management to receive all or a portion of the VILLAGE'S potable water supply from the CITY. The VILLAGE'S proposal may include an emergency inter-connect of the CITY'S water system for emergency water use;
- (iv) cooperate with the VILLAGE on an economic development plan for properties in the VILLAGE immediately adjacent to O'Hare in order to enhance VILLAGE tax revenues;
- (v) work with the VILLAGE on potential joint requests for proposals to develop areas in the VILLAGE near the airport;

- (vi) consult regularly with the VILLAGE on the development of the area in the VILLAGE in the immediate vicinity of the new western access to O'Hare; and
  - (vii) issue for the benefit of the VILLAGE a non-exclusive license to use the name "O'Hare Airport" for economic development purposes to the extent such a license is required for such use.
- E. The CITY will work cooperatively with the VILLAGE to provide compensatory stormwater retention available to the VILLAGE within the right-of-way of the final alignment of Bensenville Ditch, subject to the VILLAGE paying the actual costs of design, construction and maintenance of the additional capacity and any amounts required by the FAA to compensate the airport for use of airport property.
- F. The CITY and the VILLAGE agree to cooperate in state and federal administrative and legislative endeavors regarding western access and the ring roads.

#### **4. Principal Contacts**

Each PARTY hereby designates the following as the initial principal contacts for the entity. These contacts may change at the sole discretion of the PARTY making the designation, upon written notice to the other.

##### **For the VILLAGE:**

Michael Cassady  
Village Manager  
Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106  
(630) 350-3420 (telephone)  
(630) 594-1105 (facsimile)  
e-mail: [mcassady@bensenville.il.us](mailto:mcassady@bensenville.il.us)

##### **For the CITY:**

Michael Boland  
First Deputy Commissioner  
Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666  
e-mail: [michael.boland@cityofchicago.org](mailto:michael.boland@cityofchicago.org)

## **5. Notices**

Any notice required or permitted to be given under this MOU will be in writing and will be deemed to have been given when delivered personally, or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to VILLAGE:

Michael Cassady  
Village Manager  
Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

With a copy to:

Mary E. Dickson  
BOND, DICKSON & ASSOCIATES, P.C.  
400 S. Knoll Street, Unit C  
Wheaton, IL 60187  
(630) 681-1000

If to CITY:

Michael Boland  
First Deputy Commissioner  
Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666

With a copy to:

Thomas Goedert  
Neal & Leroy, LLC  
203 N. LaSalle Street, Suite 2300  
Chicago, IL 60601

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

## **6. Term of Agreement**

This MOU shall take effect on the date set forth on the first page of this document. This MOU may be modified only upon the written agreement of both PARTIES. This MOU may not be terminated after the voluntary dismissal of the traverse in the condemnation cases.

#### 7. Jurisdiction

The PARTIES hereto agree that the proper venue and jurisdiction over the enforcement of the matters contained in this MOU and all matters discussed herein shall remain in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

#### 8. Counterparts

This MOU may be signed in counterparts, which each part to be read in conjunction with another to make a single document, all to be given full force and effect upon signing.

#### 9. Signatures

By signature hereto, the undersigned agree that they have the power and authority to bind their respective governmental bodies and that their respective governmental bodies have taken all steps required to put this MOU into full force and effect as the official act of their entity.

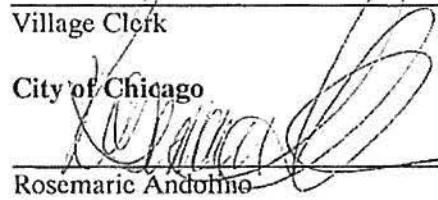
Village of Bensenville

  
Frank Soto  
President  
VILLAGE of Bensenville

2-8-10  
Date

ATTEST:

  
Village Clerk

  
City of Chicago  
Rosemarie Andohno

  
Commissioner  
Chicago Department of Aviation

2/11/10  
Date

EXHIBIT "A"

CITY LIMITS AT O'HARE INTERNATIONAL AIRPORT



SCALE 1" = 2000  
0 300 600



O'HARE INTERNATIONAL AIRPORT  
CITY OF CHICAGO  
CHICAGO, ILLINOIS 60636

RICHARD H. DALY  
CITY OF CHICAGO  
ANNEXATION PROGRAM

GARRETT & ASSOCIATES, P.C.  
ATLANTA  
ATLANTA, GEORGIA  
30303

