



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Gretchen Boerwinkle

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar

AGENDA

A SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON THURSDAY, NOVEMBER 13, 2025, AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS

NEW BUSINESS

5. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (735 Plainfield Road) (ADOPT)
6. ADJOURNMENT



Proud Member of the
Illinois Route 66 Scenic Byway

THIS NOTICE WAS PLACED ON THE BULLETIN BOARD IN THE LOBBY OF THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AND THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS ON NOVEMBER 10, 2025.

Gretchen Boerwinkle
Village Clerk



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.

DATE: November 13, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (735 Plainfield Road)

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PREVIOUS ACTION TAKEN

On August 2nd, 2025, the Village Board approved the contract to acquire the property at 735 Plainfield Road for \$5,100,000.

PURPOSE AND ACTION REQUESTED

Staff recommends approval of an amendment to the Purchase and Sale Agreement for the property at 735 Plainfield Road.

FINANCIAL IMPACT

If approved, there will be a loan of \$5,100,000 that will be paid from the Business District Fund.

RECOMMENDED ACTION:

Staff recommends approval of a resolution to purchase the property at 735 Plainfield Road.

RESOLUTION NO. 25-R-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT
(735 Plainfield Road)**

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: The Mayor and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016, and Ordinance Nos. 24-O-21 and 24-O-22, adopted August 26, 2024 (collectively, the “*Ordinances*”), the Village established and amended the Illinois Route 83 / Plainfield Road Business District (“**Business District**”), approved and amended a Business District plan (“**Business District Plan**”), and imposed an amended an additional retailers' occupation tax and service occupation tax therein. The Ordinances are incorporated herein by reference.
- C. Pursuant to and in accordance with the Business District Law, 65 ILCS 5/8-1-2.5, and the Ordinances, the Corporate Authorities of the Village are empowered to acquire property within the Business District in furtherance of the Business District Plan.
- D. 735 Plainfield LLC (“*Seller*”) is the owner of the real estate and appurtenances attached thereto for the property commonly known as 735 Plainfield Road, Willowbrook, Illinois, with permanent real estate index number 09-23-406-003 (“*Property*”), which is located within the Business District.
- E. The Village and Seller are parties to an agreement allowing the Village to acquire the Property (“*Purchase Agreement*”).
- F. The Village and Seller desire to amend the terms of the Purchase Agreement on the terms set forth in the “First Amendment to Purchase and Sale Agreement (735 Plainfield Road),” attached hereto as **EXHIBIT A** and made a part hereof (“*Amendment*”).

SECTION 2: Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized to acquire the Property pursuant to the terms and conditions set forth in the Purchase Agreement as modified by the Amendment. The Mayor, the

Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Amendment and closing documents as may be necessary or convenient to consummate such acquisition.

PASSED and APPROVED this 13th day of November, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

EXHIBIT A

AMENDMENT

(attached)

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this “*Amendment*”) is made November 13, 2025 by and between **735 PLAINFIELD LLC**, an Illinois limited liability company (“*Seller*”), and **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation (“*Buyer*”), pursuant to Assignment and Assumption of Purchase and Sale Agreement dated August 2, 2025 from RSCC Group, Inc., an Illinois corporation.

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Real Estate Purchase and Sale Agreement dated July 31, 2025 (the “*Agreement*”), with respect to the sale by Seller to Buyer of certain real property located in the Village of Willowbrook, DuPage County, Illinois, as more particularly described in Agreement; and

WHEREAS, Seller and Buyer are mutually desirous of entering into this Amendment to extend the closing date to December 31, 2025, or such later date as Buyer and Seller agree, as specifically set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. The foregoing recital of facts is hereby incorporated herein to the same extent as if hereinafter fully set forth. Capitalized words and phrases used in this Amendment which are not defined herein but which are defined in the Agreement have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is amended to add the following after the final sentence:

“On or before November 17, 2025, Buyer must deposit with the Title Company additional earnest money of \$40,000.00 (“*Additional Earnest Money*”). If the Closing does not occur, the Additional Earnest Money will be nonrefundable to the Buyer and will be disbursed to Seller. If the Closing does occur, then \$20,000.00 of the Additional Earnest Money will be credited to Buyer for the Purchase Price and \$20,000.00 will be disbursed to Seller and not credited to Buyer for the Purchase Price.”

3. Section 4 of the Agreement is amended to delete the first sentence and replace with the following:

“The closing (“*Closing*”) of the contemplated purchase and sale of the Property will take place through a deed and money escrow (“*Escrow*”) on or before December 31, 2025 (“*Closing Date*”) at an office of Chicago Title Insurance Company (“Title Company”), or at such other time and place, as mutually agreed to by the parties.”

4. Except as amended herein, the Agreement remains in full force and effect as originally written. This Amendment is binding upon and inures to the benefit of Seller and Buyer and their respective successors and assigns, and is governed by Illinois law. Each party hereto represents to the other party hereto that such party has the full right and authority to enter into this Amendment without the consent or approval of any other person, entity, or court. This Amendment may be executed in any number of counterparts, each of which will constitute an original but all of which, taken together, constitute but one and the same instrument. To facilitate execution of this Amendment, the parties may execute by electronic signature (e.g. DocuSign) and exchange telefaxed or e-mailed counterparts of the signature pages and such counterparts will serve as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date below their respective signatures.

BUYER:

VILLAGE OF WILLOWBROOK,
an Illinois home rule municipal
corporation

By: _____
Name: Frank A. Trilla
Title: Mayor

Date Buyer executed: _____

SELLER:

735 PLAINFIELD LLC,
an Illinois limited liability company

By: _____
Name:
Title:

Date Seller executed: _____