

RESOLUTION NO. R2025-__

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FACILITY USE AGREEMENT WITH TUNES OF GLORY PIPE & DRUMS, INC.

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City and Tunes of Glory Pipes & Drums, Inc. ("**Tunes of Glory**") entered into that certain "Facility Use Agreement" dated October 18, 2021 ("**Agreement**"), permitting Tunes of Glory to rehearse at City Hall, subject to certain conditions and restrictions; and

WHEREAS, the City and Tunes of Glory desire to extend the term of the Agreement for an additional five years ("**First Amendment**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to enter into the First Amendment to the Agreement with Tunes of Glory;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of First Amendment. The First Amendment to the Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the First Amendment.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2025.

APPROVED THIS ____ day of _____, 2025.

AYES: ____ NAYS: ____ ABSENT: ____ ABSTAIN: ____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
FIRST AMENDMENT

**FIRST AMENDMENT TO THE FACILITY USE AGREEMENT WITH
TUNES OF GLORY PIPES AND DRUMS, INC.**

THIS FIRST AMENDMENT (“*First Amendment*”) is made and entered into as of the _____ day of _____, 2025, by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation, (“**City**”) and **TUNES OF GLORY PIPES AND DRUMS, INC.**, an Illinois corporation (“**Tunes of Glory**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. The City and Tunes of Glory have previously entered into that certain agreement, titled “Facility Use Agreement,” dated October 18, 2021, permitting Tunes of Glory to rehearse at City Hall, subject to certain conditions and restrictions (“**Agreement**”).

B. The parties have agreed to amend the Agreement in order to extend the term of the Agreement for an additional five years.

SECTION 2. AMENDMENT TO SECTION 2.A.2. Section 2.A.2 of the Agreement provides that the Tunes of Glory may use the permitted locations for rehearsal until December 31, 2025. Section 2.A.2 of the Agreement is hereby amended to extend the term of the Agreement until December 31, 2030.

SECTION 3. INTERPRETATION; RELATIONSHIP TO THE AGREEMENT.

A. Definitions. Unless specifically provided otherwise in this First Amendment, the words and phrases used in this First Amendment shall have the meanings ascribed to them in the Agreement.

B. Conflicts. This First Amendment is intended to modify and amend the Agreement. Therefore, to the extent that the terms and provisions of this First Amendment conflict with or are inconsistent with the Agreement, the terms and provisions of this First Amendment shall control.

C. Survival of Agreement Terms. Except as specifically modified in this First Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect; provided, however, that any other provision of the Agreement shall be deemed to be modified as necessary to give practical effect to the provisions of this First Amendment.

D. Validity of Agreement and First Amendment. The parties acknowledge and assert that the Agreement and this First Amendment are valid and enforceable, and the parties hereby waive any current or future claims against the validity and enforceability of the Agreement and First Amendment.

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

ATTEST:

CITY OF WARRENVILLE, an Illinois home rule
municipal corporation

By: _____

By: _____

Its: City Clerk

Its: City Administrator

ATTEST:

TUNES OF GLORY PIPES & DRUMS, INC., an
Illinois corporation

By: Kathleen Monahan-Sarno

By: Timothy Heywood

Its: Pipe Major

Its: Vice President