

## RESOLUTION NO. 25-02

### A RESOLUTION OF THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS, ADOPTING AN ATHLETIC FACILITY TOURNAMENT POLICY

BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

#### Section 1

That the following policy regarding athletic facility tournaments is hereby approved and adopted:

#### ATHLETIC FACILITY TOURNAMENT POLICY

Section 1. Purpose. The purpose of this Athletic Facility Tournament Policy ("Policy") is to outline the procedures, regulations, and allocation priority for the permitted use of Village of Manteno ("Village") parks and athletic facilities ("Facilities") for athletic tournaments ("Tournaments"). Due to the demand for use of the Facilities, it is imperative that all user groups abide by the guidelines and procedures set forth in this Policy. This Policy shall supplement any general field/facility use policy or law governing the use of the Facilities. Fees charged for Tournaments held at the Facilities serve to reimburse the Village for expenses associated with maintenance, preparation, and use of the Facilities. This Policy also sets a standard of expectation for tournament participants and visitors which is consistent with the level of service expected from the Village's parks system. Each tournament organization shall be responsible for submission of a complete application, supplemental documentation, payment of all fees and damages, enforcement of all applicable laws, ensuring that a designated person(s) of authority is on site at all times, and for such other requirements as may be required under this Policy.

Section 2. Availability. Facilities will be available to non-profit organizations to hold Tournaments on Saturdays and Sundays, only, from March 1 through November 30, annually. Only one (1) Tournament shall be scheduled at a Facility per month. Two (2) or more Tournaments may be scheduled in the same month at a park provided they use different Facilities within that park and are not scheduled on the same day. Tournaments shall be limited to four (4) hour blocks per day as follows: (a) 8:00 AM to 12:00 PM; and/or (b) 1:00 PM to 5:00 PM. At the Village's sole discretion, minor calendar, time adjustments, or other special exceptions may be permitted based on the size of Tournament, Facility to be used, availability of resources, and time of year.

Section 3. No Warranties. The Village makes no warranty, either express or implied, as to the condition of the Facilities or that they are suitable for a Tournament organizer's purposes or needs. Once play begins, Tournament organizers shall be deemed to have accepted the Facilities in "as is" condition.

Section 4. Modifications. The Village may modify or waive any policy or fee as it deems necessary and in the best interest of the public.

Section 5. Reservation Priorities. Due to the limited number of Facilities available, the following priorities have been established to serve as a guide in determining the allocation and use of the Facilities for Tournaments, as such Facilities are generally available: (1) local sports tournament organizations; (2) returning tournament organizations; and, (3) new tournament organizations. The Village will attempt to accommodate all Facility space requests received. When there are Facility space allocation conflicts, staff will assign usage based upon the prioritization provided above, historical usage by an organization, an organization's past conformance to rules, regulations, and any related permit requirements. Such priorities shall be determined as of a date that is 90 days before the Tournament. Notwithstanding the Tournament priorities list, local sports organizations shall have priority to all Facilities for regularly scheduled game usage.

Section 6. Reservation Procedures.

A. To increase the likelihood of availability and priority, tournament organizations should submit an application, along with all required documentation, to the Village Clerk at least 120 days before the tournament organization's requested Tournament dates. No Tournament shall be scheduled within 30 days of submission of an application, unless otherwise deemed appropriate in the sole discretion of the Village.

B. All Tournament requests shall be in writing on appropriate application forms. Each application shall be completed by the tournament organizer providing all the information required on that form, and shall be accompanied by the tournament organizer's organizational documents (articles of incorporation and bylaws), applicable fee, security deposit, certificates of insurance, and the organizer's IRS 501(c)(3) determination letter. Each application shall have an indemnification clause as follows:

For and in consideration of the Village of Manteno's consent to allow the tournament organizer ("Organizer") to use the Facilities identified herein for the Tournament, the Organizer agrees as follows: The Organizer hereby agrees to indemnify, defend and holds harmless, the Village of Manteno, its officers, employees and agents from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Organizer or any of its officers, employees, contractors, subcontractors, participants and/or guests associated with the Tournament and Facilities outlined in this application.

Each application shall be signed by an authorized officer of the tournament organizer under oath warranting that he/she has full authority to execute the application on behalf of the organizer and that he/she has full authority to bind the organizer to the terms and conditions set forth in the

application, and further affirming that the information and statements made in the application, and documents accompanying the same, are complete, true and correct.

C. The tournament organizer shall procure, deliver and maintain in effect during the term of any Tournament insurance in a form approved by the Village evidencing that it has a policy of comprehensive liability insurance including a contractual liability endorsement covering the tournament organizer's obligations under the indemnity section of the application, and naming "Village of Manteno, its officers, employees and each of their respective successors and assigns as their interests may appear" as additional insured parties, insuring tournament organizers activities upon, in or about the Facilities against claims or bodily injury or death or property damage or loss with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) each occurrence and Three Million and no/100 Dollars (\$3,000,000.00) aggregate. The policy shall stipulate that the insurance afforded to the additional insureds shall apply as primary insurance and that those commercial general liability insurance policies carried by them shall be non-contributory with respect to any losses and claims. Such insurance policy shall be with a company licensed in the State of Illinois, and such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the Village. Appropriate certificate(s) of insurance shall be provided to the Village Administrator at the time of application.

D. Assuming all required information and documentation is submitted, and it would otherwise be appropriate to schedule a Tournament at the Facility on the dates and times identified in the application, a permit shall be issued permitting the Tournament and confirming the Tournament dates. A permit will be emailed to the applicant no sooner than 75 days and no later than 20 days before the Tournament, depending on when the application was submitted. Provided, however, a permit may be issued to local sports tournament organizations or returning tournament organizations sooner than the dates provided above in the sole discretion of the Village.

E. Applications that are incomplete, false, submitted by an ineligible organization, submitted in an untimely manner, or are not otherwise accompanied by required fees and documentation, or that otherwise request the use of Facilities, dates, or times that are not available, shall be denied. The Village shall provide a reasonable opportunity to the tournament organizer to remedy inadequate applications or, in the event of conflicts, find alternative Facilities, dates or times. A tournament organizer shall be denied a permit if it or any of its officers are indebted to the Village, are not in good standing with the Village, or whose prior Tournament operations have violated this policy, damaged Facilities, or resulted in an unnecessarily hazardous or dangerous condition or situation.

F. Field/Facility layouts shall be submitted to the Village Administrator not less than seven (7) days prior to the Tournament.

G. Finalized Tournament schedules shall be submitted to the Village Administrator not less than three (3) days prior to the Tournament date.

Section 7. Inclement Weather; Facility Conditions. All outdoor activities shall be suspended whenever lightning is observed, or thunder is audible, and no such activities shall commence for a minimum of thirty (30) minutes after the last sign of lightning or thunder. Facilities shall be closed due to inclement weather or when they present saturated conditions. Conditions shall be deemed saturated when the Facility is muddy at any location, there is standing water at any location, or there is any possibility of a participant slipping and falling or losing his/her footing. Marginal conditions are not playable conditions. It shall be the responsibility of the tournament organizer to determine the safety and playability of their respective sites, and a tournament organizer shall be responsible for damage to Facilities resulting from allowing play to start or continue during questionable conditions.

Section 8. Deposit/Damages/Cancelation/Refunds.

- A. A security deposit of \$250 shall be required for each Tournament.
- B. The tournament organization's deposit will first be applied towards the balance of Tournament-related amounts due to the Village. Thereafter, the remaining deposit will be returned to the tournament organization. If additional amounts are due following application of the deposit to the tournament organization's total balance due to the Village, the Village will provide the tournament organization with an invoice for the remaining balance due. Payment of such additional amounts is due to the Village within 30 days of completion of the Tournament.
- C. The Village has the sole right to determine damages to or misuse of the Facilities or other Village property.
- D. The Village shall not be responsible for any loss or damage of equipment and materials brought to the Facilities for use by the tournament organization, participants, or spectators.
- E. The tournament organization shall be responsible for all damages to Village property caused by the tournament organization, its participants, and participants, including damages caused by any equipment and materials used.
- F. The tournament organization shall not make any unauthorized repairs to Facilities.
- G. Use of the Facilities for other than the approved purposes may result in assessment of additional fees and/or damages, cancellation of the remainder of the Tournament and/or future use of the Facilities.
- H. The tournament organization, its participants, and spectators shall keep and leave the Facilities in a clean and neat condition. If it is necessary for the Village to provide or hire cleaning services as a result of Tournament activities, additional fees will be charged to the Tournament organization, which shall be responsible for the payment thereof.
- I. The following cancelation fee will apply to Tournament organizations canceling a scheduled Tournament:

- (i) More than 60 days prior to the Tournament: 100% security deposit refund;
- (ii) 31 days to 59 days prior to the Tournament: 50% security deposit refund;
- (iii) 30 days or less prior to the Tournament: 0% security deposit refund.

J. If any Tournament games/rounds/matches are canceled prior to such Tournament games/rounds/matches being played, field preparation fees will be charged to the Tournament organization if such field preparations have commenced and/or been completed by the Village. If Tournament play is shortened by inclement weather, both field preparation fees and field rental fees will be charged to the tournament organization.

K. Failure to comply with this Policy may result in the cancellation of reservation(s), forfeiture of all fees/deposits, and forfeiture of the right to use the Facilities in the future. Permits are revocable at any time for violation of this Policy or applicable laws.

#### Section 9. Use Regulations.

A. The Tournament reservation is for the approved designated Facilities only. Each field, court, rink, board, pit, etc. shall be considered its own Facility. Use of the Facilities is limited to the activities specified on the permit issued by the Village. Facility use permits should be carried by the permitted group at all times during scheduled use of the athletic fields and must be presented upon request. These permits are non-transferable and may not be passed on to other user groups. All Facility users must adhere to their designated activity, times, locations and dates of assigned use. Authorized permits will only be distributed after a meeting is held regarding the Tournament and use of the Facility, and all required documentation has been submitted by the group. All Tournaments must have an authorized permit for use of the Facilities.

B. If the Facilities are utilized for a purpose not designated on the permit, charges will be assessed for such usage.

C. Unless fundraising is specifically authorized by the permit, fundraising activities shall not be conducted during the Tournament.

D. Prior to the Tournament, all tournament vendors, including food trucks, shall obtain applicable business licenses from the Village to engage in said activities.

E. Tournament organizers shall be responsible for and provide their own security for the Tournament.

F. Tournament organizers shall be responsible for and provide bathroom supplies for the Tournament.

G. Tournament organizers shall be responsible for and provide for garbage removal at the end of each day of the Tournament.

H. When deemed necessary, in the discretion of the Village, the tournament organizer shall be responsible for and provide portable restrooms.

I. No alcoholic beverages are allowed on or in the Facilities at any time.

J. No abusive, threatening, insulting, indecent, or obscene language or gestures shall be permitted or suffered on or in the Facilities before, during or after, any Tournament by organizers, participants, or spectators.

K. ONLY whiffle balls may be used for “soft toss” or “pepper” against any fence or backstop. **HARDBALLS ARE NOT ALLOWED.**

L. No permanent advertising is allowed on any fence or any other Facility structure. Banners may be hung during a Tournament but must be removed at the conclusion of the Tournament.

M. Golf carts may be authorized for use during the Tournament if prior written approval is obtained by the Village Administrator, or his or her designee. All drivers of golf carts must possess a valid driver’s license.

N. Vehicles may not be driven or parked on turf surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.

O. Tournament equipment may not be located at the Facilities unless the use and location of such equipment has received prior written approval from the Village.

P. DJs and amplified music are not allowed without prior written approval from the Village.

Q. Only Village staff are authorized to prepare the Facilities’ fields in advance of a time block each day, unless the Tournament organization receives prior written approval from the Village. It shall be the responsibility of the Tournament organizer to maintain the Facility during Tournament play. Facility preparation includes, but is not limited to, lining, raking, dragging, mowing, application of mix and drying agents, grading and filling of holes, base set up, goal set up, corner flags, ice resurfacing, etc. Village staff may provide Facility preparation services during Tournament play for additional costs, subject to staffing.

R. The Tournament permit may be revoked by the Village if it is determined that the application for the permit contained any misrepresentation or false statement, or that any provision of this Policy is not being complied with, or that the safety of the Tournament organizer, its participants or attendees is endangered by the continuation of Tournament activities.

S. Tournament organizers may load and unload equipment one (1) day prior and after the Tournament. Breakdown for the Tournament must be completed immediately following the conclusion of the Tournament.

Section 10. Fee Structure.

Fees are based on the Facilities set-up (lining, raking, goal set up, corner flags, etc.) per time block per day, general preparation for the Tournament, and a portion of the yearly maintenance costs associated with the care and maintenance of the Facilities. The Village will provide an invoice for all other applicable fees to the tournament organization following completion of the Tournament. Payment of such additional fees is due to the Village within 30 days of completion of the Tournament. Fees for each Tournament will be based on the number of time blocks, days, and the type and number of Facilities used. Facility fees shall be established and approved by the Village and updated as appropriate. Facility fees shall be contained in a separate Facility Fee Structure document, which shall be maintained by the Village Administrator.

**Section 2**

This Resolution shall be in full force and effect from after its adoption.

This Resolution was adopted and deposited in the office of the Village Clerk of the Village of Manteno this 2<sup>nd</sup> day of June, 2025.

  
KERRI ROLNIAK, Village Clerk

APPROVED by me this 2<sup>nd</sup>  
day of June, 2025.

  
ANNETTE LAMORE, Village President