

ORDINANCE NO. 070610B

AN ORDINANCE AUTHORIZING THE OPERATION OF QUALIFIED GOLF CARTS AND UTILITY-TERRAIN VEHICLES (not intended for 4 wheelers) ON STREETS UNDER THE JURISDICTION OF THE VILLAGE OF CRESTON, ILLINOIS

WHEREAS, the Village of Creston has determined that the operation of qualified golf carts and utility golf carts and utility-terrain vehicles (not intended for 4 wheelers) should be allowed under certain conditions on the streets under the jurisdiction Village of Creston; and

WHEREAS, the Illinois Vehicle Code Section 625 ILCS 5/11-1426.1 et seq. authorizes municipalities, by ordinance to permit qualified golf carts to operate in the streets under the jurisdiction of the municipality; and

WHEREAS, the Illinois Vehicle Code Section 625ILCS 5/11-1426.1(d) authorizes municipalities, by ordinance to permit qualified utility-terrain vehicles (not intended for 4 wheelers) as defined therein as "Neighborhood Vehicles" to be operated on the streets under the jurisdiction of the municipality if public safety would not be jeopardized;and

WHEREAS, the Village of Creston has considered the volume, speed and character of the traffic on the streets within its jurisdiction and has determined that, subject to the conditions stated herein and the provisions of 625 ILCS 5/11-1426.1 et seq., has determined the qualified golf carts and utility-terrain vehicles, as defined herein, may safely operate on the streets within the jurisdiction of the Village; and

WHEREAS, the Village of Creston wishes to enact an ordinance which shall allow qualified golf carts and utility-terrain vehicles (not intended for 4 wheelers) to operate on municipal streets upon the terms and conditions stated herein

BE IT ORDAINED BY THE VILLAGE OF CRESTON BOARD OF TRUSTEES, AS FOLLOWS:

A. Golf carts and utility-terrain vehicles (not intended for 4 wheelers), as defined and qualified herein shall be allowed on Village streets under the conditions as stated herein.

B. Definitions:

1. A "**Golf Cart**" is defined as a motorized vehicle with three or four wheels that is not designed to be operated at a speed of more than twenty five miles per hour (25 mph) whose purpose can include, but is not limited to, the playing of golf and is generally designed to carry persons including the driver.
2. "**Utility-Terrain Vehicle**" (not intended for 4 wheelers) shall mean a self-propelled, electrically powered four wheel motor vehicle or self-propelled gasoline or diesel powered four wheeled motor vehicle with an engine displacement under 1,200 cubic centimeters which is capable of attaining in one mile speed or more than 15 miles per hour and which conforms to the federal

regulations under Title 49 C.F.R. Part 571.500

3. **"Village Streets"** means any of the streets or alleys dedicated within the boundaries of the **Village of Creston**.

C. Requirements:

All persons wishing to operate a golf cart or a utility-terrain vehicle on the Village streets must ensure compliance with the following requirements:

1. Proof of current liability insurance.
2. Must be certified with the Village and have the vehicles certified with the Village by inspection by the Village of Creston or its designated representative.
3. Must have Village decal on the rear of the vehicle.
4. Must have current, valid Illinois driver's license.
5. Golf carts must be equipped as follows:
 - a. Horn;
 - b. Brakes and brake lights;
 - c. Turn Signals;
 - d. A steering wheel apparatus;
 - e. Tires;
 - f. Rearview Mirror;
 - g. Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (625 ILCS 5/12-709);
 - h. Headlight that emits a white light visible from a distance of 300 feet to the front of which illuminate when in operation;
 - i. Tail lamp that emits red light visible from at least 100 feet from the rear which must be illuminated when in operation;
 - j. Any additional requirements which may be amended to 65ILCS5/11-1426.1 et seq. or the Illinois Vehicle Code.
6. Utility-terrain Vehicles must be equipped as follows:
 - a. Horn;
 - b. Brakes and brake lights;
 - c. Turn signals on the front and rear;
 - d. A steering wheel apparatus;
 - e. Tires;
 - f. Rearview Mirror;
 - f. Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (625 ILCS 5/12-709);
 - g. Headlight that emits a white light visible from a distance of 300 feet to the front of which illuminate when in operation;
 - h. Tail Lamp that emits red light visible from at least 100 feet from the rear which must be illuminated when in operation;
 - i. Any additional requirements which may be amended to 65 ILCS5/11-1426.1 et seq. or the Illinois Vehicle Code;
7. Must obey all traffic laws of the State of Illinois and the Village of Creston.
8. Must be 18 years of age.
9. Must be operated only on Village streets as defined, except where prohibited.

10. Must not be operated in excess of posted speed limit and, with respect to utility-terrain vehicles, may not exceed **25 miles per hour.**
11. A person operating or is in actual physical control of a golf cart or utility-terrain vehicle as described herein on a roadway while under the influence is subject to Section 11-500 through 11-502 of the Illinois Compiled Statutes (625 ILCS 5/11-500-11-502)
12. Golf carts and utility-vehicle shall not be operated on **sidewalks** or in **village parks other than parking areas.**
13. Golf carts and utility-terrain **vehicles may not be operated on streets and highways and roads under the jurisdiction of Illinois Department of Transportation (Illinois State Route 38)**

D. PERMITS:

1. No person shall operate a qualified golf cart or utility-terrain vehicle without first obtaining a permit from the Village of Creston or its designated representative as provided herein. Permits shall be granted for a period of one (1) year and renewed annually. The **cost** of the permit is **\$35.00**. Insurance coverage is to be verified by the Village of Creston or designated representative when obtaining or renewing a permit.
2. Every application for a permit shall be made on a form supplied by the Village of Creston and shall contain the following:
 - a. Name and address of **applicant/and owner**, if different;
 - b. Name and address of the Liability **insurance carrier and insurance agent**;
 - c. The **serial number, make, model and description of golf cart or utility terrain vehicle**;
 - d. **Signed Waiver of Liability** by applicant releasing the Village of Creston and agreeing to indemnify and hold the Village harmless from any and all future claims resulting from the operation of their golf cart or utility terrain vehicle on the **Village of Creston** streets;
 - e. **Photocopy of applicable liability insurance coverage card** specifically for the vehicle to be operated pursuant to the permit;
 - f. Verification by applicant that all information contained in the permit application is true and accurate;
 - g. Such other information as the Village may require.
3. No permit shall be granted unless the following conditions are met:
 - a. The vehicle must be inspected by the **"Village of Creston or its designated representative"** to insure that the vehicle is safe to operate on Village streets and is in compliance with this **ordinance** and with the **State of Illinois Motor Vehicle Code**;
 - b. A physically handicapped applicant must be **submitting a certificate signed by a physician** certifying that the applicant is able to safely operate a qualified golf cart or utility-terrain vehicle on Village streets;
 - c. The applicant must provide **evidence of insurance** in compliance with provisions of the Illinois Statutes regarding **minimum liability insurance** for passenger motor vehicle to be operated on the roads of the State of Illinois.
4. The **Village of Creston President** may **suspend a permit granted** hereunder upon

- finding that the holder there of has violated any provision of this ordinance or there is evidence that permittee cannot safely operate a qualified golf cart or utility-terrain vehicle on the designated roadways. Such suspension shall be in effect until the next scheduled Village of Creston Board meeting at which time said Board of Trustees shall by majority vote determine to continue such suspension or revoke said permit.
5. The **Village of Creston President** may **issue a temporary special use permit** for a qualified golf cart or utility-terrain vehicle for non-profit or other such agencies. This directly benefits the Village of Creston waiving any fee for such permit provided, however, unless the golf cart or utility-terrain vehicle meets the requirements of paragraph C herein, said golf cart or utility terrain vehicle shall be operated only during daylight hours.

E. VIOLATIONS:

Any person who violates any provisions of this **ordinance** shall be guilty of a **petty offence** and shall be punished by a **fine of \$75.00**. Any second or subsequent offense shall result in the revocation of the permit for a period of not less than three (3) nor more than five (5) years. To the extent that any **violation of this ordinance** also constitutes a violation of a criminal statute of the State of Illinois, then the violator shall also be subject to **criminal prosecution**.

F. MISCELLANEOUS:

1. In the event that a court of competent jurisdiction declares any particular provision of this **ordinance** to be invalid or unenforceable, the remaining provisions of this ordinance shall be construed to be valid and enforceable the invalidity of any part of this ordinance shall not affect any part of parts thereof.
2. This ordinance shall be in full force and effect from and after passage and approval as provided by law.
3. Any ordinance, or portion thereof, of the **Village of Creston** which is contrary to this ordinance shall be deemed to be repealed.

**UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER,
DISCHARGE, AND CONTENT NOT SUE**

This is a legally-binding **UNCONDITIONAL AND FULL TO GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** made by me, _____
(hereinafter referred to as OPERATOR) to the Village of Creston (hereinafter referred to as "VILLAGE")

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART OR UTILITY-TERRAIN VEHICLE ON VILLAGE STREETS OF CRESTON. THE FOLLOWING IS A DESCRIPTION AND OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY; INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, , OR DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE VILLAGE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OF ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF OPERATOR'S USE OF A GOLF CART OR UTILITY-TERRAIN VEHICLE ON VILLAGE STREETS.

THE OPERATOR AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE VILLAGE AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING WITHOUT BEING LIMITED, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING DEATH RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH, MY USE OF THIS GOLF CART OR UTILITY -TERRAIN VEHICLE ON VILLAGE STREETS.

I understand that the Village has an ordinance governing the use of qualified golf carts and utility-terrain vehicles on Village streets and I hereby agree to conform to all requirements of the Village ordinance at all times. I have had the opportunity to read said ordinance and my signature below acknowledges that I will comply with this ordinance and said rules as well as all applicable traffic laws of the State of Illinois at all times when operating this golf cart or utility-terrain vehicle on Village streets.

I therefore, agree to assume and take on myself all the risks and responsibilities in any way associated with this activity. In consideration of and return for the opportunity to operate a golf cart or utility-terrain vehicle on Village streets, I release the Village (and Village Board of Trustees, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to me or others, including death, or from damage to my property or to property of any other in connection with this activity. I understand that this release also covers liability, claims and actions caused entirely or in part by acts or failure to act, including but not limited to negligence, mistake or failure to enforce, supervise or maintain.

I assure the Village that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the Village that I have adequate health and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my participation in this activity and I will indemnify and hold the Village harmless for any such medical costs or property damage.

I understand that this release means I am giving up, among other things, the rights to sue the Village, its Board of Trustees, employees, and or agents for injuries (including death) damages, or losses I may incur or cause. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

WITNESSES: _____ Dated: _____

_____ Dated: _____

Operator's Signature

Application for Use of Golf Cart and All-Terrain Vehicle

Applicant's Name _____
Owner's Name _____
Physical Address _____
Mailing Address _____
Telephone Number _____ Driver's License Number _____
Make of Golf Cart/All-Terrain Vehicle _____
Model _____ Serial Number _____
Color _____ Description of vehicle _____
Insurance Carrier _____ Insurance Agent _____
Insurance Carrier Address _____
Insurance Carrier Telephone # _____ Insurance Agent Telephone # _____

_____, being first duly sworn on oath, deposes and states that I am the Applicant in the above entitled Application; that I have read the foregoing Application and verify that the information herein is true in substance and in fact

Applicant

MAKE COPY OF DRIVERS LICENSE & INSURANCE CARD

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Co-Application for Use of Golf Cart and All-Terrain Vehicle

Co-Applicant's Name _____
Owner's Name _____
Physical Address _____
Mailing Address _____
Telephone Number _____ Driver's License Number _____
Make of Golf Cart/All-Terrain Vehicle _____
Model _____ Serial Number _____
Color _____ Description of vehicle _____
Insurance Carrier _____ Insurance Agent _____
Insurance Carrier Address _____
Insurance Carrier Telephone # _____ Insurance Agent Telephone # _____

_____, being first duly sworn on oath, deposes and states that I am the Co-Applicant in the above entitled Application; that I have read the foregoing Application and verify that the information herein is true in substance and in fact

Co-Applicant

MAKE COPY OF DRIVERS LICENSE & INSURANCE CARD