

ORDINANCE NO. 10-01-11

**AN ORDINANCE AUTHORIZING THE
OPERATION OF GOLF CARTS ON THE
VILLAGE OF MILLINGTON PUBLIC STREETS**

WHEREAS, the Village of Millington is desirous of permitting the use of golf carts for travel on Village Streets; and

WHEREAS, the Board of Trustees of the Village of Millington has considered the volume, speed and character of traffic on the Village streets, and has determined that the usage authorized by this ordinance will not jeopardize the public safety; and

WHEREAS, the Illinois Compiled Statutes, 625 ILCS 5/11-1426.1 and 625 ILCS 5/11-1426.2, authorize Illinois municipalities to regulate and allow golf cart usage on municipal street under certain circumstances and conditions; and

WHEREAS, it is the intent of this Ordinance to regulate the use of motorized golf carts within the corporate limits of the Village of Millington as authorized by the Illinois Compiled Statutes, 625 ILCS 5/11-1426.1 and 625 ILCS 5/11-1426.2.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MILLINGTON, ILLINOIS AS FOLLOWS:

SECTION 1: DEFINITIONS.

- 1) ***Golf Cart:*** means a vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course.
- 2) ***Village Streets:*** Any of the streets within the boundaries of the Village of Millington, Illinois, except for state and county roads.

SECTION 2: POLICY STATEMENT.

This Ordinance is adopted in the interest of public safety. Golf carts are not designed or manufactured to be used on public streets and roads, hereinafter "streets(s)," and the Village of Millington in no way advocates or endorses their operation on streets. The Village, by regulating such operation is merely addressing safety issues. This Ordinance is not to be relied upon as determination that operation on streets is safe or advisable even if done in accordance with this Ordinance. All persons operating golf carts must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. All persons who operate or ride golf carts on streets inside the Village of Millington do so at their

own risk and peril. The Village of Millington has no liability under any theory of liability for permitting golf carts to be operated on Village streets.

SECTION 3: RULES AND REGULATIONS.

Golf carts may only be operated on streets within the Village of Millington in accordance with the following rules and regulations:

- 1) Golf carts must maintain, at minimum, the following:
 - a) Horn;
 - b) Brakes and brake lights;
 - c) A steering apparatus;
 - d) Tires;
 - e) A rearview mirror;
 - f) Red reflectorized warning devices in both the front and rear;
 - g) Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (625 ILCS 5/12-709);
 - h) A headlight that emits a white light visible from a distance of 500 feet to the front, illuminated at all times during operation;
 - i) A tail lamp that emits a red light visible from at least 100 feet from the rear, illuminated at all times during operation;
 - j) Brake lights;
 - k) Turn signals;
 - l) Any additional requirements of the Illinois Motor Vehicle Code.
- 2) Any person who operates a golf cart and neighborhood vehicle in the Village of Millington assumes full responsibility for all liability associated with operating the golf cart or neighborhood vehicle.
- 3) Any person who operates a golf cart or neighborhood vehicle must be at least ~~eighteen~~^{sixteen} (16) years of age and possess a valid driver's license to operate a motor vehicle issued by Illinois or any other state. *jk*
- 4) Any person who operates a golf cart must possess proof of liability insurance covering said golf cart, meeting Illinois statutory requirements, pursuant to 625 ILCS 5/11-1426.1(g).
- 5) Golf carts or neighborhood vehicles may not be operated on sidewalks or Village parks other than parking areas.
- 6) Golf carts or neighborhood vehicles may be operated on Village streets that have a posted speed limit of thirty-five (35) miles per hour or less.

- 7) Golf carts or neighborhood vehicles shall not be operated on State Highways except to make a direct crossing at a 4-way stop sign or traffic light where the speed limit on said State Highway is thirty-five (35) miles per hour or less.
- 8) Any person who operates a golf cart or neighborhood vehicle on the streets in the Village of Millington must adhere to all applicable State laws concerning the possession and use of alcoholic beverages, and all other illegal drugs, as well as all other state traffic laws.
- 9) All golf carts on the streets must have valid Vehicle Sticker from the Village of Millington visibly displayed on the back rear of the cart on the driver's side.

SECTION 4: VEHICLE STICKERS.

- 1) No person shall operate a motorized golf cart or neighborhood vehicle without obtaining a Vehicle Sticker from the Village of Millington as provided in this section. Vehicle Stickers shall be granted for a period of one calendar year and must be renewed annually, for the period January 1st through December 31st. Every application for a Vehicle Sticker shall be made on a form supplied by the Village and shall include the following:
 - a) Name and address of applicant;
 - b) Name of liability insurance carrier;
 - c) The serial number, make, model and description of golf cart or neighborhood vehicle;
 - d) Signed "Unconditional And Full General Release Of Liability, Waiver, Discharge And Covenant Not To Sue," attached hereto as "Exhibit A," by applicant, releasing the Village and agreeing to indemnify and hold the Village harmless from any and all future claims resulting from their operation on Village Streets;
 - e) Photocopy of applicable liability insurance coverage card specifically for the vehicle to be operated pursuant to the permit;
 - f) An application fee of \$25.00; an additional \$10.00 fee will be assessed for renewal applications not submitted by January 31st of each calendar year;
 - g) Such other information as the Village may require.
- 2) The Village may suspend or revoke a Vehicle Sticker granted hereunder upon a finding that the holder thereof has violated any provision of this Article or there is evidence that permittee cannot safely operate a qualified golf cart on the designated roadways.

SECTION 5: ENFORCEMENT.

Any violation of this Ordinance shall be punishable by a fine of not less than \$150.00 or more than \$750.00 for each violation.

SECTION 6: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 7: EFFECTIVE DATE. This Ordinance shall be effective upon its passage and publication according to law.

PASSED THIS 10th DAY OF October, 2011.

AYES: 6

NAYS: 0

ABSENT: 0

APPROVED THIS 10th DAY OF October, 2011.

Scott I Smith
SCOTT SMITH, VILLAGE PRESIDENT

ATTEST:

Lenee Kissel
LENEE KISSEL, VILLAGE CLERK

EXHIBIT A

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

This is a legally binding UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE made by me, _____, (hereinafter referred to as "Operator"), to the Village of Millington, LaSalle and Kendall Counties, IL, (hereinafter referred to as "Village").

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A QUALIFYING GOLF CART ON VILLAGE STREETS.

IN NO EVENT SHALL THE VILLAGE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF OPERATOR'S USE OF A QUALIFIED GOLF CART 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 TO INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH OPERATOR'S USE OF A QUALIFIED GOLF CART ON VILLAGE STREETS.

I understand that the Village has an Ordinance governing the use of qualified golf carts on Village streets and I hereby agree to conform with all requirements of said Ordinance at all times. I have had the opportunity to read said Ordinance and my signature below acknowledges that I will comply with said Ordinance as well as all of the applicable traffic laws of the State of Illinois at all times when operating a qualified golf cart on Village Streets.

I, THEREFORE, AGREE TO ASSUME AND TAKE ON ALL OF THE RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND RETURN FOR THE OPPORTUNITY TO OPERATE A QUALIFIED GOLF CART ON VILLAGE STREETS, I RELEASE THE VILLAGE (AND THE VILLAGE BOARD, 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 PROPERTY OF ANOTHER IN CONNECTION WITH THIS ACTIVITY. I UNDERSTAND THAT THIS RELEASE ALSO COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES 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 that may 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, 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.

DATED: _____, 200____.

(Operator's signature)

(Printed Name)

(Address)

(City, State, Zip)

WITNESS:

(Signature)

(Printed Name)