

ORDINANCE NO. 11-5

AN ORDINANCE AUTHORIZING THE OPERATION OF QUALIFIED GOLF CARTS, ALL TERRAIN VEHICLES, 4 WHEELERS, ON STREETS UNDER THE JURISDICTION OF THE VILLAGE OF INA, ILLINOIS

WHEREAS, THE VILLAGE OF INA HAD DETERMINED THAT THE OPERATION OF QUALIFIED GOLF CARTS, ALL TERRAIN VEHICLES, 4 WHEELERS, SHOULD BE ALLOWED UNDER CERTAIN CONDITIONS ON THE STREETS UNDER THE JURISDICTION OF THE VILLAGE OF INA;

WHEREAS, THE ILLINOIS COMPILED STATUTES 625 ILCS 5 ILLINOIS VEHICLE CODE SECTION 11-1426.1 AUTHORIZED MUNICIPALITIES BY ORDINANCE TO PERMIT QUALIFIED UTILITY-TERRAIN VEHICLES AS DEFINED AS "NEIGHBORHOOD VEHICLES" TO BE OPERATED ON THE PUBLIC STREETS UNDER THE JURISDICTION OF THE MUNICIPALITY IF PUBLIC SAFETY WOULD NOT BE JEOPARDIZED;

WHEREAS, THE VILLAGE OF INA 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 624 ILCS 5/11-1426.1 AND THE ILLINOIS VEHICLE CODE UPDATE 2009/2010 HAS DETERMINED THAT QUALIFIED "NEIGHBORHOOD VEHICLES" AS DEFINED HEREIN, MAY SAFELY OPERATE ON THE STREETS WITHIN THE JURISDICTION OF THE VILLAGE;

WHEREAS, THE VILLAGE OF INA SHALL ENACT AN ORDINANCE WHICH SHALL ALLOW QUALIFIED "NEIGHBORHOOD VEHICLES" TO OPERATE ON MUNICIPAL STREETS UPON THE TERMS AND CONDITIONS STATED HEREIN;

BE IT ORDAINED BY THE VILLAGE OF INA AS FOLLOWS:

REQUIREMENTS:

ALL PERSONS WISHING TO OPERATE A GOLF CART. ALL TERRAIN VEHICLE, 4 WHEELER MUST ENSURE COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:

1. APPROVED "SLOW MOVING VEHICLE" EMBLEM ON THE REAR OF THE VEHICLE (625 ILCS 5/12-709)

2. HEADLIGHT THAT EMITS A WHITE LIGHT VISIBLE FROM A DISTANCE OF 300 FEET TO THE FRONT OF WHICH ILLUMINATES WHEN IN OPERATION.
3. TAIL LIGHT THAT EMITS A RED LIGHT VISIBLE FROM AT LEAST 100 FEET FROM THE REAR WHICH MUST BE ILLUMINATED WHEN IN OPERATION.
4. ANY ADDITIONAL REQUIREMENTS WHICH MAY BE AMENDED TO 65 ILCS 5/11-1426 OR THE ILLINOIS VEHICLE CODE.
5. MUST OBEY ALL TRAFFIC LAWS OF THE STATE OF ILLINOIS AND VILLAGE OF INA.
6. MUST HAVE A VALID DRIVERS LICENSE.
7. MUST BE OPERATED ONLY ON VILLAGE STREETS, EXCEPT WHERE PROHIBITED.
8. MAY NOT OPERATE ON US HIGHWAY 37, EXCEPT TO CROSS HIGHWAY AT A DESIGNATED INTERSECTION.
9. MUST NOT BE OPERATED IN EXCESS OF POSTED SPEED LIMIT.
10. A PERSON OPERATING OR IS IN PHYSICAL CONTROL OF ANY VEHICLE DESCRIBED HEREIN ON ANY 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).
11. NO VEHICLE DESCRIBED HEREIN SHALL BE OPERATED ON ANY SIDEWALK OR IN VILLAGE PARKS OTHER THAN PARKING AREA.
12. MUST FOLLOW AND UNDERSTAND THE MANUFACTURER'S OPERATING INSTRUCTIONS BEFORE OPERATING GOLF CARTS, ALL TERRAIN VEHICLES, 4 WHEELERS.
13. THE MAXIMUM NUMBER OF OCCUPANTS IN SUCH VEHICLES SHALL BE DEEMED TO CORRESPOND WITH THE TOTAL NUMBER OF SEATS AVAILABLE ON THE PARTICULAR VEHICLE.
14. VEHICLES MAY BE OPERATED ONLY FROM 5:00 A.M. TO 10:00

MAY BE OPERATED IN INCLEMENT WEATHER OR WHEN VISIBILITY IS IMPAIRED BY WEATHER, SMOKE, FOG, OR OTHER CONDITIONS.

PERMITS

1. NO PERSON SHALL OPERATE ANY QUALIFIED GOLF CART, ALL TERRAIN VEHICLE, 4 P.M. NO VEHICLE WHEELER, WITHOUT FIRST OBTAINING A PERMIT FROM VILLAGE CLERK AS PROVIDED HEREIN. PERMITS SHALL BE GRANTED FOR A PERIOD OF ONE (1) YEAR AND RENEWED ANNUALLY. THERE WILL BE A \$40.00 FEE FOR THE FIRST YEAR, THEN A \$20.00 FEE TO RENEW. VEHICLES MUST BE INSPECTED BY CHIEF OF POLICE OR JERRY CONNER.
2. PROOF OF INSURANCE OF THE DRIVER AND THE QUALIFIED GOLF CART, ALL TERRAIN VEHICLE, 4 WHEELER MUST BE VERIFIED WHEN OBTAINING OR RENEWING A PERMIT.
3. EVERY APPLICATION FOR A PERMIT SHALL BE MADE ON A FORM SUPPLIED BY THE VILLAGE AND CONTAIN THE FOLLOWING:
 - a. NAME AND ADDRESS OF APPLICANT;
 - b. NAME OF LIABILITY INSURANCE CARRIER;
 - c. SERIAL NUMBER, MAKE, MODEL AND DESCRIPTION OF VEHICLE;
 - d. SIGNED WAIVER OF LIABILITY BY APPLICANT RELEASING THE VILLAGE OF INA AND AGREEING TO INDEMNIFY AND THE VILLAGE HARMLESS FROM ANY AND ALL FUTURE CLAIMS RESULTING FROM ANY AND ALL CLAIMS RESULTING FROM THE OPERATION OF THEIR VEHICLE ON THE VILLAGE OF INA;
 - e. PHOTOCOPY OF APPLICABLE LIABILITY INSURANCE COVERAGE CARD SPECIFICALLY FOR THE VEHICLE TO BE OPERATED PURSUANT TO THE PERMIT.
 - f. SUCH OTHER INFORMATION AS THE VILLAGE MAY REQUIRE

NO PERMIT SHALL BE GRANTED UNLESS THE FOLLOWING CONDITIONS

ARE MET:

- A. THE VEHICLE MUST BE INSPECTED BY AN APPOINTED VILLAGE EMPLOYEE OR DESIGNATED BOARD MEMBER TO INSURE THAT THE VEHICLE IS IN COMPLIANCE WITH THIS ORDINANCE AND WITH THE STATE OF ILLINOIS MOTOR VEHICLE;
- B. 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.

THE VILLAGE MAY SUSPEND OR REVOKE A PERMIT GRANTED HEREUNDER UPON FINDING THAT THE HOLDER THEREOF HAS VIOLATED ANY PROVISION OF THE ORDINANCE OR THERE IS EVIDENCE THAT PERMITTEE CANNOT SAFELY OPERATE A QUALIFIED "NEIGHBORHOOD VEHICLE" ON THE DESIGNATED ROADWAYS.

VIOLATIONS:

- A. ANY PERSON WHO VIOLATES ANY PROVISIONS OF THIS ORDINANCE SHALL BE GUILTY OF A PETTY MISDEMEANOR AND SHALL BE PUNISHED BY A FINE OF \$75.00 FOR EACH OFFENSE;
- B. ANY SECOND OR SUBSEQUENT OFFENSE SHALL RESULT IN THE REVOCATION OF THE PERMIT FOR A PERIOD OF NOT LESS THAN ONE (1) NOR MORE THAN FIVE (5) YEARS;
- C. ANY VIOLATION OF THIS ORDINANCE THAT ALSO CONSTITUTES A VIOLATION OF A CRIMINAL STATUTE OF THE STATE OF ILLINOIS WILL SUBJECT THE VIOLATOR TO CRIMINAL PROSECUTION.

MISCELLANEOUS

- A. IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION DECLARES ANY PARTICULAR PROVISION OF THIS ORDINANCE TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL BE CONSTRUED TO BE VALID AND ENFORCEABLE. THE INVALIDITY OF ANY PART OF THIS ORDINANCE SHALL NOT AFFECT ANY PARTS THEREOF;
- B. THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE AND APPROVAL AS PROVIDED BY LAW;
- C. ANY ORDINANCE OR PORTION THEREOF, OF THE VILLAGE OF INA WHICH IS CONTRARY TO THIS ORDINANCE SHALL BE DEEMED TO BE REPEALED;
- D. THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND LEGALITY VERIFIED BY VILLAGE LAWYER, AND PUBLICATION IN THE MANNER PROVIDED BY STATUTE.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INA, ILLINOIS
THIS 6th DAY OF June, 2011.

APPROVED: _____

Andy Hutchens

MAYOR

ATTEST: _____

Mary Beth Rowles

VILLAGE CLERK

APPLICATION FOR USE OF GOLF CART AND FOUR WHEEL TYPE VEHICLE

Owners Name _____
Physical Address _____
Mailing Address _____
Phone # _____ Drivers License _____

Make of Golf Cart or Four Wheel Type Vehicle _____
Model _____ Serial # _____ Color _____
Description of Vehicle _____
Insurance Agent _____
Address _____ Phone # _____

Initial application fee \$40.00 _____ Annual renewal fee due July 1st \$20.00 _____
Date Paid _____

MAKE COPY OF DRIVERS LICENSE AND INSURANCE CARD

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

This is a legally binding UNCONDITIONAL AND FULL TO GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND CONVENANT NOT TO SUE made by me, _____ (hereinafter referred to as OPERATOR) to VILLAGE OF INA (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 FOUR WHEEL TYPE VEHICLE ON VILLAGE STREETS OF INA. THE FOLLOWING IS A DESCRIPTION AND OR EXAMPLE OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY; MY INJURY OR ANY OTHERS INJURY, DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS, MY DEATH OR THE DEATH OF OTHERS.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF OPERATORS USE OF A GOLF CART OR A FOUR WHEEL TYPE 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 DEATH, RESULTING FROM ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF THIS GOLF CART OR FOUR WHEEL TYPE VEHICLE ON VILLAGE STREETS.

I understand that the village has an ordinance governing the use of qualified golf carts and four wheel type vehicles on village streets and hereby agree to conform with 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 four wheel type 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 the return for the opportunity to operate a golf cart or four wheel type vehicle on the village streets. I release the village (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 problem, 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 costs.

I understand that this release means I am giving up, among other things, the right to sue the village, its 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 AGREE TO BE LEGALLY BOUND BY IT.

OPERATOR'S SIGNATURE

DATE

WITNESS

DATE