

ORDINANCE NO. 1-08

**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 CITY OF SESSER, ILLINOIS**

WHEREAS, the **City of Sesser** 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 City of Sesser: and

WHEREAS, the **Illinois Vehicle Code Section 625 ILCS 5/11-1428(e)** 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:

WHEREAS, the **City of Sesser** 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 **625ILCS 5/11-1428 (e) and 625 ILCS 5/11-1426.1 (d)**, has determined the qualified golf carts and utility-terrain vehicles, as defined herein, may safely operate on the streets within the jurisdiction of the city.

WHEREAS, the **City of Sesser** shall 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 CITY COUNCIL CITY OF SESSER, ILLINOIS, AS FOLLOWS:

A. Golf carts and utility-terrain vehicles (not intended for 4 wheelers), as defined and qualified herein shall be allowed on city 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 m.p.h) 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 a 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 of more than **15 miles per hour** but not more than **25 miles per hour** and which conforms to the federal regulations under **Title 49 C.F.R. Part 571.500**

3. **"City Streets"** means any of the streets within the boundaries of the **City of Sesser**.

C. Requirements:

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

1. Proof of **current liability insurance**.
2. Must be certified with the **city** and have the vehicles certified with the **city** by inspection by the **Chief of Police or designated representative**.
3. Must comply with the published **"Rules Concerning Alternate Transportation For the City of Sesser"** as periodically updated.
4. Must have **city decal** on the rear of the vehicle.
5. Must have current, valid **Illinois drivers license**.
6. 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 **65 ILCS5/11-1428 or the Illinois Vehicle Code**.
7. Utility-terrain Vehicles must be equipped as follows:
 - a. **Brakes and Brakes Lights;**
 - b. **Turn Signals on the front and rear;**
 - c. **A steering wheel apparatus;**
 - d. **Tires;**
 - e. **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 ILCS 5/11-1426 or the Illinois Vehicle Code**

8. Must obey all traffic laws of the **State of Illinois** and the **City of Sesser**.

9. Must be **21 years** of age

10. Must be **operated only** on city streets, except where prohibited

11. May not be operated of **US Highway 154 or 148** except to cross highway at any intersection.

12. Must not be operated in excess of posted speed limit and, with respect to utility-terrain vehicles, may not exceed **25 miles per hour**.

13. 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)**

14. Golf carts and utility-vehicle shall not be operated on **sidewalks** or in **village parks other than parking areas**.

15. Golf carts and utility-terrain vehicles may not be operated on **streets and highways and roads under the jurisdiction of Illinois Department of Transportation (US Highway 154 and US Highway 148)**

D. PERMITS:

1. No person shall operate a qualified golf cart or utility-terrain vehicle without first obtaining a permit from city clerk 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 to be verified by the Police Department when obtaining or renewing a permit.

2. Every application for a permit shall be made on a form supplied by the **city** and shall contain the following:

a. Name and address of **applicant**;

- b. Name and Liability **insurance carrier**;
- c. The **serial number, make, model and description of golf cart or utility-terrain vehicle**;
- d. **Signed Waiver of Liability** by applicant releasing the **City of Sesser** and agreeing to indemnify and hold the **city** harmless from any and all future claims resulting from any and all future claims resulting from the operation of their golf cart or utility terrain vehicle on the **City of Sesser** streets;
- 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 **city** may require.

3. No permit shall be granted unless the following conditions are met:

- a. The vehicle must be inspected by the **City Chief of Police (or designee)** to insure that the vehicle is safe to operate on city streets and is in compliance with this **ordinance** and with the **State of Illinois Motor Vehicle Code**;
- b. A physically handicapped applicant must be **submit a certificate signed by a physician** certifying that the applicant is able to safely operate a qualified golf cart or utility-terrain vehicle on city 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 **city** may **suspend or revoke 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

E. VIOLATIONS:

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**. 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 of thereof, of the **City of Sesser** which is contrary to this ordinance shall be deemed to be repealed.

Adopted, Ordained and Approved this 3rd day of July, 2008



Ned Mitchell City of Sesser Mayor

ATTEST:


Marilyn Stacey, City Clerk

CERTIFICATION

I Marilyn Stacey, City Clerk of the City of Sesser, Franklin County, Illinois do hereby certify the foregoing Ordinance # 1-08 Is the true and correct original ordinance passed and approved by the Sesser City Council at the regular meeting duly convened on 7-3-08


Marilyn Stacey Sesser City Clerk

(SEAL)

**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 **City of Sesser** (hereinafter referred to as **CITY**).

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART OR UTILITY VEHICLE ON CITY STREETS OF SESSER. 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, DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE CITY 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 GOLF CART OR UTILITY-TERRAIN VEHICLE ON CITY STREETS

THE OPERATOR AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE CITY 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 CITY STREETS.

I understand that the city has an ordinance governing the use of qualified golf carts and utility-terrain vehicles on city streets and hereby to conform with all requirements of the city ordinance at all times. I have had the opportunity to read said ordinance and the "Rules Concerning Alternate Transportation for the City of Sesser" 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 city 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 city streets, I release the city (and city council, 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 city that there are no health-related reasons or problem which preclude or restrict my participation in this activity. I further assure the city 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 city 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 city, its city council, 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: _____ Date _____

_____ Date _____

Operator's Signature

Application for Use of Golf Cart and All-Terrain Vehicle

Owner's Name _____
Physical Address _____
Mailing Address _____
Phone # _____
Drivers License # _____

Make of Golf Cart-All-Terrain Vehicle _____
Model _____ Serial # _____
Color _____ Description of vehicle _____

Insurance Agent _____
Address _____
Phone # _____

MAKE COPY OF DRIVERS LICENSE & INSURANCE CARD

Application for Use of Golf Cart and All-Terrain Vehicle

Owner's Name _____
Physical Address _____
Mailing Address _____
Phone # _____
Drivers License # _____

Make of Golf Cart-All-Terrain Vehicle _____
Model _____ Serial # _____
Color _____ Description of vehicle _____

Insurance Agent _____
Address _____
Phone # _____

MAKE COPY OF DRIVERS LICENSE & INSURANCE CARD