

CHAPTER 76: GOLF CARTS

Section

- 76.01 Conditions
- 76.02 Definitions
- 76.03 Compliance
- 76.04 Permits
- 76.05 Miscellaneous

- 76.99 Penalty
- Appendix A: Forms

§ 76.01 CONDITIONS.

Golf carts, as defined and qualified herein, shall be allowed on city streets under the conditions as stated herein.

(Ord. 2009-3, passed 7-13-2009)

§ 76.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY STREETS. Any of the streets within the boundaries of the city.

GOLF CART. 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.

NEIGHBORHOOD VEHICLE. A vehicle specifically having a steering wheel and not capable of exceeding 25 mph.

(Ord. 2009-3, passed 7-13-2009; Ord. 2010-4, passed 6-14-2010)

§ 76.03 COMPLIANCE.

All persons wishing to operate a golf cart on the city streets must ensure compliance with the following requirements:

- (A) Must show proof of current liability insurance;
- (B) Must obtain city permit as specified in § 76.04;
- (C) Must display city decal on the rear of the vehicle;
- (D) Must have a current, valid Illinois driver's license and be over age 18;
- (E) Golf carts must be equipped as follows:
 - (1) Brakes and brake lights;

- (2) A steering wheel apparatus;
 - (3) Tires;
 - (4) Rearview mirror;
 - (5) Approved "slow moving vehicle" emblem on the rear of the vehicle (625 ILCS 5/12-709);
 - (6) Red reflector warning device in the front and a red reflector warning device in the rear;
 - (7) Headlights that emit a white light visible from a distance of 500 feet to the front, which must illuminate when in operation;
 - (8) Tail lamps that emit a red light visible from at least 100 feet from the rear which must be illuminated when in operation;
 - (9) Turn signals; and
 - (10) Any additional requirements which may be amended to 625 ILCS 5/11-1426.1 et seq., or any other provision of the State Vehicle Code.
- (F) Must obey all traffic laws of the state and the city;
- (G) Must be operated only on city streets, except where prohibited;
- (H) Must not operate on State Highway 17 (Fifth Street) or State Highway 26 (Prairie Street). Crossing will be prohibited from State Highway 26 (Prairie Street) west on State Highway 17 (Fifth Street) with the exception of the alley between Main Street and Marina Drive running north and south from Fourth Street to Seventh Street;
- (I) Vehicle must not be capable of exceeding 25 mph and must observe posted speed limits;
- (J) A person operating or who is in actual physical control of a golf cart as described herein on a roadway while under the influence is subject to 625 ILCS 5/11-500 through 5/11-502; and
- (K) Golf carts may not be operated on streets and highways and roads under the jurisdiction of the State Department of Transportation (State Highway 17 (Fifth Street) and State Highway 26 (Prairie Street)).

(Ord. 2009-3, passed 7-13-2009; Ord. 2010-4, passed 6-14-2010; Ord. 2012-8, passed 7-9-2012) Penalty, see § 76.99

§ 76.04 PERMITS.

- (A) No person shall operate a qualified golf cart without first obtaining a permit from the Chief of Police as provided herein.
- (1) Permits shall be granted for a period of one year.
 - (2) The cost of the permit is \$25. Proof of liability insurance coverage is to be provided to the Police Department when obtaining and renewing a permit.
 - (3) Vehicle must be inspected and approved by the Chief of Police or designated person.
- (B) Every application for a permit shall be made on a form supplied by the city and shall contain the following information:
- (1) Name and address of applicant;
 - (2) Name of liability insurance carrier and policy number;
 - (3) The serial number, make, model and description of golf cart;
 - (4) Signed waiver of liability by applicant releasing the city and its employees, and agreeing to indemnify and hold the city harmless from any and all future claims resulting from the operation of their golf cart on the city streets. A copy is attached in Appendix A;
 - (5) Photocopy of applicable liability insurance coverage card specifically for the vehicle to be operated pursuant to the permit;
 - (6) Photocopy of valid drivers license; and
 - (7) Such other information as the city may require.

(C) No permit shall be granted unless the following conditions are met:

(1) The vehicle must be inspected by the Chief of Police or designated person to ensure that the vehicle is safe to operate on city streets and is in compliance with this chapter and with the State Motor Vehicle Code;

(2) A physically handicapped applicant must submit a certificate signed by a physician, certifying that the applicant is able to safely operate a qualified golf cart on city streets; and

(3) The applicant must provide evidence of insurance in compliance with the provisions of the state statutes regarding minimum liability insurance for passenger motor vehicles to be operated on the roads of the state.

(D) The city may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any provision of this chapter or there is evidence that permittee cannot safely operate a qualified golf cart on the designated roadways.

(Ord. 2009-3, passed 7-13-2009) Penalty, see § 76.99

§ 76.05 MISCELLANEOUS.

(A) In the event that a court of competent jurisdiction declares any particular provision of this chapter to be invalid or unenforceable, the remaining provisions of this chapter shall be construed to be valid and enforceable. The invalidity of any part of this chapter shall not affect any other part or parts thereof.

(B) Any ordinance, or portion thereof, of the city which is contrary to this chapter shall be deemed to be repealed.

(Ord. 2009-3, passed 7-13-2009)

§ 76.99 PENALTY.

Any person who violates any provision of this chapter shall be guilty of a petty offense and shall be punished by a fine of \$75. Any second or subsequent offense shall result in the revocation of the permit for a period of not less than one, nor more than three years. To the extent that any violation of this chapter also constitutes a violation of a criminal statute of the state, then the violator shall also be subject to criminal prosecution.

(Ord. 2009-3, passed 7-13-2009)

APPENDIX A: FORMS

PERMIT NO.: _____

APPLICATION FOR GOLF CART PERMIT

CITY OF LACON

Applicant's Name: _____

Applicant's Address: _____

Applicant's Telephone No. Daytime () _____ Night time () _____

Applicant's Driver License No.: _____ State: _____

Applicant's Insurance Information: _____

Make of golf cart (Mfg): _____

Color of golf cart: _____ Model (Year): _____

Serial Number of golf cart: _____

I
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and
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Cart
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set
forth
by
the
City
of
Lacon
concerning
the
operation
of
a
golf
cart
within
the
City
limits.

Applicant's Signature Date

FOR CITY USE ONLY

Approved by: _____

Date: _____

**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 City of Lacon (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 ON CITY STREETS. 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 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 TO INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF THIS GOLF CART ON CITY STREETS.

I understand that the City has an Ordinance governing the use of qualified golf carts on City streets and hereby agree to conform with all requirements of the City 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 as well as all of the applicable traffic laws of the State of Illinois at all times when operating this golf cart on City Streets.

I, THEREFORE, AGREE TO ASSUME AND TAKE ON MYSELF ALL OF THE RISKS AND RESPONSIBILITIES IN ANYWAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND RETURN FOR THE OPPORTUNITY TO OPERATE A GOLF CART ON CITY STREETS, I RELEASE THE CITY (AND THE 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 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 ANY ACTS OR FAILURES 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 problems 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, 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 assignee, as well as myself.

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

WITNESS: _____

Applicant's Signature

Date
