

ORDINANCE #2019-4-3

AN ORDINANCE CONCERNING THE OPERATION OF OFF-ROAD VEHICLES (ORVs)

The VILLAGE OF AVISTON ordains:

That Section 6-7-11 (Operation of Off-Road Vehicles) be added to Chapter 6 of the Aviston Code Book of Ordinances as follows:

6-7-1 DEFINITIONS.

For purposes of this subchapter, 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 Village of Aviston.

GOLF CART. A golf cart is allowed if it follows all of the specifications outlined in this ordinance.

ALL-TERRAIN VEHICLE. Any motorized off-highway device designed to travel primarily off-highway, 50 inches or less in width, having a manufacturer's dry weight of 1,500 pounds or less, traveling on 4 wheels, designed with a seat or saddle for operator use, and handlebars or steering apparatus for steering control, except equipment such as lawnmowers.

6-7-2 SLOW-MOVING VEHICLE REQUIREMENTS.

All persons wishing to operate an allowed non-highway vehicle on city streets must ensure compliance with the following requirements:

- (A) Proof of current mandatory liability insurance as required by Article VI of the Illinois Vehicle Code.
- (B) Must display city decal on rear of the vehicle.
- (C) Must have current, valid Illinois driver's license and be 18 years or older.
- (D) Golf carts and recreational off-highway vehicles must be equipped as follows:
 - (1) Brakes and brake lights;
 - (2) Turn signals on the front and rear;
 - (3) A steering apparatus;
 - (4) Rubber Tires;
 - (5) Rearview mirror – each side or one interior;
 - (6) Approved "Slow Moving Vehicle" emblem on the rear of the vehicle; (625 ILCS 5/12-709)
 - (7) Headlight that emits a white light visible from a distance of 500 feet to the front which must be illuminated when in operation on Aviston Village streets;
 - (8) Tail lamp that emits a red light visible from at least 100 feet from the rear which must be illuminated when in operation on Aviston Village streets;
 - (9) Red reflectorized warning devices in the front and rear;
 - (10) Any additional requirements which may be amended to 625 ILCS 5/11-1426.1 or the Illinois Motor Vehicle Code;
- (E) All non-highway vehicles operated on municipal streets must have headlamps illuminated at all times while operated on city streets.
- (F) Must obey all traffic laws of the State of Illinois and the Village of Aviston.
- (G) Must be operated only on village streets.
- (H) A person operating or who is in actual physical control of any allowed non-highway vehicle, as

described herein, on a roadway shall not operate such vehicle while under the influence and shall be subject to 625 ILCS 5/11-500 through 11-502.

- (I) Allowed non-highway vehicles shall not be operated on sidewalks, city parks, or lawns other than parking areas.
- (J) Allowed non-highway vehicles shall not be operated on New US Route 50, Old US Highway 50 and Clinton County Highway 8 (Aviston-Albers Road).

6-7-3 ALL TERRAIN VEHICLES.

All persons wishing to operate an allowed All-Terrain vehicle on the streets of Aviston must ensure compliance with the following requirements:

- (A) Proof of current mandatory insurance as required in Article VI of the Illinois Vehicle Code.
- (B) Must display Village decal on the rear of the vehicle.
- (C) Must have current, valid Illinois driver's license and be 18 years of age or older.
- (D) All-Terrain vehicles must be equipped as follows:
 - 1. Brakes and brake lights;
 - 2. A steering apparatus;
 - 3. Rubber tires;
 - 4. Rearview mirror – of each side of the interior;
 - 5. Headlights that emit a white light visible from a distance of 500 feet to the front, which must illuminate when in operation on an Aviston Village street;
 - 6. Tail lamp that emits a red light visible from at least 100 feet from the rear which must be illuminated when in operation on an Aviston Village street.

6-7-4 PERMITS.

- (A) No person shall operate a qualified golf cart or recreation off-highway vehicle without first obtaining a permit from the Village Clerk as provided herein. Permits shall be granted annually, effective Jun1 through May 31. The cost of the permit is \$35. Insurance coverage and valid driver's license shall be verified when obtaining and renewing a permit.
- (B) Every application for a permit shall be made on a form supplied by the Village and shall contain the following information:
 - 1. Name and address of applicant;
 - 2. Name and liability insurance carrier;
 - 3. Valid driver's license number;
 - 4. The serial number, make, model and description of golf cart or recreational off-highway vehicle;
 - 5. Signed waiver of liability by applicant releasing the Village and agreeing to indemnify and hold the Village harmless from any and all future claims resulting from the operation of their golf cart or recreational off-highway vehicle on the Village streets;
 - 6. Photocopy of applicable liability insurance coverage card or insurance form completed by insurance agent specifically for the vehicle to be operated pursuant to the permit;
 - 7. Such other information as the Village may require.
- (C) No permit shall be granted unless the following conditions are met:
 - 1. A physically handicapped applicant must submit a certificate signed by the physician, certifying that the applicant is able to safely operate a qualified golf cart or recreational off-highway vehicle on Village streets;
 - 2. The applicant must provide evidence of insurance in compliance with the provisions of the Illinois Statutes regarding minimum liability insurance for passenger motor vehicles to be operated on the roads of the State of Illinois;

3. The Village may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any provision of this subchapter or there is evidence that permittee cannot safely operate a qualified golf cart or recreational off-highway vehicle on the designated roadways;
4. All drivers must carry their insurance card and driver's license.

6-7-5 VIOLATIONS.

Any person who violates any provision of this subchapter shall be guilty of a petty offense and shall be punished by a fine of \$75. Any second or subsequent offense could 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 the subchapter also constitutes a violation of a criminal statute of the State of Illinois, then the violator shall also be subject to criminal prosecution and permanent revocation. Failure to pay a fine within 30 days will result in revocation of your permit.

This ordinance shall take effect and be in force on June 1, 2019.

A motion to approve this ordinance was made by Randy Peek, second by Mike Kampwerth. Motion carried by roll call vote as follows:

Ayes: M. Kampwerth, R. Peek, G. Litteken, D. Haukap

Nays:

Absent:

Abstain: L. Harper, K. Schmitz, K. Eversgerd

Passed and approved this 1st day of April, 2019.

Dale Haukap
Village President

ATTEST:

Jennifer Jansen
Village Clerk

UNCONDITIONAL AND FULL 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 Aviston (hereinafter referred to as the Village).

I fully recognize that there are dangers and risks to which I may be exposed to by operating a Golf Cart or All-Terrain vehicle on village streets. The following are descriptions 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 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 golf cart or all-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 to injury, damage, loss including death, resulting from or arising out of, or occurring in connection with my use of this golf cart or all-terrain vehicle on village streets.

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

I, therefore, agree to assume and take upon myself all of 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 all-terrain vehicle on Village streets, I release the Village (and the Village Trustees, Village President, 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 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 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 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, right to sue the Village, its Village Trustees, Village President, 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:

Witness:

Operator's Signature:

Date: _____