

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Date of City Council Meeting: **06 January 2009 Work Meeting**

Short Title: **Concept for Miniature Railroad in Canyon Meadows Park**

Initiated By: **Staff**

Scheduled Time: **5:45 p.m.**

RECOMMENDATION

Review Railroad Club's proposal and decide if council is supportive of incorporating a miniature railroad into the Canyon Meadows Park Master Plan.

BACKGROUND

John Grubb approached the mayor and city staff asking what we thought about incorporating a 1" scale miniature rail system within the Canyon Meadows Park. John is a member of several rail clubs and he and others are working to create a new non-profit railroad club in South Weber.

The idea would be to enter into an agreement with the club that would allow them to install and run the 1" rail system throughout the park. The club would agree to operate the trains on certain days of the month free of charge to visitors. The rail system would be a great way to connect the active part of the park (ball diamonds, play ground) with the passive part of the part (tennis, historical park).

John Grubb and Scott Stowell will be attending the work meeting to review the attached powerpoint presentation and to explain in greater detail how they envision this working. If the council is agreeable to this conceptually, staff will work with the club and GSBS to incorporate a rail system throughout the park. The plan would then come back to the council for review and eventually adoption.

Staff has talked with ULGT regarding how this project may affect the city's liability insurance, etc. The Trust has committed to have this information back to staff before Tuesday's meeting.

Bringing a Minature Railroad to the City of South Weber

Scott Stowell
John Grubb

Train Meet_{MLS}



Operations - Switching^{MLS}



About 1.5 inch Scale Railroads

- Scale is 1.5", 1.7", and 2" (larger scales on the same track is Narrow Gauge)
- Railheads are 7.5 inches apart
- Rail can be aluminum or steel
- Cars are 8' to 10' long and around 200 pounds
- Locomotives can be gas, electric, or steam
- Locomotives weigh 300 to 2000 pounds
- Club members build their own equipment

Narrow Gauge™



Live Steam_{MLS}



What the Hobby Brings to the City

- A very family friendly hobby, something the whole family can do
- An attraction no other city in Utah has at this time
- A hobby which includes many “sub-hobbies”
 - Train building – Locomotives and cars
 - Miniature scale buildings – Houses and Businesses
 - Track laying – Building switches and laying track
 - Electronics – Building the signaling system and crossing guards
 - Software – Controlling the Signal system and controlling traffic on the Railroad
- Club is open to all people with or without equipment

All Kids Can Ride Young and Old_{MLS}



What's needed to Lay Track

- Rail
- Ties (Treated or Plastic Lumber)
- Road base and $\frac{3}{4}$ inch crushed rock
- 3 to 4 foot paths for single track
- 6 to 7 foot paths for dual track (sidings)
- Equipment to move and level the tracks paths (Bobcat)
- PVC electrical pipe buried under track
- People to lay the track (Club)
- People to maintain the track (Club)

Winter Track Clearing™



Winter Operations™



What the Club Will do

- Provide rides to the general public two weekends a month (weather permitting)
- Hold one or two meets a year (brings people in from out of town)
- Future
 - Halloween Train
 - Christmas Train
 - Other Special Trains
 - Scouting day(s) Boys and Girls
 - Food Drives (Bring canned food get a ride)
 - Local school events
 - Birthday parties
- Maintain the track in a safe condition
- Ensure all engineers and conductors have the proper safety and operational training

Scouting_{MLS}



Passenger Loading Area_{MLS}



Moving Track Panels™



Questions

Picture ID

- MLS
- Maricopa Live Steamers near Phoenix, AZ
 - www.maricopalivesteamers.com
- TM
- Train Mountain – Chiloquin, OR
 - www.trainmountain.org

Bylaws of the South Weber Model Railroad Club

Initially Adopted 13 Dec 2008

Mission Statement

The purpose of the South Weber Model Railroad Club (SWMRRC) is to preserve the heritage of railroading by establishing, operating and maintaining facilities for the free use and enjoyment of the public using scale model railroad equipment.

ARTICLE I

These bylaws, as adopted by a vote of the Board of Directors (BoD) and ratified by the general membership on the date shown above shall supersede any other act or action taken at an earlier date.

ARTICLE II

Section 1: Membership shall be available to anyone regardless of ethnic origin, creed, economic standing, or gender. Each member shall accept the rules, regulations, and codes as adopted by the corporation, hereinafter referred to as the SWMRRC. The BoD reserves the right to reject membership for cause. The BoD shall advise the membership of any such rejection. Any person convicted of sexual abuse of a child or an adult shall not be allowed to be a member.

Section 2: Classification of membership shall be as follows.

A. **REGULAR MEMBER** is anyone who has reached the age of 18 years and has paid the required dues. The Dues shall be \$20.00 per year (13 Dec 08). Dues may be waived at the discretion of the BoD.

RIGHTS:

1. To vote
2. To be elected to a SWMRRC) office or the BoD after one year

PRIVILEGES:

1. Access to SWMRRC facilities and activities
2. Access to SWMRRC rolling stock
3. Access to SWMRRC locomotives when the appropriate fees have been paid

RESPONSIBILITIES:

1. Abide by all SWMRRC rules and regulations
2. Supervise actions of family members and guests
3. Assist with SWMRRC requirements for operation and/or maintenance
4. Insure the public's safety while on the railroad

B. **SPOUSE MEMBER** is anyone whose spouse is a member of the SWMRRC and has paid the required dues. A spouse member has the same rights, privileges, and responsibilities as the spouse's sponsor. Spouse members whose espousal has terminated may retain their spouse member status until the next membership renewal date. The Dues shall be \$10.00 per year (13 Dec 08). Dues may be waived at the discretion of the BoD.

C. **JUNIOR MEMBER** is anyone who is under the age of 18 years or is a continuing high school student and who has paid the required dues. A junior member has all the privileges and responsibilities of regular membership but may not vote or hold office. The Dues shall be \$10.00 per year (13 Dec 08).. Dues may be waived at the discretion of the BoD.

Operating rules to come . . .

D. SUPPORTING MEMBER is anyone who accepts this status when offered by the BoD. This classification is for rewarding deserving individuals with a more economical membership. A supporting membership has all the privileges of the regular membership but may not vote or hold office.

E. HONORARY MEMBER is anyone who is bestowed such status by the BoD or general membership. Such members shall not carry with it any SWMRRC rights, privileges or responsibilities.

Section 3: SELF DISCIPLINE is expected by all members of SWMRRC. Harassment will not be tolerated. It should be noted that only the President, the Safety Committee or the BoD has the authority to reprimand members for misconduct or rules violations. Any incidents are to be presented in writing to one of the club officers within seven days of the incident. All disciplinary actions shall be done in a private area away from the general membership or other non-members.

A. PHYSICAL AGGRESSION will not be tolerated within SWMRRC. Any individual making initial contact with any other individual during any altercation will result in the immediate membership termination of the individual making the initial physical contact. If there is mutual physical contact and it cannot be ascertained who initiated the physical contact, then all individuals involved will have their memberships terminated. This does not preclude any member's right to physically defend themselves, but any such action should be to the minimum extent necessary. Implementation of the member termination is to be by a majority vote of the BoD members present at a lawfully held BoD meeting convened by the SWMRRC President.

B. USE OF PROFANITY is discouraged within SWMRRC. This is in keeping with the SWMRRC intention of being a family type organization. Any allegation of objectionable profanity is to be presented in writing to the SWMRRC president within 7 days of the incident. If the president concurs then the president and another officer or BoD member will conduct a verbal discussion with the member concerning the objectionable language. The date of the incident is to be noted and entered into a log book for record. Information shall include date, time location and person filing the report.

IF A SECOND PROFANITY INCIDENT occurs within one year (365 days) the President of SWMRRC is to convene a BoD meeting. If the allegation is upheld by a majority vote of the BoD members present, the member is to be given a written reprimand.

IF ANOTHER PROFANITY INCIDENT occurs within one year (365 days) of the written reprimand the SWMRRC president is to convene a BoD meeting. If the allegation is upheld by a majority vote of the BoD members present, the member is to be suspended from all SWMRRC activities and usage of SWMRRC facilities for a period of time to be determined by the president and the BoD members present. Disciplinary action can include termination of membership in extreme cases.

C. USE OF ALCOHOL AND ILLEGAL DRUGS is not allowed while on the city property. No member shall operate a train or function in any capacity (i.e. Conductor, Inspector) while under the influence of alcohol or illegal drugs. If a member is found operating or participating in any official club capacity while under the influence the member shall be asked to leave the city property and the BoD shall determine what actions to take against the member. This action can be temporary suspension or full termination of membership. In all cases the date of the incident is to be noted and entered into a log book for record. Information shall include date and person filing the report.

D. MEMBERSHIP TEMPORARY SUSPENSION OR TERMINATION from all SWMRRRC activities may be imposed on any member for good and sufficient reason, i.e. not adhering to the Operating Rules, codes of conduct, bylaws or other practices of the club. Any incident or motion that could result in a membership temporary suspension or termination is to be presented initially to a lawfully held BoD meeting. Subsequently, the incident or motion may be presented to the membership at a lawfully held general membership meeting. A majority vote by the BoD members present at the BoD meeting or a majority vote of the eligible voting members present at the general membership meeting is required for a temporary suspension or termination of membership. Temporary suspension is to be specified for a period not to exceed one year. An individual with a suspended or terminated membership may have access to his equipment so long as the individual is accompanied by a club officer or member of the BoD while on club property. The suspended or terminated member shall remove all of his/her equipment from club facilities as soon as possible but not to exceed two (2) weeks. If any equipment is left in the club facilities past the two weeks the president and the BoD shall determine where to move the equipment. An extension may be granted at the discretion of the president and BoD. Upon termination or temporary suspension all dues and fees shall be forfeited unless the appeal process reverses the decision.

E. APPEAL OF THE BoD DECISION regarding a membership termination or temporary suspension may be presented at a lawfully held general membership meeting. A majority vote by the eligible voting members present is required for a membership termination or temporary suspension reversal. If a termination or temporary suspension is upheld all dues and fees shall be forfeited.

F. REQUEST FOR REINSTATEMENT OF A TERMINATED MEMBERSHIP must be made in writing and presented to a lawfully held BoD meeting. Reinstatement shall not be considered for a period of one year (365 days) from termination date. A reinstated member shall be considered a new member and must pay all dues and fees. After the one year (365 days) the reinstatement shall be brought before a lawfully held meeting of the general membership where a majority vote shall be required to reinstate the terminated member. If the terminated member is reinstated he/she shall be on a 1 year (365days) probationary period. The reinstated member has no voting privileges or club keys during this period or be allowed to leave any of their equipment on club property. The reinstated member shall not be allowed to enter the club property or facilities if no other regular members are present. If a reinstated member breaks any of these rules the reinstated member shall be terminated immediately and can never be reinstated as any type of club member. Any member terminated two (2) time shall not be eligible to join the club as ay time on member and are not allowed on club property.

ARTICLE III

Section 1: DUES AND FEES shall be approved at a regular meeting of the general membership.

Section 2: DUES ARE DUE the first day of January for each succeeding year. Any member failing to pay dues by the last day of March shall be dropped from the rolls. Once a member is dropped from the roles if the member wishes to become a regular member he/she shall be considered a new member. The BoD may waive this requirement for special cases.

Section 3: EXTENSION OF TIME may be granted to any member who is unable to pay the Established dues within the time required provided an appeal is presented to the BoD either in person or in writing.

Section 4: Dues may be suspended by a majority vote of the BoD if voted on and approved by a majority vote during a lawful meeting of the BoD

ARTICLE IV

Section 1: ELECTED OFFICERS shall consist of the President, Vice President, Secretary and Treasurer who shall constitute the executive committee. The offices of Secretary and Treasurer may be filled by one individual. Elected officers shall serve on the BoD and shall be regular members. Any officer or director shall have been a regular member of the SWMRRC for at least one year prior to holding office except in the case of starting the club.

Section 2: ELECTION OF OFFICERS shall take place concurrently with the election of the BoD. Elections are to be held at the November General Membership Meeting. Election shall be by a majority of the votes cast, plus proxies. The officers and BoD so elected shall assume office on 1 January following the election. The term of office shall be one year.

Section 3: The BOARD of DIRECTORS shall consist of:

A. The executive committee: the elected officials as specified in ARTICLE IV Section 1 herein

B. The operations committee: the Chief Boiler Inspector, the Superintendents of Construction, Operations, Maintenance of Way and Signals all of whom shall be appointed by the executive committee. These appointments shall be approved by a majority vote at a regular general membership meeting.

C. Three "at large" directors elected annually by the general membership. Individuals with the most affirmative votes shall be elected to these positions.

D. All outgoing executive committee members for the year immediately after their having left office.

E. The BoD may authorize expenditures of not more than Seven Hundred Fifty Dollars (\$750) per occurrence without prior general membership approval and the President may approve expenditures of not more than \$200 per occurrence without prior general membership or BoD approval.

Section 4: SIZE OF THE BOARD shall not be less than 4 members or more than 25 members.

Section 5: RESIGNATION by any board member may be submitted to the BoD either verbally or in writing. Individuals may be appointed by the BoD to fill such vacancies shall serve only the unexpired portion of the term.

Section 6: IMPEACHMENT of an officer or a member of the BoD may be made by a majority of the closed ballots cast, cast by the eligible members present at a lawfully held general membership meeting, or by a petition signed by two-thirds of the eligible voting members and presented at a lawfully held general membership meeting.

Section 7: VOTING unless otherwise stated shall be by the eligible members present at a lawfully held meeting of the BoD or a lawfully held general membership meeting. Unless otherwise specified the chairman of any meeting may utilize voice votes, hand votes, standing votes or closed ballot votes. A quorum for the BoD shall consist of a majority of the legal members. A quorum for the general membership meeting shall consist of the members present.

ARTICLE V

PRESIDENT shall be the chief executive officer of the SWMRRRC and shall exercise general supervision over its properties and affairs. The President shall appoint SWMRRRC representatives as required and is the chair of all non-standing committees. The President shall preside at all functions of the SWMRRRC and shall be an official member of all committees. The President may authorize expenditures of not more than two hundred dollars (\$200) per occurrence without prior BoD or general membership approval.

ARTICLE VI

VICE PRESIDENT shall assume the responsibilities of the President should the President be unwilling or unable to do so. The Vice President shall assume other responsibilities as delegated by the President with full authority to act in these areas. The Vice President shall chair the safety committee and appoint the members of that committee. The Vice President shall be an official member of all other committees. The Vice President shall be responsible for ensuring that yearly train crew examinations are conducted.

ARTICLE VII

SECRETARY shall keep the minutes of all meetings of the SWMRRRC and such other records as the SWMRRRC shall require. The Secretary shall be responsible for all official correspondence of the SWMRRRC. The Secretary shall keep a log book of all incidents occurring at the track to include, but not limited to, accidents, profanity complaints, alcohol and drug use complaints, and any other events where a record of the event might be needed for later actions.

ARTICLE VIII

TREASURER shall have custody of SWMRRRC funds and shall disburse such funds as authorized. The Treasurer shall keep a detailed ledger and shall report the state of the finances as required. The Treasurer shall keep a running inventory of all SWMRRRC property with an estimated value thereof. The Treasurer shall administer all space rentals at SWMRRRC facilities.

ARTICLE IX

CHIEF BOILER INSPECTOR shall be responsible for ensuring that all boilers used at SWMRRRC facilities conform to SWMRRRC standards and for training/certifying other boiler inspectors as needed. If a Chief Boiler Inspector is not appointed then no Steam operation shall be permitted on the SWMRRRC tracks.

ARTICLE X

SUPERINTENDENT of CONSTRUCTION shall be responsible for coordinating the different skills necessary for the construction of approved projects and shall also aid in coordinating maintenance projects that may be necessary for the safe, efficient operation of the railroad.

ARTICLE XI

SUPERINTENDENT of OPERATIONS shall be responsible for ensuring that SWMRRRC equipment and other equipment under SWMRRRC control are in satisfactory operating condition and shall be responsible for maintaining SWMRRRC equipment. The Superintendent of Operations shall also be responsible for the staff involved in operating public carrying trains at SWMRRRC facilities to include engineer/conductor training/certification and any accompanying test. The Superintendent of Operations shall enforce all recommendations from the Safety Committee as to condition of equipment and track.

ARTICLE XII

SUPERINTENDENT of MAINTENANCE of WAY (MoW) shall be responsible for ensuring that right of way and other areas under SWMRRC control are in satisfactory operating condition. The Superintendent of MoW shall enforce all recommendations from the Safety Committee as to condition of equipment and track.

ARTICLE XIII

SUPERINTENDENT of SIGNALS shall be responsible for ensuring that the signal system is in satisfactory operating condition, the designing and installing approved signal projects, and ensuring that system changes are communicated to the membership. The Superintendent of Signals shall also be responsible for dispatcher training/certification.

ARTICLE XIV

The SAFETY COMMITTEE shall exist at all times and shall have not less than three (3) or more than five (5) members one of whom shall be the Chief Boiler Inspector. If no Chief Boiler Inspector has been appointed the Safety Committee does not have the authority to allow steam operations. Decisions by this committee shall be binding on all members of the SWMRRC, guests, and others who shall be present. Any matter of safety in any area at a SWMRRC facility shall fall under the jurisdiction of this committee. Any member of the committee may halt or prevent the operation of any equipment for cause. A decision of such member may be appealed to the Safety Committee for review. The SWMRRC shall provide the members of this committee with some visible method of identification, e.g., armband or badge. In matters of safety no other committee shall override the safety Committees decisions. If a Safety Committee decision is in question it shall be brought before the BoD in writing during a lawful meeting of the board for review. If the BoD finds the Safety Committees decision to be questionable the matter will be brought before the full membership at a lawful meeting to be discussed and voted on. If and only if the general membership reverses the Safety Committees decision by a majority vote, can the decision be reversed or rescinded.

ARTICLE XV

AUDIT COMMITTEE shall be appointed each January and shall consist of not less than three (3) members. This committee shall audit the SWMRRC financial records and equipment inventory for the preceding calendar year. The Treasurer for the period being audited shall not be a member of the committee but shall be present. The results are to be reported at the April general membership meeting. The Audit Committee shall be comprised of at least 2 non-elected members randomly selected by any means agreed upon by the membership, (i. e. all names in a hat, straws, ect.).

ARTICLE XVI

AGREEMENTS OR COMMITMENTS concerning the SWMRRC shall not be made by any member or group of members without specific prior approval of the BoD or the general membership.

ARTICLE XVII

Safety and Operating Rules and Other Rules, Guidelines, and Schedules as established and approved by a majority of the members present at a general membership meeting and shall have the force and authority of this Article of the By-Laws. Any revision and/or amendment of such Rules shall automatically become the Rules under this Article. Such changes shall be published in an official SWMRRC publication as soon as possible after their adoption. All changes shall be approved by the BoD and voted on by the general membership during a lawful meeting of the general membership

ARTICLE XVIII

CHANGE OR REVISIONS to the bylaws shall be presented at a lawfully held general membership meeting and adopted by a majority of the votes cast by members present at the next general membership meeting. Notification of such proposed action shall be published in an official SWMRRC publication prior to final action being taken.

RESOLUTION NO. 6760

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA, APPROVING AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE CHULA VISTA LIVE STEAMERS, INC. FOR THE CONSTRUCTION AND OPERATION OF A MODEL RAILROAD AT ROHR PARK AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

The City Council of the City of Chula Vista does hereby resolve as follows:

NOW, THEREFORE, BE IT RESOLVED that that certain agreement between THE CITY OF CHULA VISTA, a municipal corporation, and THE CHULA VISTA LIVE STEAMERS, INC., for the construction and operation of a model railroad at Rohr Park

dated the 27th day of February, 1973, a copy of which is attached hereto and incorporated herein, the same as though fully set forth herein be, and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor of the City of Chula Vista be, and he is hereby authorized and directed to execute said agreement for and on behalf of the City of Chula Vista.

Presented by

Approved as to form by

(s) E. Emerson Hall

(s) George D. Lindberg

E. Emerson Hall, Director of
Parks & Recreation

George D. Lindberg, City Attorney

ADOPTED AND APPROVED by the CITY COUNCIL of the CITY OF CHULA VISTA, CALIFORNIA, this 27th day of February, 1973, by the following vote, to-wit:

AYES: Councilmen Hyde, Hobel, Hamilton

NAYES: Councilmen Scott, Egdahl

ABSENT: Councilmen None

(s) Thomas D. Hamilton, Jr.

Mayor of the City of Chula Vista

ATTEST (s) Jennie M. Fulasz

City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF CHULA VISTA)

I, Jennie M. Fulasz, City Clerk of the City of Chula Vista, California, DO HEREBY CERTIFY that the above is a full, true and correct copy of Resolution No. 6760, and that the same has not been amended or repealed. DATED February 28, 1973

Jennie M. Fulasz
City Clerk

USE AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE
CHULA VISTA LIVE STEAMERS, INC. FOR THE OPERATION OF
THE LIVE STEAM RAILROAD - ROHR PARK

THIS AGREEMENT, made and entered into this 27th day of
February, 1973, by and between the CITY OF CHULA VISTA, a
municipal corporation hereinafter called "City", and the CHULA VISTA
LIVE STEAMERS, INC., hereinafter called "Live Steamers."

W I T N E S S E T H :

WHEREAS, Live Steamers, a non-profit corporation, proposes to
render advantageous and desirable services by and through its Model
Railroad Activities.

WHEREAS, it is the desire of the City to aid and assist the
Live Steamers in the development of this program; the same being con-
sistent with the City's recreation program.

WHEREAS, the City in review of their park development plans
have approved the concept of Live Steamers Use of Rohr Park.

NOW THEREFORE, in consideration of the mutual covenants and
conditions contained herein, the parties hereto agree as follows:

GENERAL PROVISIONS:

The City agrees to cooperate with the Live Steamers in pro-
viding the use of Rohr Park (Lower, Southwest corner of Rohr Park,
approximately 8 acres, 2546 Sweetwater Road) for the operation of
and phased development of the Live Steamers facilities. The presumption
upon which all sections of this agreement shall be interpreted is that
the City's programs and desires shall in all cases and at all times take
precedence over the Live Steamers' and that the Live Steamers shall use
the Rohr Park facilities during such periods and for such purposes as
the City may make the facility available. The City also agrees to
provide and pay for water and electricity as needed by the Live Steamers
and in addition will maintain the landscaping in and around the railroad
area.

It is further understood that the Live Steamers will be res-
ponsible for the construction and maintenance of track and other railroad
related facilities.

OPERATION

Scheduled run dates are formally established for the second
weekend of each month during the daylight hours.

SPECIAL PROVISIONS:

A. General Public

No charges of any kind shall be made to the public for entrance to the exhibit area or for riding on equipment in the exhibit area. Participation is dependent upon on full compliance with all safety regulations. Further, entrance to the exhibit area and participation in activities conducted therein shall be without regard to race, religion or national origin.

B. Rides

Members shall not be obligated in anyway to run an amusement park, nor furnish rides to the general public. However, Live Steamers may want to offer free rides on the trains they operate.

C. Posting

Appropriate signs delineating public safety regulations will be clearly posted.

Appropriate railroad signs will be installed by the Live Steamers ie., passenger loading, crossing signs, warning points, passenger area.

INDEMNITY CLAUSE:

Live Steamers shall save and hold City harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting in connection with its use of said park facility.

City shall save and hold Live Steamers harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting from or which may arise by reason of any dangerous or defective condition of City property, or by reason of a failure to maintain said park facility in a safe condition.

LIVE STEAMERS INSURANCE:

The Live Steamers agree to take out and maintain at its expense public liability insurance with an insurance carrier satisfactory to City to protect against the Live Steamers liabilities mentioned in the Indemnity Clause, and for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Live Steamers or any person acting for Live Steamers or under Live Steamers' control or direction, and also to protect against loss from liability for damages to any property of any person caused directly

or indirectly by or from acts or activities of any person acting for Live Steamers. Such insurance shall be maintained in full force and effect during the entire term of this agreement.

A copy of said certificate of insurance shall be sent to the office of City. Live Steamers agree that this agreement shall terminate, in the option of the City, upon the effective date of the cancellation, termination, or suspension of any or all of the insurance policies heretofore mentioned, unless before such effective date Live Steamers have acquired other insurance which, in the determination of the City, adequately replaces the canceled insurance.

CLOSURE OF FACILITY:

The City, after giving proper notice to the Live Steamers, shall reserve the right to temporarily close the park facility for reasons of health, safety or necessary repairs.

TERMINATION OF AGREEMENT:

The City or Live Steamers may terminate the provisions of this agreement upon 90 days written notice. Upon termination, the Live Steamers shall remove all equipment and fixtures and return the area to its natural state within a reasonable time, not to exceed 90 days following the date of the written notice of termination. Equipment or fixtures remaining on the premises after said notice shall revert to City ownership.

ARRANGEMENTS FOR USE OF FACILITIES:

The City's City Manager and the Live Steamers' President, or miscellaneous appointed representatives shall meet annually for the purpose of preparing a comprehensive schedule for the use of the City's park facility, consistent with the provisions of this agreement.

EFFECTIVE DATE:

The effective date of this agreement shall be February 27 ____, 1973.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove set forth.

THE CITY OF CHULA VISTA

Thomas Hamilton
Mayor of the City of Chula Vista

ATTEST Jennie M. Fulasz
City Clerk

Approved as to form by
George D. Lindberg
George D. Lindberg, City Attorney

CHULA VISTA LIVE STEAMERS, INC.

James W. Kiehl
President

Robert H. ...
Secretary

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RESOLUTION NO. 15656

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING FIRST AMENDMENT TO THE FACILITY USE AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE CHULA VISTA LIVE STEAMERS, INC. FOR THE OPERATION OF LIVE STEAM RAILROAD AT ROHR PARK, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

The City Council of the City of Chula Vista does hereby resolve as follows:

WHEREAS, at the May 1 Council meeting, Mr. Ace Wischstadt, Business Manager for the Chula Vista Live Steamers, made a request to Council for assistance regarding the insurance premium for their railroad operation at Rohr Park, and

WHEREAS, the City requires the Club to provide \$1 million of general liability insurance with the City named as an additional insured, and

WHEREAS, the Club was informed by their insurance broker that the cost of renewing their insurance policy would rise from \$450 annually to approximately \$2,500 and since the club is a volunteer organization, the new premium would severely impact the ability of the Club to meet this obligation, and

WHEREAS, some of the options discussed at the meeting included: (1) reduction of the amount of liability insurance required; (2) fund-raising activities to raise necessary funds; (3) amending agreement to allow for a nominal fee charge for riders, and


WHEREAS, Council directed staff to return with an amended agreement which would allow the Live Steamers to charge for riders and require the fee be approved by the Director of Parks and Recreation and an annual financial report of revenues generated from the charges submitted to the City.

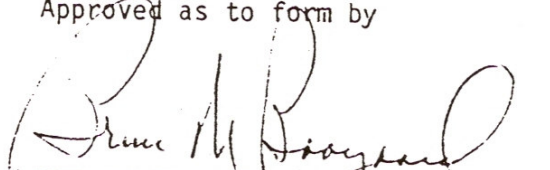
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chula Vista does hereby approve the First Amendment to the Facility Use Agreement between the City of Chula Vista and the Chula Vista Live Steamers, Inc. for the operation of Live Steam Railroad at Rohr Park, a copy of which is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the Mayor of the City of Chula Vista be, and he is hereby authorized and directed to execute said Amendment for and on behalf of the City.

Presented by

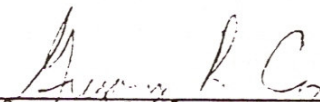
Approved as to form by


Jerry Foncerrada, Acting
Director of Parks and Recreation


Bruce M. Boogaard
City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 5th day of June, 1990 by the following vote:

AYES:	Councilmembers:	Malcolm, Moore, Nader, Cox
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	McCandliss
ABSTAIN:	Councilmembers:	None



 Gregory R. Cox, Mayor

ATTEST:



 Beverly A. Authelet, City Clerk

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) ss.
 CITY OF CHULA VISTA)

I, Beverly A. Authelet, City Clerk of the City of Chula Vista, California, do hereby certify that the foregoing Resolution No. 15656 was duly passed, approved, and adopted by the City Council of the City of Chula Vista, California, at a regular meeting of said City Council held on the 5th day of June, 1990.

Executed this 5th day of June, 1990.



 Beverly A. Authelet, City Clerk

SPECIAL PROVISIONS:

A. General Public

Minimum charges with the approval of the Director of Parks and Recreation may be made to the public for entrance to the exhibit area or for riding on equipment in the exhibit area for the purpose of generating funds for meeting insurance expenses. Participation is dependent upon full compliance with all safety regulations. Further, entrance to the exhibit area and participation in activities conducted therein shall be without regard to race, religion or national origin.

B. Rides

Members shall not be obligated in any way to run an amusement park, nor furnish rides to the general public. However, Live Steamers may offer free rides on the trains they operate at their own volition.

C. Posting

Appropriate signs delineating public safety regulations will be clearly posted. Appropriate railroad signs will be installed by the Live Steamers i.e., passenger loading, crossing signs, warning points, passenger area.

D. Financial Report

Club will submit an annual report of revenues generated from the charges made for train rides.

HOLD HARMLESS AND INDEMNITY CLAUSE:

Live Steamers agrees to indemnify and hold harmless the City of Chula Vista against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors or omissions of the Live Steamers or any of its officers, agents, or employees.

LIVE STEAMERS INSURANCE

A. Live Steamer shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance covering all operations hereunder of Live Steamers, its agents and employees including but not limited to premises and automobile, with minimum coverage of One Million Dollars (\$1,000,000) combined single limits. Evidence of such coverage, in the form of a Certificate of Insurance, naming the City as an additional insured shall contain such endorsements regarding primary coverage and cross-liability protection and such other endorsements, riders, terms and conditions as meet with the approval of the City and be submitted to the Director of Parks and Recreation.

Said Policy or policies shall provide thirty (30) day written notice to the Director of Parks and Recreation of the City of Chula Vista of cancellation or material change.

CLOSURE OF FACILITY:

The City, after giving proper notice to the Live Steamers, shall reserve the right to temporarily close the park facility for reasons of health, safety or necessary repairs.

TERMINATION OF AGREEMENT:

The City or Live Steamers may terminate the provisions of this agreement upon 90 days written notice. Upon termination, the Live Steamers shall remove all equipment and fixtures and return the area to its natural state within a reasonable time, not to exceed 90 days following the date of the written notice of termination. Equipment or fixtures remaining on the premises after said notice shall revert to City ownership.

ARRANGEMENTS FOR USE OF FACILITIES:

The City's City Manager and the Live Steamers' President, or miscellaneous appointed representatives shall meet annually for the purpose of preparing a comprehensive schedule for the use of the City's park facility, consistent with the provisions of this agreement.

EFFECTIVE DATE:

The effective date of this agreement shall be June 5th, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove set forth.

THE CITY OF CHULA VISTA

Gregory L. Cox
Mayor of the City of Chula Vista

CHULA VISTA LIVE STEAMERS, INC.

E. E. Strickland
Business Manager

ATTEST Reverie A. Cuthbert
City Clerk

Approved as to form by
Bruce M. Simpson
City Attorney

WPC 1493R

422-3175
Ace

Bringing a Minature Railroad to the City of South Weber

Scott Stowell
John Grubb

Train Meet_{MLS}



Operations - Switching^{MLS}



About 1.5 inch Scale Railroads

- Scale is 1.5", 1.7", and 2" (larger scales on the same track is Narrow Gauge)
- Railheads are 7.5 inches apart
- Rail can be aluminum or steel
- Cars are 8' to 10' long and around 200 pounds
- Locomotives can be gas, electric, or steam
- Locomotives weigh 300 to 2000 pounds
- Club members build their own equipment

Narrow Gauge™



Live Steam_{MLS}



What the Hobby Brings to the City

- A very family friendly hobby, something the whole family can do
- An attraction no other city in Utah has at this time
- A hobby which includes many “sub-hobbies”
 - Train building – Locomotives and cars
 - Miniature scale buildings – Houses and Businesses
 - Track laying – Building switches and laying track
 - Electronics – Building the signaling system and crossing guards
 - Software – Controlling the Signal system and controlling traffic on the Railroad
- Club is open to all people with or without equipment

All Kids Can Ride Young and Old_{MLS}



What's needed to Lay Track

- Rail
- Ties (Treated or Plastic Lumber)
- Road base and $\frac{3}{4}$ inch crushed rock
- 3 to 4 foot paths for single track
- 6 to 7 foot paths for dual track (sidings)
- Equipment to move and level the tracks paths (Bobcat)
- PVC electrical pipe buried under track
- People to lay the track (Club)
- People to maintain the track (Club)

Winter Track Clearing™



Winter Operations™



What the Club Will do

- Provide rides to the general public two weekends a month (weather permitting)
- Hold one or two meets a year (brings people in from out of town)
- Future
 - Halloween Train
 - Christmas Train
 - Other Special Trains
 - Scouting day(s) Boys and Girls
 - Food Drives (Bring canned food get a ride)
 - Local school events
 - Birthday parties
- Maintain the track in a safe condition
- Ensure all engineers and conductors have the proper safety and operational training

Scouting_{MLS}



Passenger Loading Area

Area_{MLS}



Moving Track Panels™



Questions

Picture ID

- MLS
- Maricopa Live Steamers near Phoenix, AZ
 - www.maricopalivesteamers.com
- TM
- Train Mountain – Chiloquin, OR
 - www.trainmountain.org

Bylaws of the South Weber Model Railroad Club

Initially Adopted 13 Dec 2008

Mission Statement

The purpose of the South Weber Model Railroad Club (SWMRRC) is to preserve the heritage of railroading by establishing, operating and maintaining facilities for the free use and enjoyment of the public using scale model railroad equipment.

ARTICLE I

These bylaws, as adopted by a vote of the Board of Directors (BoD) and ratified by the general membership on the date shown above shall supersede any other act or action taken at an earlier date.

ARTICLE II

Section 1: Membership shall be available to anyone regardless of ethnic origin, creed, economic standing, or gender. Each member shall accept the rules, regulations, and codes as adopted by the corporation, hereinafter referred to as the SWMRRC. The BoD reserves the right to reject membership for cause. The BoD shall advise the membership of any such rejection. Any person convicted of sexual abuse of a child or an adult shall not be allowed to be a member.

Section 2: Classification of membership shall be as follows.

A. **REGULAR MEMBER** is anyone who has reached the age of 18 years and has paid the required dues. The Dues shall be \$20.00 per year (13 Dec 08). Dues may be waived at the discretion of the BoD.

RIGHTS:

1. To vote
2. To be elected to a SWMRRC) office or the BoD after one year

PRIVILEGES:

1. Access to SWMRRC facilities and activities
2. Access to SWMRRC rolling stock
3. Access to SWMRRC locomotives when the appropriate fees have been paid

RESPONSIBILITIES:

1. Abide by all SWMRRC rules and regulations
2. Supervise actions of family members and guests
3. Assist with SWMRRC requirements for operation and/or maintenance
4. Insure the public's safety while on the railroad

B. **SPOUSE MEMBER** is anyone whose spouse is a member of the SWMRRC and has paid the required dues. A spouse member has the same rights, privileges, and responsibilities as the spouse's sponsor. Spouse members whose espousal has terminated may retain their spouse member status until the next membership renewal date. The Dues shall be \$10.00 per year (13 Dec 08). Dues may be waived at the discretion of the BoD.

C. **JUNIOR MEMBER** is anyone who is under the age of 18 years or is a continuing high school student and who has paid the required dues. A junior member has all the privileges and responsibilities of regular membership but may not vote or hold office. The Dues shall be \$10.00 per year (13 Dec 08).. Dues may be waived at the discretion of the BoD.

Operating rules to come . . .

D. SUPPORTING MEMBER is anyone who accepts this status when offered by the BoD. This classification is for rewarding deserving individuals with a more economical membership. A supporting membership has all the privileges of the regular membership but may not vote or hold office.

E. HONORARY MEMBER is anyone who is bestowed such status by the BoD or general membership. Such members shall not carry with it any SWMRRC rights, privileges or responsibilities.

Section 3: SELF DISCIPLINE is expected by all members of SWMRRC. Harassment will not be tolerated. It should be noted that only the President, the Safety Committee or the BoD has the authority to reprimand members for misconduct or rules violations. Any incidents are to be presented in writing to one of the club officers within seven days of the incident. All disciplinary actions shall be done in a private area away from the general membership or other non-members.

A. PHYSICAL AGGRESSION will not be tolerated within SWMRRC. Any individual making initial contact with any other individual during any altercation will result in the immediate membership termination of the individual making the initial physical contact. If there is mutual physical contact and it cannot be ascertained who initiated the physical contact, then all individuals involved will have their memberships terminated. This does not preclude any member's right to physically defend themselves, but any such action should be to the minimum extent necessary. Implementation of the member termination is to be by a majority vote of the BoD members present at a lawfully held BoD meeting convened by the SWMRRC President.

B. USE OF PROFANITY is discouraged within SWMRRC. This is in keeping with the SWMRRC intention of being a family type organization. Any allegation of objectionable profanity is to be presented in writing to the SWMRRC president within 7 days of the incident. If the president concurs then the president and another officer or BoD member will conduct a verbal discussion with the member concerning the objectionable language. The date of the incident is to be noted and entered into a log book for record. Information shall include date, time location and person filing the report.

IF A SECOND PROFANITY INCIDENT occurs within one year (365 days) the President of SWMRRC is to convene a BoD meeting. If the allegation is upheld by a majority vote of the BoD members present, the member is to be given a written reprimand.

IF ANOTHER PROFANITY INCIDENT occurs within one year (365 days) of the written reprimand the SWMRRC president is to convene a BoD meeting. If the allegation is upheld by a majority vote of the BoD members present, the member is to be suspended from all SWMRRC activities and usage of SWMRRC facilities for a period of time to be determined by the president and the BoD members present. Disciplinary action can include termination of membership in extreme cases.

C. USE OF ALCOHOL AND ILLEGAL DRUGS is not allowed while on the city property. No member shall operate a train or function in any capacity (i.e. Conductor, Inspector) while under the influence of alcohol or illegal drugs. If a member is found operating or participating in any official club capacity while under the influence the member shall be asked to leave the city property and the BoD shall determine what actions to take against the member. This action can be temporary suspension or full termination of membership. In all cases the date of the incident is to be noted and entered into a log book for record. Information shall include date and person filing the report.

D. MEMBERSHIP TEMPORARY SUSPENSION OR TERMINATION from all SWMRRRC activities may be imposed on any member for good and sufficient reason, i.e. not adhering to the Operating Rules, codes of conduct, bylaws or other practices of the club. Any incident or motion that could result in a membership temporary suspension or termination is to be presented initially to a lawfully held BoD meeting. Subsequently, the incident or motion may be presented to the membership at a lawfully held general membership meeting. A majority vote by the BoD members present at the BoD meeting or a majority vote of the eligible voting members present at the general membership meeting is required for a temporary suspension or termination of membership. Temporary suspension is to be specified for a period not to exceed one year. An individual with a suspended or terminated membership may have access to his equipment so long as the individual is accompanied by a club officer or member of the BoD while on club property. The suspended or terminated member shall remove all of his/her equipment from club facilities as soon as possible but not to exceed two (2) weeks. If any equipment is left in the club facilities past the two weeks the president and the BoD shall determine where to move the equipment. An extension may be granted at the discretion of the president and BoD. Upon termination or temporary suspension all dues and fees shall be forfeited unless the appeal process reverses the decision.

E. APPEAL OF THE BoD DECISION regarding a membership termination or temporary suspension may be presented at a lawfully held general membership meeting. A majority vote by the eligible voting members present is required for a membership termination or temporary suspension reversal. If a termination or temporary suspension is upheld all dues and fees shall be forfeited.

F. REQUEST FOR REINSTATEMENT OF A TERMINATED MEMBERSHIP must be made in writing and presented to a lawfully held BoD meeting. Reinstatement shall not be considered for a period of one year (365 days) from termination date. A reinstated member shall be considered a new member and must pay all dues and fees. After the one year (365 days) the reinstatement shall be brought before a lawfully held meeting of the general membership where a majority vote shall be required to reinstate the terminated member. If the terminated member is reinstated he/she shall be on a 1 year (365days) probationary period. The reinstated member has no voting privileges or club keys during this period or be allowed to leave any of their equipment on club property. The reinstated member shall not be allowed to enter the club property or facilities if no other regular members are present. If a reinstated member breaks any of these rules the reinstated member shall be terminated immediately and can never be reinstated as any type of club member. Any member terminated two (2) time shall not be eligible to join the club as ay time on member and are not allowed on club property.

ARTICLE III

Section 1: DUES AND FEES shall be approved at a regular meeting of the general membership.

Section 2: DUES ARE DUE the first day of January for each succeeding year. Any member failing to pay dues by the last day of March shall be dropped from the rolls. Once a member is dropped from the roles if the member wishes to become a regular member he/she shall be considered a new member. The BoD may waive this requirement for special cases.

Section 3: EXTENSION OF TIME may be granted to any member who is unable to pay the Established dues within the time required provided an appeal is presented to the BoD either in person or in writing.

Section 4: Dues may be suspended by a majority vote of the BoD if voted on and approved by a majority vote during a lawful meeting of the BoD

ARTICLE IV

Section 1: ELECTED OFFICERS shall consist of the President, Vice President, Secretary and Treasurer who shall constitute the executive committee. The offices of Secretary and Treasurer may be filled by one individual. Elected officers shall serve on the BoD and shall be regular members. Any officer or director shall have been a regular member of the SWMRRC for at least one year prior to holding office except in the case of starting the club.

Section 2: ELECTION OF OFFICERS shall take place concurrently with the election of the BoD. Elections are to be held at the November General Membership Meeting. Election shall be by a majority of the votes cast, plus proxies. The officers and BoD so elected shall assume office on 1 January following the election. The term of office shall be one year.

Section 3: The BOARD of DIRECTORS shall consist of:

A. The executive committee: the elected officials as specified in ARTICLE IV Section 1 herein

B. The operations committee: the Chief Boiler Inspector, the Superintendents of Construction, Operations, Maintenance of Way and Signals all of whom shall be appointed by the executive committee. These appointments shall be approved by a majority vote at a regular general membership meeting.

C. Three "at large" directors elected annually by the general membership. Individuals with the most affirmative votes shall be elected to these positions.

D. All outgoing executive committee members for the year immediately after their having left office.

E. The BoD may authorize expenditures of not more than Seven Hundred Fifty Dollars (\$750) per occurrence without prior general membership approval and the President may approve expenditures of not more than \$200 per occurrence without prior general membership or BoD approval.

Section 4: SIZE OF THE BOARD shall not be less than 4 members or more than 25 members.

Section 5: RESIGNATION by any board member may be submitted to the BoD either verbally or in writing. Individuals may be appointed by the BoD to fill such vacancies shall serve only the unexpired portion of the term.

Section 6: IMPEACHMENT of an officer or a member of the BoD may be made by a majority of the closed ballots cast, cast by the eligible members present at a lawfully held general membership meeting, or by a petition signed by two-thirds of the eligible voting members and presented at a lawfully held general membership meeting.

Section 7: VOTING unless otherwise stated shall be by the eligible members present at a lawfully held meeting of the BoD or a lawfully held general membership meeting. Unless otherwise specified the chairman of any meeting may utilize voice votes, hand votes, standing votes or closed ballot votes. A quorum for the BoD shall consist of a majority of the legal members. A quorum for the general membership meeting shall consist of the members present.

ARTICLE V

PRESIDENT shall be the chief executive officer of the SWMRRRC and shall exercise general supervision over its properties and affairs. The President shall appoint SWMRRRC representatives as required and is the chair of all non-standing committees. The President shall preside at all functions of the SWMRRRC and shall be an official member of all committees. The President may authorize expenditures of not more than two hundred dollars (\$200) per occurrence without prior BoD or general membership approval.

ARTICLE VI

VICE PRESIDENT shall assume the responsibilities of the President should the President be unwilling or unable to do so. The Vice President shall assume other responsibilities as delegated by the President with full authority to act in these areas. The Vice President shall chair the safety committee and appoint the members of that committee. The Vice President shall be an official member of all other committees. The Vice President shall be responsible for ensuring that yearly train crew examinations are conducted.

ARTICLE VII

SECRETARY shall keep the minutes of all meetings of the SWMRRRC and such other records as the SWMRRRC shall require. The Secretary shall be responsible for all official correspondence of the SWMRRRC. The Secretary shall keep a log book of all incidents occurring at the track to include, but not limited to, accidents, profanity complaints, alcohol and drug use complaints, and any other events where a record of the event might be needed for later actions.

ARTICLE VIII

TREASURER shall have custody of SWMRRRC funds and shall disburse such funds as authorized. The Treasurer shall keep a detailed ledger and shall report the state of the finances as required. The Treasurer shall keep a running inventory of all SWMRRRC property with an estimated value thereof. The Treasurer shall administer all space rentals at SWMRRRC facilities.

ARTICLE IX

CHIEF BOILER INSPECTOR shall be responsible for ensuring that all boilers used at SWMRRRC facilities conform to SWMRRRC standards and for training/certifying other boiler inspectors as needed. If a Chief Boiler Inspector is not appointed then no Steam operation shall be permitted on the SWMRRRC tracks.

ARTICLE X

SUPERINTENDENT of CONSTRUCTION shall be responsible for coordinating the different skills necessary for the construction of approved projects and shall also aid in coordinating maintenance projects that may be necessary for the safe, efficient operation of the railroad.

ARTICLE XI

SUPERINTENDENT of OPERATIONS shall be responsible for ensuring that SWMRRRC equipment and other equipment under SWMRRRC control are in satisfactory operating condition and shall be responsible for maintaining SWMRRRC equipment. The Superintendent of Operations shall also be responsible for the staff involved in operating public carrying trains at SWMRRRC facilities to include engineer/conductor training/certification and any accompanying test. The Superintendent of Operations shall enforce all recommendations from the Safety Committee as to condition of equipment and track.

ARTICLE XII

SUPERINTENDENT of MAINTENANCE of WAY (MoW) shall be responsible for ensuring that right of way and other areas under SWMRRC control are in satisfactory operating condition. The Superintendent of MoW shall enforce all recommendations from the Safety Committee as to condition of equipment and track.

ARTICLE XIII

SUPERINTENDENT of SIGNALS shall be responsible for ensuring that the signal system is in satisfactory operating condition, the designing and installing approved signal projects, and ensuring that system changes are communicated to the membership. The Superintendent of Signals shall also be responsible for dispatcher training/certification.

ARTICLE XIV

The SAFETY COMMITTEE shall exist at all times and shall have not less than three (3) or more than five (5) members one of whom shall be the Chief Boiler Inspector. If no Chief Boiler Inspector has been appointed the Safety Committee does not have the authority to allow steam operations. Decisions by this committee shall be binding on all members of the SWMRRC, guests, and others who shall be present. Any matter of safety in any area at a SWMRRC facility shall fall under the jurisdiction of this committee. Any member of the committee may halt or prevent the operation of any equipment for cause. A decision of such member may be appealed to the Safety Committee for review. The SWMRRC shall provide the members of this committee with some visible method of identification, e.g., armband or badge. In matters of safety no other committee shall override the safety Committees decisions. If a Safety Committee decision is in question it shall be brought before the BoD in writing during a lawful meeting of the board for review. If the BoD finds the Safety Committees decision to be questionable the matter will be brought before the full membership at a lawful meeting to be discussed and voted on. If and only if the general membership reverses the Safety Committees decision by a majority vote, can the decision be reversed or rescinded.

ARTICLE XV

AUDIT COMMITTEE shall be appointed each January and shall consist of not less than three (3) members. This committee shall audit the SWMRRC financial records and equipment inventory for the preceding calendar year. The Treasurer for the period being audited shall not be a member of the committee but shall be present. The results are to be reported at the April general membership meeting. The Audit Committee shall be comprised of at least 2 non-elected members randomly selected by any means agreed upon by the membership, (i. e. all names in a hat, straws, ect.).

ARTICLE XVI

AGREEMENTS OR COMMITMENTS concerning the SWMRRC shall not be made by any member or group of members without specific prior approval of the BoD or the general membership.

ARTICLE XVII

Safety and Operating Rules and Other Rules, Guidelines, and Schedules as established and approved by a majority of the members present at a general membership meeting and shall have the force and authority of this Article of the By-Laws. Any revision and/or amendment of such Rules shall automatically become the Rules under this Article. Such changes shall be published in an official SWMRRC publication as soon as possible after their adoption. All changes shall be approved by the BoD and voted on by the general membership during a lawful meeting of the general membership

ARTICLE XVIII

CHANGE OR REVISIONS to the bylaws shall be presented at a lawfully held general membership meeting and adopted by a majority of the votes cast by members present at the next general membership meeting. Notification of such proposed action shall be published in an official SWMRRC publication prior to final action being taken.

Rules of Operation

APPENDIX A

South Weber Model Railroad Club

Passenger Safety Rules and Park Safety Rules

Initially Adopted 2/18/09

PREFACE

The purpose of these Rules is to ensure the safe enjoyment of South Weber Model Railroad Club (SWMRRC) facilities by all members, guests, and visitors. Public safety is the first concern of this club and will be the driving force behind all decisions when enforcing these rules. These rules define what passengers will be required to do while riding any SWMRRC trains as well as describe how the park will be marked to provide a safe environment for the general public while visiting the park. This will include signs and signals.

INDEX

- 1.0 Passenger safety rule and sign posting
- 2.0 General park signs

1.0 Passenger safety rules

- 1.1 All passengers shall keep hands and feet inside the riding car at all times
- 1.2 All passengers shall not lean out so as to tip the cars.
- 1.3 All passengers shall not grab at anything along the right of way.
- 1.4 All passengers shall obey the instructions from the engineer and/or the conductor.
- 1.5 All children under the age of 7 shall have an adult on the train to supervise the child.
- 1.6 No food is allowed on the train.
- 1.7 No Smoking in the loading area or while on the train.
- 1.8 Drinks (water or soda) are allowed on the train.
- 1.9 No alcoholic drinks are allowed.
- 2.0 No one under the influence of alcohol or an illegal substance is allowed to ride the train.
- 2.1 All passengers enter and ride these trains at their own risk.

2.0 General park signs

- 2.1 A sign with the passenger rules shall be placed in all loading areas.
 - 2.1.2 The Riding rules shall be explained when the passengers are loaded on the train and before any movement of the train.
- 2.2 A sign with the following warnings shall be placed in the park to inform the general public of the operation of a large scale model railroad.
 - 2.2.1 This public park contains a large scale operating model railroad. The public is invited to come and enjoy the railroad however, be advised it is dangerous to play on or around any of the railroad equipment.
- 2.3 Signs or signals shall be posted at all point where the tracks cross any walking paths. Signals shall have red flashing lights and a bell to warn the public a train will soon cross the path.
- 2.4 Signals with lowering arms shall be placed where the tracks cross any roads. The signals shall have red flashing lights, bells, and arms which come down to block traffic while trains cross the road.
- 2.5 Signals shall come on in enough time to allow the crossing to be clear of pedestrian and/or vehicles.
- 2.6 All bridges and tunnels shall have a "Do not enter" and/or a "Do not climb on" signs on each end to warn the public of the danger.
- 2.7 Exact sign wording shall be determined between the City and the Club.

APPENDIX B

South Weber Model Railroad Club

Safety and Operating Rules

Initially Adopted 2/18/09

PREFACE

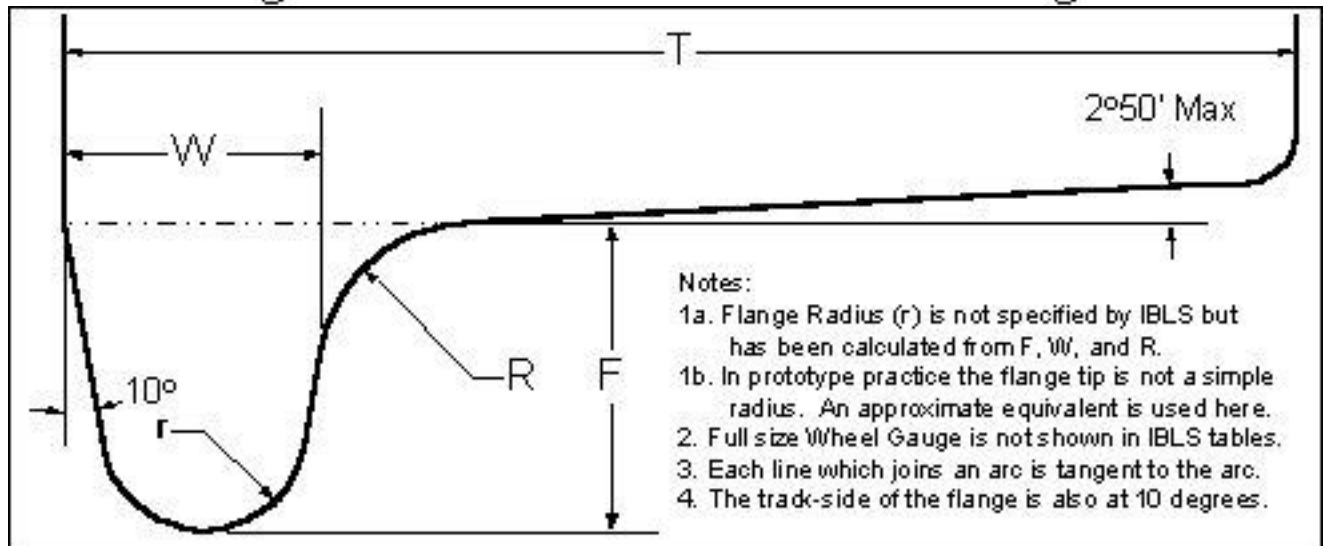
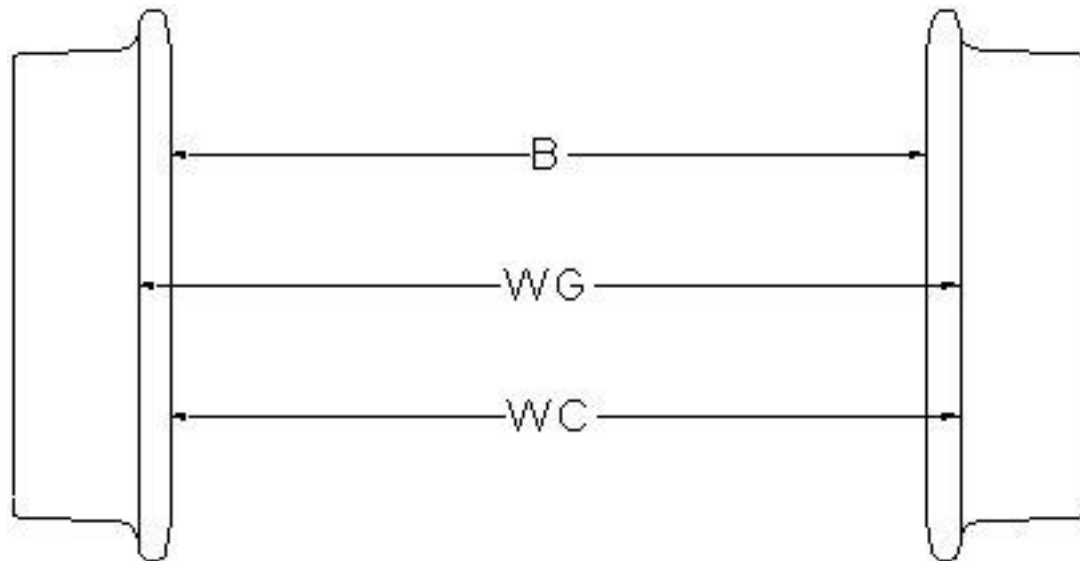
The purpose of these Rules is to ensure the safe enjoyment of South Weber Model Railroad Club (SWMRRC) facilities by all members, guests, and visitors. Failure to follow or enforce SWMRRC rules shall require immediate termination of operating privileges until the Board of Directors meets to determine action. Public safety is the first concern of this club and will be the driving force behind all decisions when enforcing these rules.

INDEX

1.0	STANDARDS
2.0	GENERAL
3.0	SIGNALS
4.0	TRAINS
5.0	TRAIN OPERATIONS
6.0	PUBLIC TRAIN OPERATIONS

Section 1 STANDARDS

IBLS Wheel Standards												
Scale Gauge	Measure	Track Gauge (TG)	Tire Width (T)	Flange Width (W)	Flange Depth (F)	Contour Radius (R)	Flange Radius (r)	Back to Back (B)	Wheel Gauge (WG)	Wheel Check (WC)		
Full	Prototype	56.500	5.500	1.156	1.125	0.688	0.480 Note 1	53.380	Note 2	55.690	54.530	
3/4"	Scaled	3.531	0.344	0.072	0.070	0.043	0.030	3.336		3.481		3.408
	IBLS %	99.1 %	118.1 %	130.1 %	133.7 %	109.3 %	133.3 %	98.3 %		99.7 %		99.0 %
3 1/2"	IBLS	3.500 Min	0.406 Min	0.094 Max	0.094 Max	0.047 ±0.008	0.040 Typ.	3.281 +0.020 -0.000		3.470 +0.000 -0.020		3.375 Ref
1"	Scaled	4.708	0.458	0.096	0.094	0.057	0.040	4.448		4.641		4.544
	IBLS %	100.9 %	110.2 %	129.8 %	149.3 %	108.1 %	125.0 %	99.7 %		101.1 %		100.4 %
4 3/4"	IBLS	4.750 Min	0.505 Min	0.125 Max	0.140 Max	0.062 ±0.010	0.050 Typ.	4.437 +0.020 -0.000		4.690 +0.000 -0.020		4.562 Ref
1 1/2"	Scaled	7.063	0.688	0.145	0.141	0.086	0.060	6.673		6.961		6.816
	IBLS %	102.7 %	109.1 %	108.0 %	133.0 %	109.3 %	103.3 %	103.0 %		103.3 %		103.2 %
7 1/4"	IBLS	7.250 Min	0.750 Min	0.156 Max	0.187 Max	0.094 ±0.015	0.062 Typ.	6.870 +0.020 -0.000		7.190 +0.000 -0.020		7.031 Ref
1 1/2"	Scaled	7.063	0.688	0.145	0.141	0.086	0.060	6.673		6.961		6.816
	IBLS %	106.2 %	109.1 %	108.0 %	133.0 %	109.3 %	103.3 %	106.7 %		106.9 %		106.8 %
7 1/2"	IBLS	7.500 Min	0.750 Min	0.156 Max	0.187 Max	0.094 ±0.015	0.062 Typ.	7.120 +0.020 -0.000		7.440 +0.000 -0.020		7.281 Ref
1.6"	Scaled	7.533	0.733	0.154	0.150	0.092	0.064	7.117		7.425		7.271
	IBLS %	99.6 %	102.3 %	101.2 %	124.7 %	102.5 %	96.9 %	100.0 %		100.2 %		100.1 %



2.0 GENERAL

- 2.1 No one shall operate equipment in an unsafe manner.
- 2.2 No one shall operate equipment while under the influence of any substance adversely affecting his/her ability to safely operate that equipment. This shall include all prescription medication with a warning indicating drowsiness as one of the side effects.
- 2.3 Equipment operating at SWMRRRC facilities shall conform to SWMRRRC standards and shall be sufficiently quiet so as to permit normal conversation immediately adjacent to such equipment.
- 2.4 Locomotives and other power units shall be equipped with an audible warning device (horn) loud enough to permit safe operation.
- 2.5 Members and guests shall ensure that all SWMRRRC equipment they use is properly cared for and stored after use.
- 2.6 Members are liable for any damage to SWMRRRC equipment and/or facilities caused by their negligence/abuse and are liable for all associated repair costs. Specific action shall be determined by a majority vote of those present at a legally held Board of Directors (BoD) meeting.
- 2.6.1 In the case of a damage incident a photograph of the damage shall be taken (if a camera is available) as well as a written description of the damage and the events which lead to the damage.
- 2.6.2 Two members not involved in the incident shall verify the written explanation is correct and shall add their names to the written report for record.
- 2.6.3 All damage to the track or City property shall be reported to the City on the next business day along with a copy of the report of the incident.
- 2.7 It is the responsibility of all members to help keep SWMRRRC facilities neat and orderly. Members are to dispose of their waste in the proper receptacles or take it with them when they leave. **UNDER NO CIRCUMSTANCES ARE ANY OILS, FUELS, OR SOLVENTS TO BE Poured ON THE GROUND OR PLACED IN WASTE RECEPTACLES AT SWMRRRC FACILITIES OR IN ANY CITY RECEPTACLES.**
- 2.8 SWMRRRC owned equipment shall not be removed from SWMRRRC facilities without prior approval of the BoD or the President.
- 2.10 Steam boilers shall:
- 2.10.1. Be certified as having passed an annual hydrostatic test to 50% above their normal working pressure. New steel boilers shall be tested to 100% above their normal working pressure. Steam boiler test certificates issued by other recognized live steam organizations within the past twelve (12) months shall be accepted as valid by the SWMRRRC.
- 2.10.2 Have two safety valves set to operate within 5 psi of each other.
- 2.10.3 Have the bottom of the water level gauge glass set at least ¼" above the top of the crown sheet.
- 2.10.4 Have the ability to immediately shut off the heat source.
- 2.10.5 Have at least two methods of putting water into the boiler while under pressure at least one of which must function while a moveable engine is stationary.
- 2.10.6 Incorporate an ash pan and an effective spark arrestor with a mesh of 3/16ths of an inch or smaller if burning solid fuel.
- 2.11.7 Shall carry some form of fire extinguisher easily assessable and in view at all times.

Section 3 SIGNALS

3.1 Hand signals may be given with the hand, a flag, or a light as follows.

- | | |
|----------------------|--|
| 3.1.1 PROCEED | Raised or lowered vertically. |
| 3.1.2 REDUCE SPEED | Arms held horizontally with short up and down motion of the hands. |
| 3.1.3. STOP | Swung at arm's length down from shoulder height perpendicular to the track. |
| 3.1.4 EMERGENCY STOP | Swung violently at arm's length down from above shoulder height perpendicular to the tracks. |
| 3.1.5 BACK-UP | Swung vertically in circles perpendicular to the track. |

3.2 Engine whistle (OR HORN) signals. o = short blast. > = long blast.)

- | | |
|---------------|---|
| 3.2.1 > | Brakes applied and train completely stopped. Clear to disembark the train. |
| 3.2.2 oo | Request to Proceed FORWARD. |
| 3.2.3 ooo | Request to backup. |
| 3.2.4 >>>> | Flagman return to the train. |
| 3.2.7 >>o > | Approaching public crossing, tunnel, area of restricted visibility, or another train. |
| 3.2.8 ooooooo | (multiple short blasts) Warning to people or animals on the track. General alarm. |
| 3.2.9 >>>>>> | (prolonged blast) Approaching a station. |

3.3 Communicating signals given by the conductor whistle.

- | | |
|---------------|------------------------------------|
| 3.3.1 oo | Clear to proceed forward. |
| 3.3.2 ooo | When cleared to proceed backward. |
| 3.3.3 oooo | When running, reduce speed. |
| 3.3.4 ooooooo | (multiple short blasts) Emergency. |

3.4 Color signals, lights, or flags. Signals or Lights may appear as hand signals, electronic signals, or fixed signals (board beside the track). Flags will be 2" X 4" metal flags on a small pole tall enough to higher than the consist height. Flags which are Blue or Red shall attach to the rail so as to cause a derailment if equipment is moved. Green flags and Yellow flags shall be placed beside the track and be no more than 2 feet from the rail and no closer than 1 foot.

3.4.1 GREEN LIGHT

Proceed at regular speed.

3.4.2 YELLOW LIGHT

Proceed with caution being prepared to stop at the next signal.

3.4.3 RED LIGHT

Stop.

3.4.4 BLUE FLAG

Equipment must not be moved or coupled to. To be used if equipment is being inspected or fixed while in the yard area. A blue flag shall be placed in front of the equipment and between the rails and be taller than the equipment being blocked. If the consist is more than 10 cars a blue flag shall be placed at both ends of the equipment. The flag may only be removed by the person that put it there.

3.4.5 GREEN FLAG

The green flag indicates the track is clear to proceed at normal operating speeds. A green flag shall be placed after a yellow flag to indicate where it is safe to proceed at normal speed. The train shall not speed up until the last car has passed the green flag.

3.4.6 YELLOW FLAG

A yellow flag indicates a track which is being worked on or has a known problem but is safe to use. The yellow flag means to proceed slowly. The flag shall be placed to the right side of the track within two (2) feet of the track and shall always be placed so that it cannot be missed by the engineer. All trains shall proceed through the affected area marked with a yellow flag at no more than 3 miles per hour. The flag may only be removed by the track inspector and only after the track has been inspected and determined safe to use at normal speeds.

3.4.7 RED FLAG

Track damaged or under construction do not enter this track unless the track inspector authorizes it. At no time will a train carrying the general public enter a track marked with a red flag. The red flag shall be placed between the rails leading to the affected track but not so that it blocks the main line. The flag may only be removed by the track inspector.

3.4.8 GREEN BLOCK

Green blocks shall be dropped where any car derails. The green blocks shall be dropped to the side of the track adjacent to the affected area so that it is clear where the affected area is and far enough away from the track so as to not interfere with normal traffic. Areas with green block shall be treated as an area with a yellow flag if the general public is being carried.

3.5 SWMRRC Signaling System

3.5.1 All signal aspects are absolute and are to be treated accordingly.

3.5.2 All red signals are absolute, i.e. they must not be passed without permission from the dispatcher or station master on duty. If no dispatcher or station master is on duty, wait five minutes, then proceed at restricted speed and be prepared to stop short of any obstruction.

3.5.3

ASPECT	NAM E	INDICATION
Green or green over red	Clear	Proceed or proceed on mainline.
Yellow or yellow over red	Approach	Proceed or proceed on mainline. Prepare to stop at next signal.
Red or red over red	Stop	Stop. Remain stopped until signal changes aspect or permission to pass is given
Red over green	Diverging Clear	Proceed on diverging route.
Red over yellow	Diverging Approach	Proceed on diverging route. Prepared to stop at next signal.
Flashing yellow	Approach Medium	Prepare to enter diverging route at next signal.
Flashing red	Restricting	Dispatcher not on duty. If track clear, enter interlocking at reduced speed. Prepare to stop short of possible obstructions.

Section 4 TRAINS

4.1 Equipment.

- 4.1.1 During periods of limited visibility, trains shall have a white light showing to the front and a red light showing to the rear. Steam engines shall have the water glass and steam pressure gauge illuminated by a fixed light source. Such lights shall be bright enough to permit the safe operation of the train.
- 4.1.2 Refueling with flammable liquids shall not be done in covered station areas. When carrying the general public and refueling has to be done, the general public shall be kept at least 15 feet from the area where the refueling will take place. The general public shall not be seated on the first two cars while the refueling is taking place.
- 4.1.3 Ashes from solid fuel locomotives shall not be discharged in station areas except under emergency conditions. Cleanup is the responsibility of the individual discharging the ashes. Ashes shall be discharged only in approved areas or in approved pits.
- 4.1.4 Locomotives and other power units shall, when appropriate, be permanently coupled to the car in or on which the engineer rides. Such coupling can either be by couplers and safety chain(s) or by drawbar with locking pins. Liquid or gas fuel cars shall be similarly coupled (i. e. steam engines with propane as fuel, the propane car shall be attached permanently as well).
- 4.1.5 All cars in the consist shall have safety chain connected between the cars at all times except for loading and unloading. At no time shall a car be used to carry the general public without the safety chains installed. Safety chains shall be strong enough to carry 10,000 pounds.

4.2 Equipment Safety.

- 4.2.1 No maintenance or repairs shall be done to SWMRRC owned locomotives and/or rolling stock without prior approval of the Superintendent of Operations. The Superintendent of Operations or his/her designated representative(s) shall be notified as soon as is practical for the need of any such maintenance or repairs.
- 4.2.2 Engineers shall complete an operational/safety check of the locomotive/train before first use that day. When using an SWMRRC locomotive, the engineer must also complete the log assigned to that locomotive. If SWMRRC equipment is to be used for the hauling of the general public the engineer and the conductor shall sign the log book indicating all safety chain are properly installed and the equipment is safe to use. Equipment being used to haul the public shall be inspected during the day to insure the safety chains are still connected and the equipment doesn't have any safety issues. The times the secondary inspections are done shall be entered into the log book.
- 4.2.3 Any member may declare a piece of club equipment unsafe and affix a "Bad Order" card to the equipment.
- 4.2.4 "Bad Order" equipment must be set out and the Superintendent of Operations or designated representative notified as soon as practical.
- 4.2.5 "Bad Order" equipment may not be returned to service until released by the Superintendent of Operations or designated representative.

Section 5 TRAIN OPERATIONS

5.1 Personnel requirements

- 5.1.1 Engineers are responsible for the safe operation of their train.
- 5.1.2 Engineers who haul the general public shall qualify annually as determined by the safety committee.
- 5.1.3 All members operating equipment, to haul the general public, are required to pass an engineer's test annually with a passing score of 90% prior to operating equipment on SWMRRC track.
- 5.1.4 All visiting engineers shall be given written and/or oral instructions explaining the track system, the signal system, and basic safety prior to operating on the railroad. This briefing may be given by any certified engineer.
- 5.1.5 Engineers shall not allow anyone to ride between themselves and the controls of their engine so as to restrict their ability to control the train.
- 5.1.6 Engineers shall be the final authority as to who may ride their train.
- 5.1.7 Engineers shall have radio contact with the dispatcher/stationmaster when appropriate.
- 5.1.8 Engineers shall carry a working flashlight for personal safety when operating a train at night.
- 5.1.9 Certified engineers 13 through 17 years of age may operate a train during the time that a public train is operating.
- 5.1.10 Certified engineers under 13 years of age may not operate a train on mainline track during the time that a public train is operating.
- 5.1.11 When operating SWMRRC equipment, a junior member shall be supervised by a qualified, adult member.
- 5.1.12 The signal superintendent shall certify other persons on the systems controls and operating procedures so they may act as dispatcher.
- 5.1.13 Prior to operating club locomotives, all engineers must be certified by the Safety Chairman or designated representative.
- 5.1.14 Only certified Engineers over the age of 18 shall be allowed to haul the general public.
- 5.1.15 A log shall be kept listing the currently certified Engineers and shall indicate which engineers are allowed to haul the general public.
- 5.1.16 All trains operating on the SWMRRC tracks shall have an Engineer and a Conductor at all times. This does not apply to trains with only the engineer's car and one or two other cars.
- 5.1.17 The engineer shall not move the train until the conductor signals it is safe to do so. The engineer shall respond to the conductors clear single with the same response using the trains horn (two short to move forward, three short to move backwards).

5.2 Operational requirements.

- 5.2.1 All trains shall be operated by or under the direct supervision of a certified engineer. The supervising engineer shall either be on the train and able to take control of it or close enough beside the train to give verbal instructions and otherwise assist as necessary.
- 5.2.2 All trains must be operated at a safe speed. Yard speed: 3 MPH, Main Line Speed: 7 MPH, Yellow flag or green block areas: 3MPH
- 5.2.3 Train crews shall use appropriate signals when operating their trains.
- 5.2.4 All mainline switches shall be left in their normal, operational position, aligned for the main line.
- 5.2.5 When a dispatcher is on duty, all trains operating in an un-signaled area must have radio contact with the dispatcher or be a second section to a train that has such radio contact.
- 5.2.6 The dispatcher on duty shall be responsible for ensuring an orderly traffic flow over the entire railroad.
- 5.2.7 In the event of signal failure, dispatcher on duty shall be prepared to maintain traffic flow over the entire railroad by radio.
- 5.2.8 Boilers are not to be blown down in station areas or any where the general public might come into contact with the steam.

5.3 In the event of an accident or incident the Engineer and Conductor shall insure the safety of all passengers and insure any injuries are tended to first.

5.3.1 In the case of an accident or incident photographs of any damage or injuries shall be taken (if a camera is available) as well as a written description of the damage or injuries and the events which lead to the damage.

5.3.2 Two members not involved in the incident shall verify the written explanation is correct and shall add their names to the written report for record.

5.4. Conductor:

- 5.4.1 Must also pass the engineer's test annually prior to working on a public train and shall be at least 15 years of age.
- 5.4.2 Shall be responsible for monitoring safe operating conditions and for notifying the engineer when unsafe conditions arise.
- 5.4.3 Shall have available a whistle, a radio, and, as appropriate, either a light or red flag.
- 5.4.4 Must also have radio contact with the dispatcher/stationmaster when working on a public train.
- 5.4.5 Shall assist stationmasters with loading/unloading as needed.
- 5.4.6 Shall flag the rear of the train to protect it from any following trains. The conductor shall walk at least 100 feet to the rear of the disabled train and shall use a red flag to warn any following trains.
- 5.4.7 The conductor shall signal the engineer when it is safe to move the train by blowing the whistle with two short blasts.

5.5 Stationmasters:

- 5.5.1 Shall be responsible for train movement in station areas and shall minimize congestion and delays there.
- 5.5.2 Shall be responsible for activity in station areas to include the safe loading/unloading of passengers and safeguarding SWMRRC property.

5.5.3 Shall have available a whistle, a radio, and, as appropriate, either a light or red flag.

5.5.4 Shall be responsible for recording the number of public passengers each run.

5.5.5 The station master shall signal all trains entering the public loading areas when it is safe to enter the loading area. This shall include any non-public trains passing through either on the loading siding or the mail line.

5.5.6 The station master shall signal the conductor as to when it is safe to leave the station.

5.6 Flagman:

5.6.1 A flagman may be used when carrying the general public.

5.6.2 The flagman is responsible for keeping the rear of the train protected in the case of a derailment.

5.6.3 The flagman shall carry a red flag or a light back far enough to provide enough time for any oncoming traffic to stop.

5.6.4 In the case of a single main line the engineer shall protect the front of the train in the same way as the flagman protects the rear of the train. The locomotive shall be shut down and blocked so as to prevent movement if the engineer has to move more than 5 feet from the controls.

5.6.5 The flagman shall be 13 years or older and have passed the engineers test.

Section 6 PUBLIC TRAIN OPERATIONS

6.1 All trains carrying the public shall consist of SWMRRC or certified member owned riding cars only. No member equipment shall be used when carrying the public except for those engines and riding cars certified by the Superintendent of Operations or his/her representative. The club and individually owned cars used to carry the general public shall be certified annually as to their safety and worthiness prior to use. A log book with the certifications shall be kept and shall include the date the certifications were done, the number of passengers allowed on the car, and car numbers. Only cars with numbers shall be certified.

6.2 Riding cars carrying the public shall:

6.2.1 Be securely coupled to the satisfaction of the safety committee.

6.2.2 Have seats installed so as to facilitate safety.

6.2.3 Have bolsters that provide 3 or 4-point suspension.

6.2.4 Have trucks that provide safe, stable operation.

6.2.5 Have safety chains or drawbars between all cars in public trains.

6.3 Operational requirements.

6.3.1 Trains carrying the public shall be operated only by a certified engineer with a certified conductor aboard.

6.3.2 Maximum speed when operating public trains is five (5) miles per hour as determined by electronic means.

6.3.3 Both stationmasters and train crews shall ensure that the public receives a BoD and City approved safety briefing before leaving the station. The public shall not be allowed to take anything aboard the train that may create an unsafe condition.

6.3.4 The number of public riding cars on a public train shall be limited to a maximum of ten (10). The maximum number of passengers per car shall be based on the log book from section 6.1 as determined by the safety committee.

6.3.5 Public riding cars shall be placed behind the engineer's riding car with the conductor's riding car directly behind the last public riding car.

6.3.6 One unoccupied caboose may be placed behind the conductor's car.

6.3.7 The public shall, under normal circumstances, be loaded/unloaded only at designated station areas.

6.3.8 All riders on regular public trains must be capable of walking to, boarding, and exiting riding cars under their own ability.

6.3.9 Individuals who do not comfortably and safely fit in or on riding cars shall not be carried as public passengers.

6.3.10 Pregnant women shall not be permitted to ride public trains.

6.3.11 During public runs, first aid kits shall be made available to the public in designated station areas and on all engines pulling a public train.

6.3.12 There shall be no servicing of locomotives or trains at a station that takes longer than the time required to unload and load passengers.

6.4. No engineer under the age of 18 years shall operate a public train.

6.5 Engineers must have radio contact with the dispatcher/stationmaster when operating a public train.

DISCUSSION: CONCEPT FOR MINIATURE RAILROAD IN CANYON MEADOWS PARK

(Scott Stowell and John Grubb). The proposed South Weber Railroad Club had provided information prior to the meeting. The proposed railroad is 1.5-inch scale. Tracks are aluminum or steel, cars are between 8-10 ft. long and weigh between 200- 300 lbs. The trains run on gas electric, gas hydraulic, or live steam. The Club will build their own equipment. Scott and John provided photos of tracks in Arizona and Oregon.

Scott explained the railroad is family friendly, open to all ages, and there is no other track on city-owned property in Utah. Items needed for the project are rail, ties (plastic or wood), paths that are 3-7 feet wide depending on single or double track), access for equipment to level the land (grading to no steeper than 2%), and PVC electrical pipe. The Club will provide the labor to lay the track and maintain it. They would also like a shelter structure at the loading area.

The Railroad Club will: provide rides to public two weekends a month: hold one or two meets a year, bringing people from out of town to the city with their equipment provide holiday and special events: maintain the track: and provide an education program for engineers and conductors. They have proposed some names from which they would like the Council to choose.

Councilmember Thomas thinks great amenity for the park. He asked what the city's responsibility will be besides the upkeep of landscaping, power and water. Scott indicated the city will need to provide funding for track and ties: the Club should be able to get donations for road base. The Club is working on getting incorporated and applying for 501(c)(3) status as a non- profit.

Scott displayed a possible track plan drawn out on a scale copy of Canyon Meadows Park. The plan includes a steaming bay, a tunnel and loading areas by the barn at the restrooms. The tracks will have to cross the road in a couple of places (1/2 crack in concrete), so there would be crossing gates.

John explained the Club is looking into obtaining grant money for the barn area, to restore the barn and bring it up to conditions usable conditions. They can also use the old tractor barn and root cellar on the property and possibly have a display of sheds with old farm equipment. Mayor Petersen stated that Annette Gardner is heading up those types of projects.

Councilmember Thomas asked Matt about the park's phasing timelines. Matt said for phases one and two the city engineer is finishing grading plan, then GSBS will do landscaping plans. He said the city hopes to grading this spring.

The Council discussed liability issues. Councilmember Thomas indicated since the city is not charging a fee for rides, there is no liability according to statute. Matt has checked with the Utah Local Governments Trust as well. John and Scott assured the Council all safety precautions will be taken.

Councilmember Peterson asked if there are other clubs in Utah, and if the track would be big enough to support a meet. Scott indicated he is not aware of any other 1.5 inch scale clubs. He said the completed track will be big enough to support 20- 25 trains. Scott explained there are local people who have equipment but don' t have anywhere to run it. The Council asked for an estimate of what the railroad will cost. Scott indicated finished track runs between \$ 5 and \$ 8 a foot, depending on whether it is aluminum or steel. The is about a mile of track on the plan they are proposing.

Mayor Petersen indicated he gets the feeling the Council is supportive of the idea of the railroad. He said we will have more questions and need more information on the financial aspect. John said it should cost 3, 000 to \$ 5, 000 to get the track down by summer, but they will get more specific information for the Council.

Matt said if the Council agrees to move forward, then GSBS can put the track on the master plan.

John and Scott were thanked for their time and excused from the meeting at 6: 18 p.m.

DISCUSSION: AGREEMENT FOR MINIATURE RAILROAD IN CANYON MEADOWS PARK

Scott Stowell attended the meeting representing the South Weber Railroad Club. Mayor Petersen stated that the Council is in favor of establishing the railroad in the area they have proposed. He added, however, that no official action has been taken and we are still in the discussion phase.

It was clarified that the proposed agreement indicates the railroad will provide rides to the public: this will not be an amusement park with paid amusement rides. They will provide rides one weekend a month during the construction phase: once the track is down, they may provide rides on additional weekends, depending upon the interest that is shown.

Mr. Stowell stated they put the 99 year lease clause in the agreement because they don't want to get into a situation where they put track down and then the city decides they want to do something else with the property. This clause was deemed acceptable because the agreement allows either party to cancel the agreement with notice.

Matt wants to double check the acreage, as the agreement specifies 17 acres.

Matt discussed the agreement providing the ability to charge for operating costs. He asked if the city should have oversight of these fees to prevent them from being too high. Mayor Petersen said the market will take care of this as no one will participate if the fee is too high.

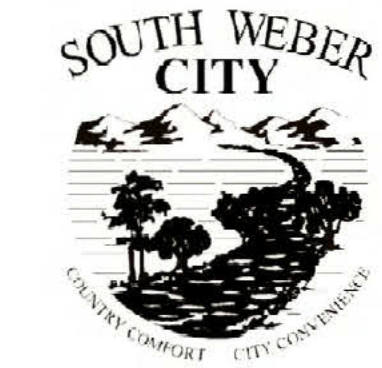
Matt asked if there is a standard for the safety regulations. Mr. Stowell said that the clubs around the U.S. have adopted both operating and riding rules. The club will "pare down" those rules to apply to this situation and Mr. Stowell will provide those as an attachment to the agreement. Signs will be posted with the rules for operators and for riders.

Councilmember Thomas asked about the club's insurance. He is concerned the will only apply to claims against the club, but people are likely to sue the city as well. The council would like to be an additional insured on the policy. Matt said in the agreement it needs to specify what insurance the club will need to carry.

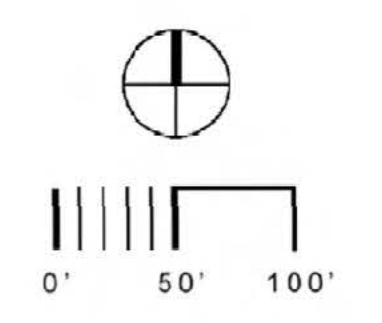
Matt said the agreement also needs to clarify that the club will purchase the signs that need to be posted. He said the agreement needs to clarify what the city will provide, stating it is hard to recommend approving an agreement with unknowns. He said, for example, the bridges will be a tremendous cost to the city. He suggesting devising a phasing plan.

Councilmember Poff discussed that construction needs to be approved by the city, and they also need to address the issue with surrounding homeowners who may want to tie in to the system. Mayor Petersen said there will be a master plan that will have to have council approval. Matt added that any alterations or deviations to the master plan would have to come through the city.

Matt said he will send the agreement to legal counsel before approval.



- Legend
1. Entrance Feature
 2. 110 Parking Stalls
 3. Drop Off
 4. Splash Pad
 5. Pavilion / Restrooms
 6. A.D.A. Parking
 7. 300' Baseball
 8. 250' Softball
 9. Bleachers
 10. Boardwalk
 11. Wetland Education
 12. Historic South Weber Meadow
 13. Lawn
 14. Tennis Courts
 15. 66 Parking Stalls
 16. Entry Plaza
 17. Wetland
 18. Existing Woodland
 19. Picnic Shelter
 20. Fitness Station
 21. Concessions / Announcers Box
 22. Benches



Canyon Meadows Park
 South Weber Parks Development Master Plan. South Weber City, Utah.

PROJECT ENGINEER			
DATE	REV.	DATE	APPR.

SCALE:
 1" = 160'

DESIGNED: BKJ
 DRAWN: TWE
 CHECKED: BKJ

JA
JONES & ASSOCIATES
 CONSULTING ENGINEERS
 1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
CANYON MEADOWS PARK
PRELIMINARY MODEL TRAIN LAYOUT

SHEET:
1
 OF 1 SHEETS
 0

SOUTH WEBER CITY COUNCIL
Staff Backup Report

Date of City Council Meeting: **06 January 2009 Work Meeting**

Short Title: **Concept for Miniature Railroad in Canyon Meadows Park**

Initiated By: **Staff**

Scheduled Time: **5:45 p.m.**

RECOMMENDATION

Review Railroad Club's proposal and decide if council is supportive of incorporating a miniature railroad into the Canyon Meadows Park Master Plan.

BACKGROUND

John Grubb approached the mayor and city staff asking what we thought about incorporating a 1" scale miniature rail system within the Canyon Meadows Park. John is a member of several rail clubs and he and others are working to create a new non-profit railroad club in South Weber.

The idea would be to enter into an agreement with the club that would allow them to install and run the 1" rail system throughout the park. The club would agree to operate the trains on certain days of the month free of charge to visitors. The rail system would be a great way to connect the active part of the park (ball diamonds, play ground) with the passive part of the part (tennis, historical park).

John Grubb and Scott Stowell will be attending the work meeting to review the attached powerpoint presentation and to explain in greater detail how they envision this working. If the council is agreeable to this conceptually, staff will work with the club and GSBS to incorporate a rail system throughout the park. The plan would then come back to the council for review and eventually adoption.

Staff has talked with ULGT regarding how this project may affect the city's liability insurance, etc. The Trust has committed to have this information back to staff before Tuesday's meeting.

CC 2009-03-03 pg 3-4 Excerpt

Agreement with South Weber Railroad Club: Scott Stowell said he has reviewed the agreement with the changes that were proposed by the city and the city attorney. In regard to landscaping it was clarified that the Club will maintain weeds on the track right-of-way, but the city will need to maintain the rest of the area since it is part of the park. In regard to insurance, Scott said there is no need to cover private use because there will be no private use. Users have to be members of the club, and they will sign a liability document.

Councilmember Poll arrived at 6:42 p.m.

Matt had requested adding language to allow the city to set additional safety restrictions on the club if deemed necessary. Scott expressed his disagreement with this provision. He said they abide by a strict set of both operator and public safety rules, documents which will be attached to the agreement. Matt said this would apply to general safety issues. He feels there should be some mechanism to allow the city to address safety issues that may come up. Mayor Petersen and Councilmember Poff disagreed with this provision. Councilmember Peterson is in support of the provision.

Mayor Petersen was excused at 7:02 p.m., turning the meeting over to Councilmember Poff, Mayor pro tem.

Councilmember Poff recommended moving forward with the agreement, to include the provision that was discussed as an option that can be addressed again before approval.

In regard to who will own the track and how it will be divided if the club goes away, Scott said the club discussed this and came to the conclusion that it may be best if the city owns the track. This will delineate a strong line for insurance purposes because it will be part of the park. The club's insurance will cover operation.

The handling of donations to the club was discussed. Matt will consult with the city treasurer and financial consultant regarding this issue.

There will be a clause added indicated that when track is put down it is donated to the city.

Discussed the club having to go through the City Council whenever they need to amend operating rules. The club has a seven member board that has to approve the rules, and any amendments would be provided to the City Council with an explanation. Having a councilmember assigned to the club board was suggested.

Matt asked that the club submit a copy of its annual financial audits to the city. Scott said they will also plan to provide reports on money collected at the gate, number of riders, etc.

It was discussed the agreement will include provisions for if the city no longer wants the track, the club will have the first right to it. In regard to private individuals connecting to the track there will need to be an agreement between the individuals and the city.

Councilmember Poff said he would like to keep in my potential expansion opportunities for the track with neighboring developments.

The agreement should be ready to be considered at the March 24 council meeting.

The railroad club members were excused at 7:45 p.m.

RESOLUTION 09-10: AGREEMENT WITH SOUTH WEBER RAILROAD CLUB FOR MINIATURE TRAIN AT CANYON MEADOWS PARK: Matt Dixon, City Manager, stated South Weber City owns a 17 acre park known as the Canyon Meadows Park. The South Weber Railroad Club, a nonprofit organization, approached the City requesting the City consider entering into an agreement with the Club wherein the Club may be allowed to use the Canyon Meadows Park to run their railroad system. The agreement sets forth the terms and conditions by which both the club and the City will work to ensure that a safe, entertaining, rail system gets constructed in Canyon Meadows Park. This is an exciting amenity that will make the park a unique destination for hobbyists and families alike. The agreement has been reviewed both by staff and legal counsel. The club has committed to providing rides to the public two Saturdays per month.

Scott Stowell, 2178 N. 2070 W. Clinton, Utah, stated if this goes through they would like to be able to get into the barn and find out what that would entail to make it useable. They would like to temporarily store a tractor/equipment in the barn. He stated the area on the north side needs to be carefully taken apart and rebuilt. The inside needs to be cleaned out. Mayor Petersen stated the barn is hoped to be used for a museum.

Councilmember Poll moved to approve Resolution 09-10. Councilmember Poff seconded the motion. Erika called for the vote. Councilmembers Peterson, Poff, Poll, and Woodbury voted yes. The motion carried.

RESOLUTION 09-10

AGREEMENT BETWEEN SOUTH WEBER CITY AND THE SOUTH WEBER RAILROAD CLUB

WHEREAS, South Weber City owns a 17 acre park known as the Canyon Meadows Park; and

WHEREAS, the South Weber Railroad Club, a nonprofit organization, approached the City requesting the City consider entering into an agreement with the Club wherein the Club may be allowed to use the Canyon Meadows Park to run their railroad system; and

WHEREAS, the City Council discussed the unique benefits entering into such an agreement might have for the City and the Canyon Meadows Park; and

WHEREAS, an agreement was drafted by the Club and presented to the City Council for review; and

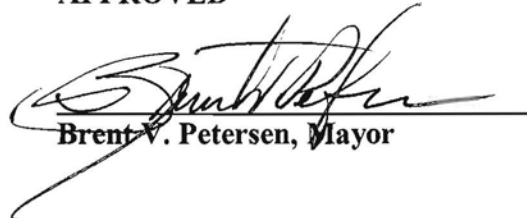
WHEREAS, the agreement sets forth the desires of both the Club and the City to ensure the safe and unique development of a rail system within the Canyon Meadows Park; and

WHEREAS, the City Council of South Weber, after reviewing the agreement agrees it is in the best interest of the City to enter into said agreement with the South Weber Railroad Club.

BE IT THEREFORE RESOLVED by the South Weber City Council that the City accepts the terms and conditions of the Agreement with the South Weber Railroad Club.

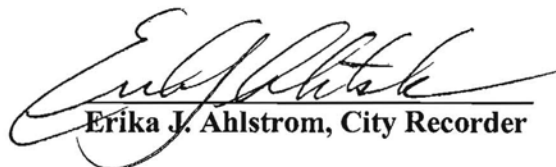
PASSED AND RESOLVED by the City Council of South Weber City this 24th day of March 2009.

APPROVED



Brent V. Petersen, Mayor

Attest:



Erika J. Ahlstrom, City Recorder

AGREEMENT BETWEEN SOUTH WEBER CITY AND THE SOUTH WEBER MODEL RAILROAD CLUB

This agreement, Made and entered into this 31 day of Mar, 2009 by and between the CITY of SOUTH WEBER, a municipal corporation hereinafter called "City", and the South Weber Model Railroad Club hereinafter called "The Club."

Witnesseth:

Whereas, The Club, a non-profit corporation (in application as of this agreement), proposes to render advantageous and desirable services by and through its model railroad activities.

Whereas, it is the desire of the City to aid and assist The Club in the development of this program; the same being consistent with the City's Parks Master Plan.

Whereas, the City, in review of the Canyon Meadows Park Master Plan, has approved the concept of The Club's use of the Canyon Meadows Park.

Now therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1.0 General Provisions:

The City agrees to cooperate with the Club in providing the use of The Canyon Meadows Park (approximately 17 acres) for the operation of a phased development of The Club's facilities. The presumption upon which all sections of this agreement shall be interpreted is that the City's programs and desires shall in all cases and at all times take precedence over The Club's and that The Club shall use The Canyon Meadows Park facilities during such periods and for such purposes as prescribed herein and as the City may make available. The City also agrees to provide and pay for water and electricity for all facilities on City property and in addition agrees to maintain all landscaping on City property including properties in and around the railroad related facilities. The Club shall maintain the railroad right-of-ways to include single use railroad bridges, all miniature railroad buildings, and railroad signals and signs.

The parties to this Agreement are not agents or partners of each other and neither shall have the authority to act or speak on behalf of the other, unless expressly authorized by the Agreement.

1.1 Construction

The Club shall provide the labor to build the track, to include laying the track, building bridges (non-dual-use bridges), and installation of scale buildings along the track route. Any railroad bridges combined with park walkways shall be built by the City and The Club shall lay the track on these dual use bridges. The conceptual track right of ways shall be incorporated on the City's Canyon Meadows Park Master Plan. All track right of

ways and conduits under said right of ways shall be constructed by the City. All construction by The Club or the City shall be done in accordance with the City's Canyon Meadows Park Master Plan. All changes/deviations from the Canyon Meadows Park Master Plan pertaining to the location and construction of track, whether suggested by The Club or City shall first be approved by The Club Track Committee which will review the suggested changes to verify said changes meet certain track requirements (i.e. radius', grade, etc.). Following The Club Track Committee's review and recommendations, the changes/deviations shall be submitted to the City Council for its review and approval prior to commencement of construction. Once track is constructed and deemed safe, ownership of said track shall transfer immediately from The Club to the City and shall be considered a donation from The Club to the City.

1.2 Operation

Scheduled run days are formally established for the second weekend of each month during daylight hours. Scheduled runs shall only be done if the weather permits and as long as the track is in a safe, operational condition. Daylight hours for the purpose of run days shall be 8:00 am to 5:00 pm. The Club shall be allowed to provide rides outside of these hours if it chooses as long as the track is safe and weather permits. The Club shall have at least two trained members on any train hauling the general public for safety reasons and at all times shall operate the trains in accordance with The Club's adopted Operating Rules (see appendix B).

In the event of an accident involving damage to persons or property, an accident report shall be made according to The Club's Operation Rules sections 2.6 and 5.3 and Section 8.020 of the City Policies and Procedures. The City shall be notified the next business day of the accident or incident. A copy of The Club's written accident report shall be provided to the City no later than 36 hours following the accident. The City's Risk Management Committee and The Club's Board of Directors shall hold a meeting within 14 days from the date of the accident to discuss the causes of the accident, what preventative measures could have been taken, and to determine what, if any, changes need to be made to reduce the possibility of a similar accident or incident in the future.

1.3 Term of Agreement

The term of this agreement shall be 99 years unless the Termination of Agreement clause below is exercised.

1.4 Funding

The funding of the railroad shall be a cooperative effort between City and The Club. It is understood that both parties' abilities to fund the items contained within this agreement are contingent upon budget availability and allocations from each entities' governing board. It is the intent of The Club to ask businesses and private individuals for

donations to help fund certain parts of the railroad. These donations shall be used to offset costs for, but shall not be limited to the following items: Tunnel, long bridge to tunnel, riding cars (club owned), locomotives (club owned), and track. The following is a breakdown of the equipment and infrastructure needed and which party shall be responsible to fund them:

1.4.1 City includes but not limited to:

- a) 2 inch conduit under all track right of ways (Signaling system)
- b) All earth work needed to create the track right of way
- c) Placement of power and water along track right of way as shown on the master plan for the park.
- d) Dual use bridges (walking and railroad)
- e) City park signs

1.4.2 The Club includes but not limited to:

- a) Scale buildings (Club owned) along the railroad right of way
- b) Riding Cars (club owned) initial construction and maintenance
- c) Locomotives (club owned) initial construction and maintenance
- d) Track maintenance
- e) Railroad signs, crossing gates, warning signs along track right of way, warning signs at path crossings, Passenger riding rules (at loading areas) (All Club owned)

1.4.3 City and Club includes but not limited to: (All City Owned)

- a) Track
- b) Ties
- c) Road base (ballast)
- d) Non-Dual use bridges
- e) Tunnel

1.5 Funding, Funds Collection and Funds usage

See **2.4 Financial Report** for fund reporting

1.5.1 Upon City Council approval, The Club shall be allowed to collect a small fee to ride on the trains. The fee shall be collected if the train equipment is Club owned or privately owned. Fees shall only be collected during regularly scheduled ride weekends.

1.5.2 The Club shall be allowed to collect donations at all times to include regular ride weekend(s).

1.5.3 The Club shall keep a record of Donations collected, fees collected and rider counts. This data shall be part of the Financial Report.

1.5.4 Fees collected for rides shall only be used to maintain the railroad and shall include, but not be limited to: track, bridges, club equipment to haul the public, and insurance.

1.5.5 Donations shall be used in the same manner as the fees collected (1.5.4) and as deemed appropriate by The Club for the furtherance of its mission. These expenditures include, but are not limited to: Scale buildings, Construction of Club owned riding equipment, and Club owned Locomotives.

1.5.6 The city shall fund the track to include rail, ties and ballast. This funding may be done in a phased approach and will be done based on an agreement with The Club as to which areas should be done and in what order.

Note: It is preferred that the City purchase track for The Club based on a “pick list” provided by The Club. When the City and The Club agree on what should be built, The Club will provide the City with a list of required items to accomplish the build. This will allow the City some latitude in how it plans out park expenses.

1.5.7 The Club shall be allowed to purchase track if donations allow. Track purchased using donation can be used on “in-phase” or “out-of-phase” track construction. “Out-of-phase” is track not being laid down in the current phase, but is part of the master plan.

1.6 Use of Track

The track shall only be used by members of The Club in good standing. Visitors may use the track only during special meets or when a member in good standing is at the track. All visiting operators shall agree to and sign a release form and agree to follow the safety rules adopted by The Club and this Agreement.

1.7 Rider Rules and Operating Rules

Riding Rules (Appendix A) and Operating Rules (Appendix B), here by referred to as “The Rules”, are attached to this document for reference only. The Rules may need to be

modified at times and any modifications to The Rules shall not require this document to be re-voted on or re-signed by the City or The Club. In the event of any changes to the Operating Rules, the City shall be provided a copy of the changes for comment. The City has the authority to amend rules contained in the Rider Rules so long as such amendments shall be limited to general public safety. The changes shall be presented to The Club in writing for review and inclusion in the Rider Rules. Upon acceptance by The Club a new copy of the Rider Rules shall be provided to the City. In the event of a safety concern affecting the Operation Rules, the Club Board of Directors and the City Council shall hold a meeting to resolve the concern to the satisfaction of both parties.

2.0 Special Provisions:

2.1 General public

No charges of any kind shall be made to the public except that The Club shall be allowed to charge a small fee to riders to help cover operating costs. Operating costs shall include but not be limited to: fuel, materials to construct passenger cars and locomotives (club owned equipment), track maintenance, and insurance costs. Annually The Club shall submit the proposed rider fee to The City for review and authorization. Participation on public rides shall be dependent upon full compliance with all safety regulations as adopted by The Club. Further, participation in all train related activities shall be without regard to race, religion, or national origin. The general public riding rules are contained in Appendix A.

2.2 Rides

Members of The Club shall not be obligated in any way to run an amusement park, nor furnish rides to the general public on their personally owned equipment. However, The Club or its members may want to offer rides on the trains they operate as long as full compliance with safety rules and regulations are followed. Club members may elect not to offer rides to the general public on their personal equipment during regularly scheduled public ride days. The Club agrees to provide at least one locomotive and riding cars on regularly scheduled ride days.

2.3 Posting

Appropriate signs delineating public safety regulations will be clearly posted. The general public riding rules are contained in Appendix A.

Appropriate railroad signs will be purchased and installed by The Club i.e., passenger loading, crossing signs, warning points, passenger area(s).

2.4 Financial Report

The Club shall submit an annual report of revenues generated from the previous year's train rides revenues collected as donations, and expenditures pertaining to the Canyon Meadows Park Project. A copy of The Club's financial records shall be submitted to and reviewed by the City Council on or before April 1 each year. Additionally, The Club agrees to provide an annual report to the City Council of ridership numbers. The City reserves the right to inspect any and all financial records of The Club and The Club agrees to provide access to such records within 10 business days following the City's request.

2.5 Ownership

The Club shall own and maintain a club locomotive and riding cars as well as scale buildings. The Club shall keep track of how much track is paid for by the City and how much is paid for by The Club. Upon termination of the 99 year agreement The Club shall be allowed to remove any track paid for solely by The Club or through donations to The Club. The City shall reserve the right to purchase any track owned by The Club. If the City purchases the track The Club will not claim ownership of said track. If the City does not want the track, the City may donate the track and structures to The Club and allow The Club 6 months to remove all track and structures. The Club reserves the right for first refusal on the track if the City deems it no longer wants the track in the park. This shall include railroad only bridges and other structures as identified by the City.

2.6 Connection from Private individuals

Requests for private connections to the track shall be submitted to The Club in writing. The Club shall review the request specifically looking at safety concerns and whether or not The Club wants the connection included in the Canyon Meadows Park Master Plan. Once The Club has determined the connection is desirable and safe, The Club will present the request to the City for authorization to incorporate the connection into the Master Plan and this Agreement. All expenses incurred in the addition of a private connection shall be at the expense of the private individual desiring the connection. In order to add and use a private connection to the track, persons shall be members in good standing with The Club and shall thereby agree to adhere to all Club safety rules (appendix B). If persons with a private connection to the track refuse to join The Club or lose their membership to The Club for any reason, the private connection shall be removed at the Club's sole expense upon authorization by the City, so long as the removal is limited to sections of track installed on public property.

3.0 Indemnity Clause:

3.1 The Club assumes the City shall be the sole owner of the track.

3.2 The Club shall indemnify, defend and save and hold the City harmless from any and all claims, demands, suits, fines, fees or causes of action for death or injury to persons, or damage to property resulting from or in any way connected to the track and/or The Club's use of said park facility, or anyone associated with The Club.

3.3 City shall save and hold The Club harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting from or which may arise by reason of dangerous or defective conditions of City property, except for property, if any, to be maintained by The Club under this Agreement, or by reason of a failure to maintain said park facility in a safe condition.

4.0 The Club Insurance:

4.1 It is the assumption of The Club that the City's insurance will cover the track contained within all publicly owned property.

4.2 The Club agrees to take out and maintain, at its expense, public liability insurance in an amount and with an insurance carrier that shall be satisfactory to the City. Said insurance shall be purchased in order to protect The Club against liabilities mentioned in the Indemnity Clause, and for damages on account of or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of The Club or any person acting for The Club or under The Club control or direction, and also to protect against loss from liability for damages to any property of any person caused directly or indirectly by or from acts or activities of any person acting for The Club. Such insurance shall be maintained in full force and effect during the entire term of this agreement and the City shall be a named insured on the policy.

A copy of said certificate shall be provided and kept on file in the office of the City Recorder. The Club agrees that this agreement shall terminate, at the option of the City, upon the effective date of the cancelation, termination, or suspension of any or all of the insurance policies heretofore mentioned, unless before such effective date The Club has acquired other insurance which, in the determination of the City, adequately replaces the canceled insurance.

5.0 Closure of Facility:

The City, after giving proper notice to The Club, shall reserve the right to temporarily close all park facilities, including all related Club facilities within the park for reasons of health, safety, or necessary repairs.

The Club, after giving proper notice to the City, shall reserve the right to temporarily close the track for reasons of health, safety, or necessary repairs. All efforts shall be made to provide public rides during any closures on track deemed safe by The Club. At no time shall the general public be taken onto a track deemed unsafe and/or closed.

6.0 Termination of Agreement:

The City or The Club may terminate the provisions of this agreement at any time upon 90 days written notice. Upon termination, The Club shall remove all Club owned equipment and fixtures from the park within 90 days following the official termination date. If the 99 year term is to be terminated and the City does not want the track, the City shall allow The Club up to 9 months to remove all track, structures and railroad only bridges.

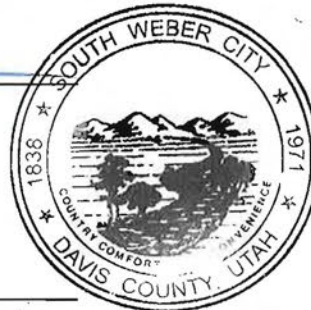
7.0 Arrangements for use of Facilities

The City's City Manager and The Club's President, or designees shall meet annually for the purpose of preparing a comprehensive schedule for the use of the City's Park facilities, consistent with the provisions of this agreement. The dates for any special excursions (event) trains shall be set at this meeting for the year. The City or The Club shall reserve the right to request a special meeting or to be added to a regularly scheduled City or Club meeting for the purpose of adding, removing, or changing dates set at the annual meeting.

SOUTH WEBER CITY

By:


Brent V. Petersen, Mayor




ATTEST:


Erika J. Ahlstrom, City Recorder

SOUTH WEBER MODEL RAILROAD CLUB

By:


Its: President SWMRR

RAILROAD TRACK AT CANYON MEADOWS PARK: Matt Dixon, City Manager, stated the newly adopted Fiscal Year 2010 Budget includes an allocation of \$35,000 for the construction of the first phase of the Canyon Meadows Park rail. These purchase orders are for the materials (240" rail – approx. 7,000 ft.) & 10,700 ties and tie plates) that will be used to construct 3,500 feet of track. Because of the uniqueness of this type of materials, these are being treated as single source providers.

Councilmember Peterson asked if there is a limit for the train track. Matt said it is \$35,000.

**PURCHASE ORDER #1564: FUTURA INDUSTRIES \$6,034.50 FOR RAIL
PURCHASE ORDER #1565: ROLL MODELS \$19,795.00 FOR TIES AND TIE PLATES**

Councilmember Peterson moved to approve P.O. #1564 to Future Industries for \$6,034.50 for rail. Councilmember Poll seconded the motion. Councilmembers Peterson, Poff, and Poll voted yes. The motion carried.

Update – South Weber Short Line Railroad at Canyon Meadows: John Grubb and Scott Stowell provided an update of the status of the small scale railroad being installed at Canyon Meadows. They have chosen the name “South Weber Short Line”. Mr. Stowell reported they have built one riding car. UTA has donated two crossing arms, which the railroad club is painting and refurbishing, to be put at the entrance going into the park that will operate during run days. Chief Graydon clarified that emergency vehicles will be able to get through if needed. Mr. Stowell reported other train clubs use similar crossing arms with no problems. The arms will be strapped up when the train is not running. They operate on 12 volts. Mayor Monroe expressed concern on how the crossing arms will affect the appearance of the park. Mr. Stowell asked if the council wants to have a railroad theme for the park. Mayor Monroe asked for the council’s opinion. Councilmember Thomas said he has no problem with the crossing arms as long as they are only activated when they are running the train. Councilmember Woodbury said it is needed for safety. Councilmember Poff’s concern is they are big and bulky, but we need to have some way to stop traffic. Mayor Monroe said along with safety, we need it to look nice. Mayor Monroe directed direct staff to work with the railroad club regarding installation of the crossing arms. Brent Petersen suggested sending UTA a thank you note from the city.

In regard to theming of the park, Mr. Stowell reported the club has been offered two full sized box cars which could be placed at the park. The cost of transporting the cars was discussed; it could cost thousands of dollars but the club may be able to get it donated. Utilizing different types of cars for facilities such as bathrooms and concession stand was discussed. Councilmember Poff said at the Utah League convention Union Pacific discussed restoring cars, so may they should be approached. Mark Larsen said we need to make sure it fits in with the master plan. GSBS will be asked to look at this.

Mr. Stowell said the club is soliciting donations for cars, track, etc., but asked if the city can put budget for funds for track for the next phases. Councilmember Woodbury suggested the club provide possible Eagle Projects; Mr. Stowell will submit a list.

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Pg 5-6

South Weber Model Railroad Club: Mayor Monroe asked everyone if they received the comments sent out by the club this morning. Councilmember Woodbury expressed his concern regarding the club taking over the park and turning it into a railroad themed park. He inquired what the original adopted master plan showed and cautioned the Mayor and Council to make sure the plan is being followed.

Councilmember Thomas stated the club is looking to get a caboose to turn into a restroom. Councilmember Lusk recalled the master plan shows the building to be a combined announcer, snack, and restroom facility. Councilmember Thomas asked if they should be allowed to put in track in areas not

currently developed. The club has stated they do not have a problem removing track as long as they have notice before hand.

Councilmember Poff stated the club is a good driving force for the completion of the park. The Council discussed funding of the railroad and the park. Councilmember Lusk stated that it should be made very clear that funds are not coming from the city right now. Councilmember Poff stated that the types of recreation need to be specified for the park – will we allow bikes, pets, etc?

5/4/10

SOUTH WEBER MODEL RR CLUB

- 1) The SWMRC has chosen the following name for the new 1-1/2" scale railroad located at the Canyon Meadows Park. **"SOUTH WEBER SHORT LINE"**
- 2) The club has obtained two road crossing arms (former Union Pacific) to be placed at the entrance to the new park. (one on each side of the entry lanes) These will be operational when the train is running on the track for safety reasons. We should have them on the property and installed by the end of May at the latest.
- 3) The Club will advise the City around the end of June, weather permitting and bridge completion (6), when public train rides could take place.
- 4) The Club is working on obtaining donations to build both riding cars and an engine. At this time the Club has one unfinished riding car. It was provided to the Club by Futura Industries. The cost of each riding car is \$1,000. This will cover the car for 3 years and after that it's \$300 a year to maintain the spot on the car. We plan on doing other options on the riding cars after we get going and see if the cars are popular with the businesses. We will sell advertising space on each car as donations are provided. If a corporation or individual wanted to buy a car (riding or otherwise) and give it to the Club that would assist us in giving more rides. They could claim a tax deduction, depending on the value of the car. An engine capable of pulling loaded cars up a 2% grade will cost between \$5,000 to \$12,000, depending if we build it or purchase it new/used.
- 5) At this time some Club members have engines and a few cars which can be used for public rides.
- 6) The Club has been offered 2 full sized railroad box cars (presently in Salt Lake.) These cars could be placed on park property to enhance the park railroad theme and be useful for Club storage.
- 7) The Club Would like to bring to the City a proposal to make the park a railroad themed park and have it carried throughout the entire park. It may be possible to obtain a restorable passenger car that could be used for both a restroom and concession stand. Size is an issue with any full sized rolling stock. The cost of moving and placing cars of this size on the property is not cheap. It is possible donations could assist both the city and the club in this project if the city want to move forward with the proposed theme.
- 8) The Club requests the City establish a track budget could be allocated for 2011. The Club plans to proceed in laying track throughout the park. As construction proceeds into the next phase, track would be removed in those areas as needed.

The overall track plan (in most areas of the park) does not interfere with any of the future construction on the property. Again, as we proceed with the construction of major items for the track, private and public donation will be asked for. All corporations making donations could have the opportunity to name their item; such has the 200' tunnel, a 300' wood trestle bridge and many other items as approved by the City. If any of these items are named only a small sign will be placed on the item. We don't want "bill boards" attached to the sides of bridges or tunnels. We want to keep the park looking like a park not a field of advertizing.

9) Track Stats

- 79 20 foot panels at the park 1580 feet total
- Approximately 30 minutes to build each panel using 5 to 6 people which is approximately 200 people hours to build the 1580 feet
- 20 people hours to build the track for the road crossing and the sidewalk crossing
- Approximately 3 hours to get track to the park and laid using 6 to 8 people 24 people hours
- Connecting track panels together 3 people at 30 minutes per connection 40 hours of people time
- Building connector section to go from steel rail to aluminum rail 5 hours to build the 4 needed by one person
- Connecting the steel to aluminum adapters to the road crossing and the sidewalk crossing 5 hours using 2 people is 10 people hours
- Approximately 1 hour per panel to ballast them down, 7 to 8 people is 632 people hours
- Fine tuning the road bed for the track (hauling and loading road base) 5 people approximately 5 hours total of 25 people hours
- 6 bridges 2 people at 3 hours per bridge is 36 people hours

- So averaging 5 to 8 people, 1580 feet of track, 6 bridges, total number of people hours is approximately 992 people hours

- We have kids involved from around 4 years old to high school.

10) Treasures report

- Income
 - Dues \$775
 - Donations \$960
 - \$350 for 501C3 filing
 - \$50 from Peter Jackson from New Zealand
 - \$550 from Dan Heiny for a club portable track
- Expenses \$76.00
- Bank balance \$1659.00

fire flow in this subdivision, any home he built never needed to have sprinkling systems. Mr. Nilson discussed when the fire hydrants were tested, it was determined that the valves were not opened all the way. Mr. Nilson stated he set up a meeting with the city staff and he was told at that meeting that he didn't ever need to install the sprinklers. He is feeling personally abused on this issue because of the way he was treated by the staff and what he was told by Fire Chief Graydon and Mark Larsen. He would like to know why it changed. Mayor Monroe stated after reading the minutes and code, he isn't sure that anything has changed. Mayor Monroe stated there are items they can't discuss because of the litigation. He stated there is a new water tank that will help (with fire flow). Mr. Nilson stated he doesn't need more water pressure for this subdivision. Mayor Monroe stated he will take this information into consideration.

SOUTH WEBER MODEL RAILROAD CLUB: Scott Stowell, representing the South Weber Model Railroad Club, approached the City Council. Mr. Stowell addressed concerns the club has regarding present and future support from South Weber City. He stated the club has a very successful grand opening with an estimated crowd of 1000 plus were in attendance on Saturday the 18th of September with another 300 plus attending on Sunday. He stated no donations were asked for but were taken if offered.

Mr. Stowell asked if the city will allow the club to proceed with laying track in the park. He stated they would like to work with the Public Works Director. Councilmember Thomas didn't have a problem with that. Mr. Stowell stated the club would like to continue to expand the track (per outlined design of the park and as funds are available) into phase III and IV of the park. He stated it is the club's intention to solicit for such donations to be made payable to the Canyon Meadows Park track fund, presently in position in city funding. Mayor Monroe stated this is acceptable as long as the club stays within what was originally planned. Councilmember Poff suggested getting it surveyed to make sure it is in the right place.

Mr. Stowell then asked if the city will support the club in obtaining donations to fund a restroom/concession structure near the 300' ball diamond. He stated they have an opportunity to get a passenger car and convert it. Mayor Monroe suggested the club sit down with everyone and review the footprint plan. Mr. Stowell asked if the city would be opposed to a structure such as a dining car or a restorable structure such as a depot, in the event grant money could be found for such restorations. Mayor Monroe stated he doesn't have a problem getting grants; in fact, he would encourage it. Councilmember Thomas suggested looking at planning and where everything will fit.

Mr. Stowell stated as per the agreement between the city and the club, a (\$1.00) donation to ride the train will be asked of the public. He stated donations are not mandatory to ride the train, but will provide the club with funds to pay for insurance, buy equipment (engines and riding cars), and maintain such items, as well as buy more track. Councilmember Thomas thinks it is fine to have a voluntary \$1.00 donation. Mr. Stowell stated they want people to ride the train and won't turn away anyone who can't pay.

Mr. Stowell asked if the club has permission to request a government grant to restore the Petersen barn for use as a railroad/farm historical museum and office space for the club. He stated in the future the club will fall under the mantle of "historical" so as to obtain a 501(c)3 tax status. Mayor Monroe stated any resource for money or grants is encouraged. Mr. Stowell

stated he is still working on the 501(c)3. He stated they are in the process of changing their name.

Mr. Stowell stated funds to provide a portable toilet for the club's grand opening were denied. He stated the club went ahead and rented a portable toilet at the last minute at a cost of \$175.00, and it could have been \$90.00. Mr. Stowell asked if the city would be willing to reimburse the club for this expense and that funds are not taken from the track fund. Councilmember Thomas stated he doesn't have a problem with reimbursing because there is a need for that. Councilmember Poff suggested looking into garbage cans and picnic tables as well. Emily stated she will get with the Public Works Department.

Mr. Stowell stated the hours of operation are the third Saturday and Sunday of each month. Saturday from 9:00 a.m. to 5:00 p.m. and Sunday from 11:00 a.m. to 5:00 p.m.

Mayor Monroe has heard from several individuals that the grand opening was a success and was enjoyed by those who attended. Mr. Stowell stated they would like to be involved with Country Fair Days as well as look at the possibility of a Halloween Train and Christmas Train.

Ron Anderson, 1785 E. 2825 Layton, stated he is looking at building a home on lot #75 and he is currently looking into building a larger shed to help store some cars. Mayor Monroe stated he doesn't know yet what future plans are but it sounds like a great idea.

The council discussed who would be the point of contact. Councilmember Thomas suggested the club work with Rodger. Mayor Monroe suggested Rodger decide whether or not he wants to delegate that to Mark Larsen.

NON-SCHEDULED DELEGATION:

Fire Chief Graydon addressed Mr. Nilson's concerns: He stated he would like to address Mr. Nilson's concerns tonight. Chief Graydon read from the minutes of 28 August 2007 in which the International Fire Code was adopted by the city. Chief Graydon stated he didn't require sprinkling systems, but he did approve the sprinkler systems plans that were put before him. He stated the company hired by Mr. Nilson installed more sprinkler heads than they needed to. He stated concerning the pump being on or off, the issue is that it doesn't come on all the time when it is supposed to. Chief Graydon said he took an oath of office three years ago and he is not willing to put the city, citizens, or firefighters at risk by not enforcing the fire code.

James Williams, 799 Maple Street South Ogden, Utah: He is serving on the South Weber Model RR Club. He stated on the opening day of the railroad there were many excited people who enjoyed riding the train. He thanked the city for all their help. He stated this is a beautiful community.

COUNCIL ITEMS:

Councilmember Poff:

Parsons: Councilmember Poff suggested asking Parsons about parking lot use for Country Fair Days.

October 12, 2010
Work/Discussion Meeting Prior to City Council

The work meeting commenced at 5:34 pm.

Those in attendance to the work session were: Mayor Monroe, Councilmembers Thomas, Poff, Woodbury, Lusk, and Deputy City Recorder Emily Thomas.

Mayor Monroe conducted the meeting.

Council Agenda: The Mayor stated he will be moving Resolution 10-36, Appointment of City Manager, to 6:20 pm.

2010 Country Fair Days Repot: No discussion was held on this item.

Resolution 10-33 Final Acceptance Canyon Meadows PUD: Councilmember Thomas asked if anything has occurred with this development. Mayor Monroe stated that everything has been reviewed and completed as outlined in the agreement. A bid was provided for the completion of the seal coat. Clarification on who will be responsible for the seal coat is needed. Mayor Monroe proposed the money to be kept from the escrow account and the City will see that this is completed. Mr. Turville obtained a bid from Post for just over \$21,000.

Councilmember Woodbury stated he is unaware of the history of this subdivision. Mayor Monroe gave a brief overview of the development through the years.

Resolution 10-34 Approval of Participation in Davis County Fire Dept Regional Grant: Mayor Monroe stated the city's match for the grant is \$8,010.00. This will provide a second line throughout the region for communication during a disaster. Councilmember Woodbury asked if the system is operational if cell towers are down. Mayor Monroe recalled that it is.

Councilmember Lusk arrived at this time (5:43 pm)

Resolution 10-35 Support of Land & Water Conservation Fund Matching Grant Application for Cedar Loop Park: Councilmember Poff asked if the project will still go forward if the grant is not awarded. Mayor Monroe stated yes. Councilmember Poff suggested getting scouts to help with the park.

Discussion Concerns Regarding City's Fire Protection Requirement: Mayor Monroe stated that if the discussion begins to be a platform for bashing staff, then he will ask Mr. Nilson to attend a closed meeting where the discussion can continue in the proper setting. Councilmember Poff stated that the item requires no action tonight. Mayor Monroe stated Mr. Nilson has an issue with the Fire Chief and is upset that they have homes with ugly sprinkler heads. Councilmember Thomas stated that now fire walls are being implemented, Mr. Nilson is complaining about the past. Councilmember Woodbury added that the new water tank will help with any pressure issues.

South Weber Model Railroad Club: Mayor Monroe asked everyone if they received the comments sent out by the club this morning. Councilmember Woodbury expressed his concern regarding the club taking over the park and turning it into a railroad themed park. He inquired what the original adopted master plan showed and cautioned the Mayor and Council to make sure the plan is being followed.

Councilmember Thomas stated the club is looking to get a caboose to turn into a restroom. Councilmember Lusk recalled the master plan shows the building to be a combined announcer, snack, and restroom facility. Councilmember Thomas asked if they should be allowed to put in track in areas not

currently developed. The club has stated they do not have a problem removing track as long as they have notice before hand.

Councilmember Poff stated the club is a good driving force for the completion of the park. The Council discussed funding of the railroad and the park. Councilmember Lusk stated that it should be made very clear that funds are not coming from the city right now. Councilmember Poff stated that the types of recreation need to be specified for the park – will we allow bikes, pets, etc?

The meeting adjourned at 6:00 pm. Work meeting minutes transcribed by Deputy City Recorder, Emily Thomas.

CC 2010-10-12 Work mtg pg 9

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To: The City of South Weber

From: The South Weber Model RR Club

The following memo addresses issues of concern the Club has regarding present support and future support from the City of South Weber, within the Canyon Meadows Park.

- 1) The Club had a very successful Grand Opening with an estimated crowd of 1000 plus were in attendance on Saturday the 18th of September, another 300 plus attended Sunday. With continued advertisement this could be a typical weekend crowd. No Donations were asked for but were taken if offered.

- 2) Will the City allow the Club to proceed with laying track in the Park?

In other words, can the Club continue to expand the track, (per the outlined design of the park and as funds are available) into Phase III and IV of the park. It is the Club's intention to solicit for such donations to be made payable to the Canyon Meadows Park track fund, presently in position in City funding.

- 3) Will the City support the Club in obtaining donations to fund a restroom/concession structure near the 300' ball diamond?

Would the City be opposed to a structure such as a dinning car or a restorable railroad structure such as a depot? Assuming grant money could be found for such restorations.

- 4) As per the agreement between the City and the Club a donation to ride the train will be asked of the public (\$1.00). Donations are not mandatory to ride the train, but will provide the Club with funds to pay for insurance, buy equipment, (engines and riding cars) and maintain such items and if possible to buy more track.
- 5) Does the Club have permission to request a Government Grant to restore the Petersen barn for use as a Railroad/Farm Historical Museum and office space for the Club? In the near future the Club will fall under the mantel of "Historical" so as to obtain a 501-C3 Tax status. (The Club will address this issue, in detail, in the near future).
- 6) Funds to provide a portable toilet for the Clubs Grand Opening were denied. The Club was advised to tell the public to find a restroom somewhere else. This was not acceptable to the Club, thus the Club rented a port-a-potty at the last minute at a cost of \$175.00, and it could have been \$90.00. We request at this time that the City reimburse the Club for the expense of the port-a-potty and that the funds are not taken from out track fund.

Recent concerns to the Club:

Insurance was not requested by the Club until three weeks prior to operations. In the Clubs opinion insurance was not needed until the planned carrying of passengers. Once the park had grass and appeared to be finished the dates were set for the rides and insurance was ordered. The insurance Company's underwriter, who approves their policies, found an error in the agreement between the Club and the City, which caused a delay in getting insurance. The Club contacted the City Attorney to help expedite the delay, thus clearing up the issue the insurance company's underwriter had with the agreement.

There is no city culinary tap water in the park which will allow us to operate steam locomotives. At some point several will be needed as the track expands. One near our track now would be sufficient to allow us to use steam locomotives. Until this tap water is available we cannot operate live steam without hauling it in, which limits the use of these type locomotives.

Please remember this is an all volunteer Club and things like fuel for the engines, were used opening day, was paid for out of each owner's pocket. To date Club members have put in more than 2500 hour's into track construction. This has been done using less than two dozen people, most of which do not live in South Weber.

It has always been the Club's intent to keep a close, team orientated relationship with the City leaders and staff. We as a club intend to build a safe, fun and interesting railroad which the public will like to come to and one the City is proud to show off. As Club president I'm asking to be allowed to continue building the railroad as we find funds to do so. We would like to be allowed to work with the City Inspector to be sure our track plans are followed. When the next phases of the park are implemented, if track needs to be removed to allow for construction we will do this. We need a couple weeks notice is all. We worked with several of the contractors in phase one to be sure the railroad wasn't damaged during construction. We would also like to request a single point of contact at the City to work through. We would like it to be someone who has time to come down and see the railroad once in a while and understand the challenges we have while building the railroad.

To: The City of South Weber

From: The South Weber Model RR Club

The following memo addresses issues of concern the Club has within the Canyon Meadows Park.

- 1) The Club will continue to expand the track, (per the outlined design of the park and as funds are available) into the Phase III and IV areas of the park. It is the Club's intention to solicit for such donations to be made payable to the Canyon Meadows Park track fund, presently in position in City funding. Is there a list of Corporations we **cannot** approach for donations for the track fund?
- 2) Will the City support the Club in obtaining donations and/or Grant money to fund a restroom structure/restoration, east of the 300' ball diamond? A structure has been offered to the South Weber Model RR Club by Union Station Foundation at no cost. It is an early 10' x 40' historic milk car used by the Salt Lake and Utah RR. (See photo). It does need restoration and would need to be placed on a foundation. The car could be moved to the 250' ball diamond area of the park for restoration as the foundation is being built. The club would request the city inspector come and look at the car to be sure it will meet city code once restored.
- 3) As the City is aware, some home lots are backed up to the park mainline track. The agreement between the City and the Club was to allow owners of these properties a right away to the main line. These property owners will be required to be members of the SWMRRC and must be in good standing with the Club. The property owners will be required to pay for all costs, to include a single switch and track from main line onto their property. Presently we have one individual requesting such a connection this year. This type of spur will be approved by the Club to verify the fit into the overall track design and then the request will be brought before the City for final approval. The agreement between the Club and the City requires this two step approval process for all variations from the approved track plan.
- 4) We would like to continue working with the City Public Works Director to be sure our track plans and the City guidelines are followed. When the next phases of the park are implemented, if track needs to be removed to allow for construction we need a couple weeks notice. We will be getting a copy of the drawings for the park so we can see where the infrastructure is placed and will leave the track in those areas removable.
- 5) The Club is assuming we are to work with the City inspector as we move forward with track installation in new areas of the Park. Within the next few weeks will be working with a surveyor to layout the next loop of track. Once the survey work is done we will have the city inspector review the placement to get approval before Railroad base work begins.

Thanks you for taking time to address these issues for our Club.

SWMRRC BOD



South Weber Railroad Club: Scott Stowell provided some questions to the City Council (attached to these minutes). He said he is working with the city engineer to get correct drawings to reflect what was approved at the last meeting the Club had with the Council. Mr. Stowell said the next set of track will be 800-1,000 feet; the track that goes through the tunnel will be where the water used to flow before they piped the ditch. He said this track doesn't affect any other phases of the park and they want to continue on as funding comes available. Mr. Stowell said the Club is willing to take pieces of track out as additional work is being done on the park. Mayor Monroe said the preparation for the track is the issue. Mr. Stowell said they are not asking for the city to prep the area for the track. Mayor Monroe said the city wants to ensure we improve this park in an orderly manner, stating we don't want to jump ahead and we want to make sure phase one is completed first. Public Works Director Mark Larsen said this would be one more thing to work around; he would prefer to stay out of the new phases until we get a new master plan. Mayor Monroe agreed.

Councilmember Thomas said one of our goals was to try to finish that park, and he asked if we have a timetable to finish so they can get the track in. Mark said in phase one we still need to complete the lights for the ball diamond, the snack shack, and the next ball diamond. Rodger said if we have ball diamonds there should be restrooms there. Mayor Monroe said he prefers not to have to keep renting porta-johns and we should have a facility down there. Councilmember Thomas asked what funds are available for this park and what we are anticipating on completing this year. Mayor Monroe said he met with Job Corps and they are willing to build as much as they can if the city buys the materials.

Mr. Stowell and Mr. Grubb reiterated the next piece of track won't affect any of the phases. Mark said we don't know what slope will be; he said as the water comes from the diamonds there is a big wet spot because the current tracks are too high. Mayor Monroe asked when they are getting funds for the tracks. Mr. Stowell said he needs to coordinate with Country Fair Days regarding who to ask for donations. He was advised to contact Daren Gardner regarding this. Mr. Stowell reported the Club collected \$1,200 at a recent train show at the Union Station. Mr. Stowell showed the council on the park map where they would like to proceed with the next piece of track. Mr. Grubb said there are companies that have talked to them about donating money (for the railroad) directly to the city. Mayor Monroe said the city is supportive of that, but reiterated we want to make sure we are doing it in an orderly manner. He said he does not want the Club to pull track up after it is put down.

Mr. Grubb said on the master plan the track is priority for grade. It needs a 2% grade, and he said the park "will have to plan around us". Mr. Stowell said the Club is willing to take any trees out that need to be taken out. Councilmember Poll advised that we don't want to take out trees unless it is necessary.

Councilmember Thomas asked about allowing them to go into the phase 5 area. Mark stated that we need to at least get a grading plan, and determine how we are going to get the water off (the property). Councilmember Thomas suggested having a grading plan prepared before they can lay track, and finding out where we are going to get the money for the restrooms. Mr. Grubb suggesting making a restroom by

modifying an old rail car. He said there is also an old train depot available in Heber City; the moving cost estimate is unknown. Rodger said that although this may be nice, it would be an extreme maintenance issue.

The council discussed and has not yet determined if this is going to be a train themed park.

Mayor Monroe summarize that we need to talk to the city engineer about getting a grading plan for all three phases, and including the railroad in that grading plan.

Erika Ahlstrom

From: Rodger Worthen
Sent: Monday, December 10, 2012 10:48 AM
To: Erika Ahlstrom
Subject: FW: Canyon Meadow Park

Erika-

What do you think about putting this on January work meeting? We should bring this up later today in huddle.

Rodger Worthen
City Manager
South Weber City
Tel: 801-479-3177
Fax: 801-479-0066
www.Southwebercity.com

-----Original Message-----

From: John Grubb [<mailto:>]
Sent: Sunday, December 09, 2012 9:26 PM
To: Rodger Worthen
Subject: Canyon Meadow Park

Rodger,

The Club has a couple of budget requests from the City this coming year.

- 1) We would like to have access to 110 power near our track in one of two locations. One near our track, North West end of parking lot, or near our loading ramp. If the City places the parking lot lights near one of these locations (with a plug at the base) that would work.
- 2) We need a "City" water tap near the track (in the ground) so we can fill our weed sprayers more often. Presently we bring water from home to fill our sprayer (30 Gal+ needed every 60 days).

Rodger, is it possible to take 10 min. this month, to show the Council photos of our proposed engine house structure? (same as I showed you) We have a 53' truck trailer that would be covered similar to the shipping containers. The building would look like a scaled down two story engine house, windows etc. with a side loading dock. The structure would allow us to store our Club engine, riding cars and work tools. We need the Council's blessing before placing the structure on the ground.

Thank you, John Grubb

JANUARY 22, 2013
WORK/DISCUSSION MEETING PRIOR TO CITY COUNCIL

Those in attendance to the work session were: Mayor Jeff Monroe, Councilmembers Randy Hilton, Michael Poff, Farrell Poll, Dave Thomas, City Manager Rodger Worthen, City Recorder Erika Ahlstrom, Deputy Recorder Emily Thomas.

Excused: Joe Gertge.

Visitors: Ron Anderson, Karen Anderson.

DISCUSSION: South Weber Model Railroad Club/Canyon Meadows Park: Ron and Karen Anderson represented the Club, which had submitted a proposal for an engine house, including some photos showing ideas for façades. A trailer has been placed in the park to serve this purpose. Mayor Monroe said the proposal stated they want access to power and a water tap. Rodger reported the Club placed the trailer without prior permission from the city; there was someone who needed to get off of their property. The engine house would be for storage of cars and tools so they won't have to haul in equipment for each ride. Mr. Anderson added that the structure also adds safety. He said the structure will be owned by the city. He said it is approximately 10'X10'X53'. Mayor Monroe said the Club is looking for acceptance from the Council allowing them to move forward. Councilmember Thomas said he is not opposed as long as it looks like a train depot façade. Mayor Monroe said it will be good for storage for the trains in the park. The Council chose the look as reflected on the first photo in the proposal. The improvements will be financed by the train club donations. Rodger asked about a time frame; Mrs. Anderson said it depends on finances. It was discussed that a plan and a building permit is needed, and the trailer needs to be placed on road base or a concrete pad, or some type of all weather surface. Mayor Monroe said that the Council is in favor of moving forward, and instructed the Club to get with Public Works Director Mark Larsen regarding the plan and permit.

Warrant Register and Consent Agenda: Councilmember Poll had some concerns that some of his comments regarding the appeal authority on Ordinance 13-01 were not reflected in the minutes. It was decided that this item will be taken off of the agenda for approval until Erika can go back and listen to the audio and make the appropriate changes.

Work meeting adjourned at 6:00 p.m. Work meeting minutes by Erika Ahlstrom

CANYON MEADOWS PARK

SOUTH WEBER MODEL RR CLUB

PROPOSED ENGINE HOUSE

STRUCTURE EXTERIOR

To the members of the South Weber City Council:

The following photos were taken of several shipping/containers used by the Maricopa Live Steamers in Phoenix, Arizona to store their trains and equipment. The exterior covering of each container represents different styles of buildings reminiscent of an era of railroad history.

It is our Club's desire to cover such a container/trailer to resemble a two story engine house and side loading dock. The structure we have in mind is 10' high x 53' long. It would be located directly South and West of the 300' ball diamond.

This structure would save the Club member's hours in setup and teardown time on our public run days.

We ask the Council to review this proposal.

There will be no cost to the City for the purchase, setup and covering of this structure. Club members and merchant donations will cover all costs.

Thank You, SOUTH WEBER MODEL RAILROAD CLUB



South Weber Model Railroad Club

AGREEMENT

March 24, 2009, the City and the Club enter into an agreement.

FINANCIAL

January 6, 2009 (p.2), the City Council wants more information on the financial aspects of this project.

501(c)3^[ET1]:

January 6, 2009 (p.1), the Club states they are working on obtaining this status.

March 24, 2009 agreement (p.1) indicates the Club is a "nonprofit corporation"

October 12, 2010 (p. 6), the Club indicates that "in the future the club will fall under the mantel of 'historical' so as to obtain a 501(c)3 tax status". Mr. Stowell then indicates (p.7) that "he is still working on the 501(c)3 status".

March 8, 2011 (p.7), the Club is collecting donations and raised \$1,200 at a train show.

Cost of Track:

January 6, 2009 state it is between \$5 and \$8 per foot.

May 19, 2009 (p.3) the Club asks for more funding that originally proposed – \$10,000 to \$35,000.

July 14, 2009 (p.6) the budget is amended to allow for \$35,000 for Club. It is indicated that \$35,000 is the Club's full allotment.

2013^[ET2] City receives an invoice for track at \$24 per foot.

Insurance:

March 3, 2009 (p.3) the City owns the track. "This will delineate a strong line for insurance purposes because it will be part of the park. The club's insurance will cover operation."

March 24, 2009 agreement (p.7) the Club will obtain insurance and submit it to the City Recorder^[ET3].

MASTER PLAN

January 6, 2009 (p. 2), the City Council never expresses official direction to put this on master plan. The January 15, 2009 GSBS plans^[ET4] do not reflect the addition of the train nor does the online version of the approved master plan. February 3, 2009 (p.1) Mayor Petersen states that "no official action has been taken and we are still in the discussion phase" and later in the meeting (p.2) states that "a master plan will have to have council approval".

Jones and Associates completed [ETS] a preliminary train layout February 24, 2009; however, this was never officially approved.

March 24, 2009 Agreement (p.1) indicates the City Council has approved the "concept of the Club's use of the Canyon Meadows Park" but does not identify an approved layout or plan.

October 12, 2010 (p. 6) Councilmember Thomas suggests "looking at planning and where everything will fit".

March 8, 2011 (p.8) "The council discussed and has not yet determined if this is going to be a train themed park."

March 8, 2011 (p.7) the Club references an "approved plan" from the last meeting held with the City Council. This would have been the October 12, 2010 meeting. The minutes do not reflect any type of plan approval, but rather indicate that planning should be done.

March 8, 2011 (p.7), the Club states that the park "will have to plan around us".

February 2013, following the City Council retreat, Staff begins working on updating phasing for Canyon Meadows Park. In doing so looked through the March 24, 2009 Railroad Club agreement and determined there were several areas that needed to be amended.

April 4, 2013, Staff and Mayor Monroe meet with the Club to discuss the agreement. The Club is provided with the proposed changes.

April 25, 2013, Staff and Mayor Monroe meet with the Club to discuss the proposed amendments to the agreement. The Club provides a letter stating they are not interested in amending the agreement [ET6].

PHASING

February 3, 2009 (p. 2), City Manager suggests a phasing plan is developed for the train.

March 8, 2011 (p.7), staff expresses concern with the track being placed outside of the City's currently working phase. Mayor Monroe agrees that the park should be done in an orderly manner and one phase should be completed before moving to the next.

March 24, 2009 agreement (p.1), calls out a "phased development of the Club's facilities"

MAINTENANCE

March 3, 2009 (p.3), the Club will maintain the weeds in the train track right-of-way.

March 24, 2009 agreement (p.1), the Club will maintain track right-of-way, railroad buildings, signals, and signs.

As indicated in the pictures below: The entrance signs have not been painted or maintained since installation. In order to ensure safety of the community, Public Works had to bolt the arms in position. The track right of way is full of weeds and NO signs have been installed.

INSERT PICTURES

PRIVATE USE IN PUBLIC PARK

March 3, 2009 (p.3), Club states, "there is no need to cover private use because there will be no private use"

March 24, 2009 agreement (p.5) "Club members may elect not to offer rides to the general public on their personal equipment during regularly scheduled public ride days."

SIGNAGE/SIGNALS/BUILDINGS

May 4, 2010 (p.1), Club indicates that UTA has donated two crossing arms which the Club is "painting and refurbishing". These arms will be "strapped up" when the train is not running and will only require a 12-volt battery to operate. Mayor Monroe expressed concern for the look of the arms and "how they will affect the appearance of the park" adding that "along with safety, we need it to look nice."

January 22, 2013 (p.1), Staff reports that a trailer was dropped off at the park without permission from the City. The City Council advises the Club to submit a plan and a building permit for the proposed train storage building. As of April 30, 2013, no plan has been submitted.

SOUTH WEBER CITY CITY COUNCIL WORK MEETING

DATE OF MEETING: 18 June 2013

TIME COMMENCED: 5:32 p.m.

PRESENT: MAYOR: Jeff Monroe
 COUNCILMEMBERS: Joe Gertge
 Randy Hilton
 Michael Poff
 Dave Thomas

 CITY MANAGER: Rodger Worthen
 CITY RECORDER: Erika Ahlstrom
 CITY TREASURER: Jami Jones
 DEPUTY RECORDER: Emily Thomas
 PUBLIC WORKS DIRECTOR: Mark Larsen

EXCUSED: COUNCILMEMBER: Farrell Poll

Visitors: John Grubb, Amy McCorkle, Tammy Long, Marlene Poore, Ron Anderson, David Eller, Dwain Hansen, Garrett Christensen.

Councilmember Gertge moved to convene the work meeting. Councilmember Hilton seconded. Work meeting commenced at 5:32 p.m.

DISCUSSION: Train at Canyon Meadows Park/South Weber Model Railroad Club Agreement: Rodger indicated the staff has been trying to plan the second ball diamond at Canyon Meadows Park as part of the City Council's policy and direction to get the parks improved. This includes working on other parks. Rodger said the train currently loops the current phase of the park. As part of the staff discussion, as we design the park, we needed to look at the existing train agreement. Staff found some items that needed clarification and amendment to the 2009 agreement. Rodger reported that staff and the Mayor met with the train club and gave them a copy of the proposed agreement amendments.

Scott Stowell, president of model railroad club, left a drawing with Rodger yesterday with minor adjustments in the track layout. He has a meeting to follow up with Mr. Stowell on the amendments in the agreement. The train club does not wish to change the term of the agreement, which Rodger stated is inconsequential because any party can terminate with proper notice so that's fine. Another item of concern is that the staff does not recommend the track be installed out of current phasing. He said it the challenge we have as a city is maintenance of the park and having the track there. Rodger said we are looking at developing the second ball diamond next year. He said in looking at remaining portion of park to the west there is no definitive track layout that was approved. He added that the train club believes it was approved, but staff couldn't find anything documenting this.

Rodger said staff would like to address amendments to the agreement with the club. He also stated it would be beneficial for the train club to have a financial business plan to present to the city on how much their future improvements will cost based on an estimate, how they will pay

for them and maintain them. He said the storage trailer they are working on for an engine house needs to be finished. Rodger said the train club has not yet completed getting their 501(c)(3) status.

Rodger reiterated that maintenance of the areas around the track are a real challenge. He said they can be worked around, but there are areas that are not accessible by a lawnmower. He said the challenge is inter-mixing the two uses. Public/private partnership is also an issue. He asked if we want private trains coming in, because they can have them now. How does it affect the other activities in the park, such as a softball tournament.

Rodger said there are concerns regarding the slope of areas of proposed track locations. He said we need to have the city engineer look at the plan and have it formally approved as what we want for the park. Mayor Monroe said we need to bring it back to council for approval of the design so we can make sure working on a design that's been approved.

Mayor Monroe agreed that maintenance without damaging the track is a challenge and concern; he said it comes down to trying to not damage the track as it is costly and time consuming for both parties.

Rodger said the train club wants to retain the option to go out of park phasing.

Councilmember Hilton expressed concern that we now have a track where the train can run, and he can see a lot of other features of the park that would be more advantageous to the city and residents than expending money on the train.

Ron Anderson, resident and club member, lives on the track. He said a lot of the cost (of the track) is not the city's. He said there is road base available and Perry Homes has said any fill dirt will be done by them. He said as a club member he knows the club members are willing to work with anything they need to do to make this feasible and enjoyable. He hopes the city will work with them to make this a fun park.

Rodger said we will have Brandon Jones look at the train layout and make sure it is doable then get it formally approved by the council. Not only for the track, but the amenities, so we can say this is how this park is going to be.

Councilmember Thomas arrived at this time and was updated on the issues in the agreement. Rodger said although it was thought that the city attorney looked at the agreement, there is no evidence in billing that the city attorney reviewed it.

John Grubb, resident and club members, said they would like to get in several hundred feet of track per year which will increase interest. He said the city has given nothing since the \$35,000 it initially put into the tract, and they didn't expect to have the city fund them.

Rodger said a major concern is financing.

Mark Larsen said going out of phase is not a good idea. He said it is counter-intuitive having to go back and take track out and re-grade.

Councilmember Poff said a big driver will be if the housing market picks up and houses go in, we may have demands from residents for the improvements.

Councilmember Gertge asked if there has been any experience with co-occupancy with ball games? Mr. Anderson said they have had softball games on going on during the Saturday rides with no issues as of yet. He pointed out that more sports may increase ridership. He said they have also offered to run the train for birthday parties, reunions, etc. to increase use.

Councilmember Thomas asked about the 501(c)(3). Mr. Grubb said they are not going to pay the \$350 fee if we don't come to an agreement with the city. Rodger said it is required for going out for donations, and the club is connected to the city through this agreement.

Emily Thomas said there are already distinct phases for the park, but staff has been looking at making the phases more financially feasible, drilling it down even further.

Mr. Anderson said he is not in favor of tennis courts. Councilmember Hilton disagreed.

Councilmember Gertge said he has gotten feedback that residents would like to see the splash pad installed there.

Emily stated we looked at the plan to drill down the phases, but we are stuck on the train. She said that staff met with the train club and tried to address the issues in the agreement, but the club responded that we are just staff and their agreement is with the council. Emily said we received a letter stating items the club won't negotiate on, and staff needs direction on the proposed changes so we have some direction when they give staff pushback.

Councilmember Thomas is concerned about building outside the phasing because of the circumstances it causes in the future. He is not concerned about the term because there is a termination clause of 90 days. He stated he is concerned that if we are building outside normal phasing, how much more expensive will it be in the future when we have to develop in the phase.

Mr. Anderson said if they were given the okay to go out of phase, anything that would have to be taken out during development would be the responsibility of the club. Mr. Grubb said the train could be running long before the anticipated 3-5 years to do the west end of the park.

Mark said it is not a good idea to have adjacent homeowners tie spurs in. It would have an effect on the landscaping and sprinkler system. Mr Anderson said that would be paid for by the private land owner.

Councilmember Thomas asked what is the time schedule on getting the trailer outfitted. Mr. Grubb said they are waiting to get the plans stamped by an engineer before they can submit the building permit.

Mayor Monroe asked the council to give staff direction.

Councilmember Poff said it would be beneficial to have an engineering firm that has more expertise with parks do the plan.

Councilmember Gertge asked if there are wetland potential changes, indicating this may have to be updated.

Councilmember Thomas proposed moving forward with the contract amendments that have been proposed by staff, with the exception of changes to the term, and to include the changes regarding building in phase and out of phase.

Councilmember Gertge said they need to finalize the building. He agrees with not going out of phase, and making some changes in the agreement. He said that information from the Army Corps of Engineers regarding the wetlands may change the design of the park. He said it will be worth it to get to the next step with an engineering firm with expertise in parks.

Councilmember Hilton agrees with having an engineer provide a phasing plan in certain order to avoid problems and stick to that order so the club doesn't have to tear anything out. He is concerned that money is the problem since they are not even working on the trailer now; he suggested holding on to their money in order to add track when the phases are being developed.

Councilmember Thomas suggested having distinct "pods" instead of "phases." Councilmember Poff said we need to address any need for fencing.

Emily said the train club needs to come forward without being negative.

Mr. Anderson said the club wants a win win situation.

DISCUSSION: Ordinances 13-03 and 13-04 Regarding Appeal Authority (*Public Hearings held on 26 Feb 2013 for Ordinance 13-03 Amending Title 10 Zoning Regulations, Chapter 2 Administration and Enforcement; Chapter 4 Appeal Authority; Chapter 5 Zoning Districts; Chapter 7 Conditional Uses; Chapter 11 Supplemental and Qualifying Regulations; and Chapter 14 Sensitive Land Development Regulations and Ordinance 13-04 Amending Title 12 Flood Control, Chapter 1 Flood Damage Prevention, Article 8 Appeal Procedure and Article 9 Variance Procedure:* Rodger said the council had wanted to speak to people at the St. George conference regarding the appeal authority Councilmember Poff said his view hasn't changed, and we should keep the power with the people. Councilmember Thomas said his view hasn't changed either. Councilmember Gertge said every city he talked to has moved to a designated appeal attorney. Councilmember Hilton said it makes sense and is simpler as infrequently as we need it. Erika provided a matrix which proved to be redundant. These ordinance will come to city council for a vote next week.

OTHER ITEM: The rezone application (Stephenson Homes) that the Planning Commission recently recommended to deny has been withdrawn. The applicant has chosen not to move forward for a decision from the council.

Councilmember Thomas moved to adjourn, Councilmember Gertrge seconded.

The work meeting adjourned at 6:32 p.m.

Minutes by



Erika Ahlstrom, City Recorder

SOUTH WEBER CITY COUNCIL WORK MEETING AGENDA

PUBLIC NOTICE is hereby given that the City Council of **SOUTH WEBER, Davis County, Utah** will meet in a **PUBLIC WORK MEETING** on **TUESDAY, 18 JUNE 2013** in the **City Planning Room, 1600 E South Weber Dr, South Weber, UT**

PUBLIC MEETING

**5:30 p.m. DISCUSSION: Train at Canyon Meadows Park/
South Weber Model Railroad Club Agreement**

DISCUSSION: Ordinances 13-03 and 13-04 Regarding Appeal Authority
(Public Hearings held on 26 Feb 2013 for Ordinance 13-03 Amending Title 10 Zoning Regulations, Chapter 2 Administration and Enforcement; Chapter 4 Appeal Authority; Chapter 5 Zoning Districts; Chapter 7 Conditional Uses; Chapter 11 Supplemental and Qualifying Regulations; and Chapter 14 Sensitive Land Development Regulations and Ordinance 13-04 Amending Title 12 Flood Control, Chapter 1 Flood Damage Prevention, Article 8 Appeal Procedure and Article 9 Variance Procedure

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, FAXED OR POSTED TO:

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com
UT PUBLIC NOTICE WEBSITE www.pmn.utah.gov
EACH MEMBER OF GOVERNING BODY

SOUTH WEBER FAMILY ACTIVITY CENTER
SOUTH WEBER ELEMENTARY
THOSE LISTED ON THE AGENDA

DAVIS COUNTY CLIPPER
STANDARD-EXAMINER
SALT LAKE TRIBUNE
DESERET NEWS

DATE: 14 June 2013

CITY RECORDER: Erika J. Ahlstrom

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY ERIKA AHLSTROM, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (479-3177).

Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council.

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Date of City Council Meeting: **18 June 2013**

Title: **South Weber Model Railroad Club Agreement**

RECOMMENDATION

Direct Staff to one of two options:

1. Amend the agreement to address the issues identified.
2. Terminate the agreement (remove the track).

BACKGROUND

Staff has compiled all of the City Council meeting minutes, the agreement, and plans for your review.

This discussion began when the City Council & Staff established the 2013 goal of continuing the policy of park development. Staff began working internally to integrate this goal into budget planning – specifically looking at the Canyon Meadows Park Master Plan. After examining the current phasing and understanding the desires of the Council and budgetary capabilities, it became apparent that the current phasing plan needed to be addressed. Staff feels it makes the most sense to start and finish one phase before moving on to the next; even if this means breaking the phases into smaller more financially feasible phases.

As part of this process, Staff examined how the South Weber Railroad would best fit in with the park and began reviewing the agreement. During this review, several areas in need of improvement and clarification were identified. Staff then approached the Model Railroad Club to open discussions regarding the agreement and incorporating the train into the park master plan.

Staff is concerned with the following items in the agreement and with operations:

1. The Club has not provided their development plan. This plan should include: financing and escrow, continuity, development, and operations.
2. The Club has proposed to install a trestle bridge, buildings, and tunnel. In Staff's opinion, these improvements have yet to be clearly vetted and potentially be a safety, durability, and liability issue for the City. Along with this,

the Club has not demonstrated how this will work through engineering or how these projects will be financed. As such, these costs have not yet been vetted by either the club or the City. Who will be responsible for these costs today and into the future? Engineering alone on these structures will be significant and should be assigned accordingly in design/safety scope, functionality, and in a financial planning section within the agreement. The railroad club should be able to finance the engineering, construction, and maintenance of these structures.

3. The Club is proposing to construct track outside of the City's currently built park phases. Staff is concerned that this will ultimately increase the costs of construction for the park and become a hindrance to the development of future phases not only of the park but of the track and its operations. It also hinders maintenance of current development.
4. Staff proposed to amend the agreement terms from the current 99 year term to 5 years as a way to better the agreement through review and reassessment. City staff believes that both parties benefit from regular reviews. The Club stated this is not an acceptable option.
5. Staff is concerned with the private connection clause in the agreement and general private use of the track and views it as a liability to the City. Unscheduled use of the track may conflict with maintenance, other park activities, and park use in general.
6. Staff is concerned that funding is being spent on private individuals' hobby. There is a small, if any, benefit to the majority of the residents in the City. Funding would be better used for other park amenities and programs (those amenities that benefit a larger number of residents).
7. The current track is not maintained and is unsafe in several areas (i.e. wobbly track areas that span drainage areas). Anyone from the general public could walk on the track and become injured.
8. The current track has made regular maintenance of the Canyon Meadows Park increasingly difficult and more time consuming. More track placed in future areas of the park will enlarge the maintenance dilemma and hinder the ability of the City to properly maintain the landscaping. Essentially, the track pathways act as a fence by isolating grass areas and is difficult to cross with machinery. Due to the fact that it is a scale model track, it does not have the structural stability to withstand the mower crossing it without damaging it. Also, the track installed across the parking lot entrance rises above the concrete and the plow blades catch it and damage it. This has become a source of constant frustration with both the Train Club and Public Works. Staff believes that these types of issues will inherently increase in number as more track is placed with park expansion

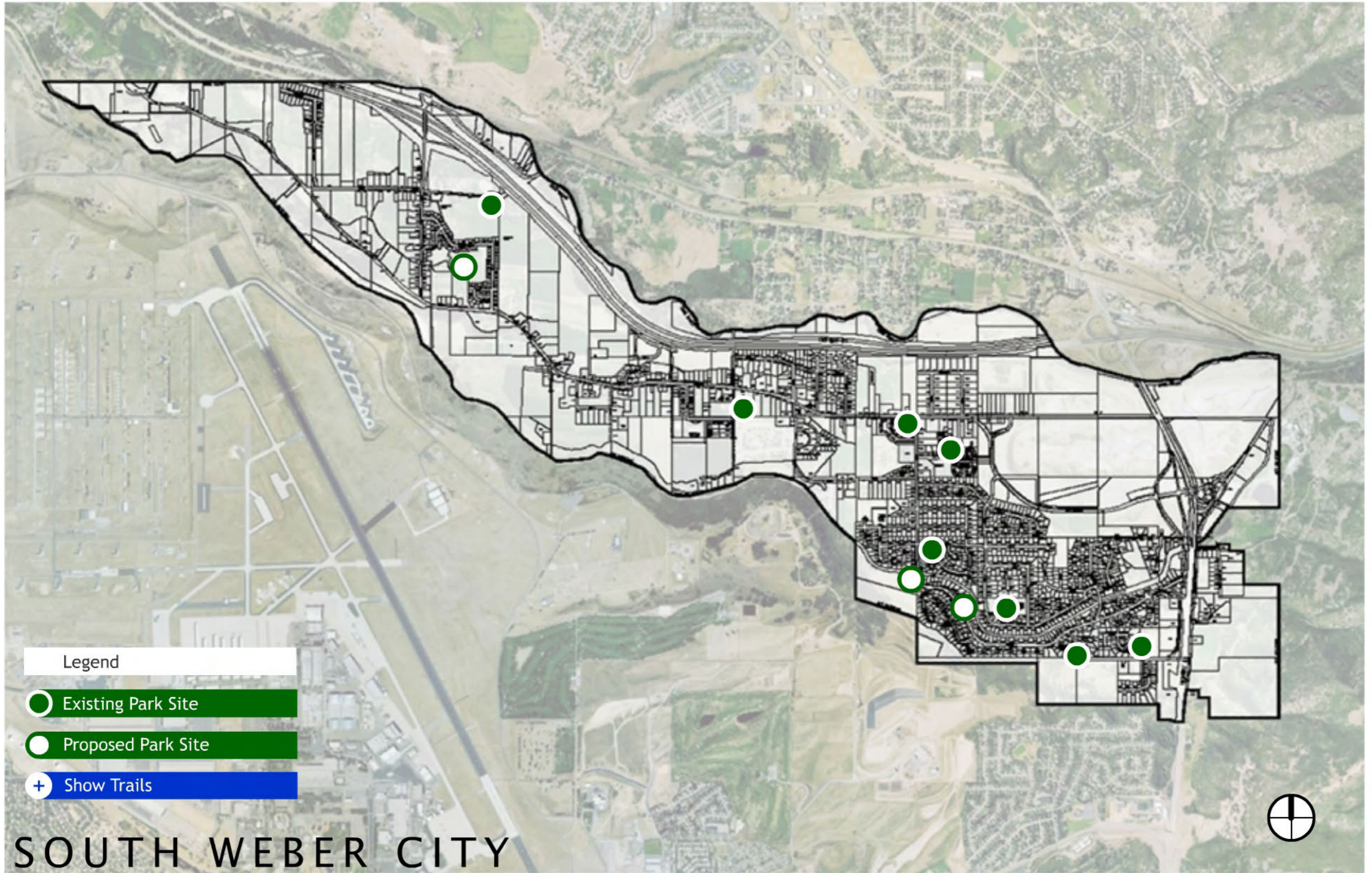
and more intense use of the park occurs which requires more maintenance and attention from the City.

CONCLUSION

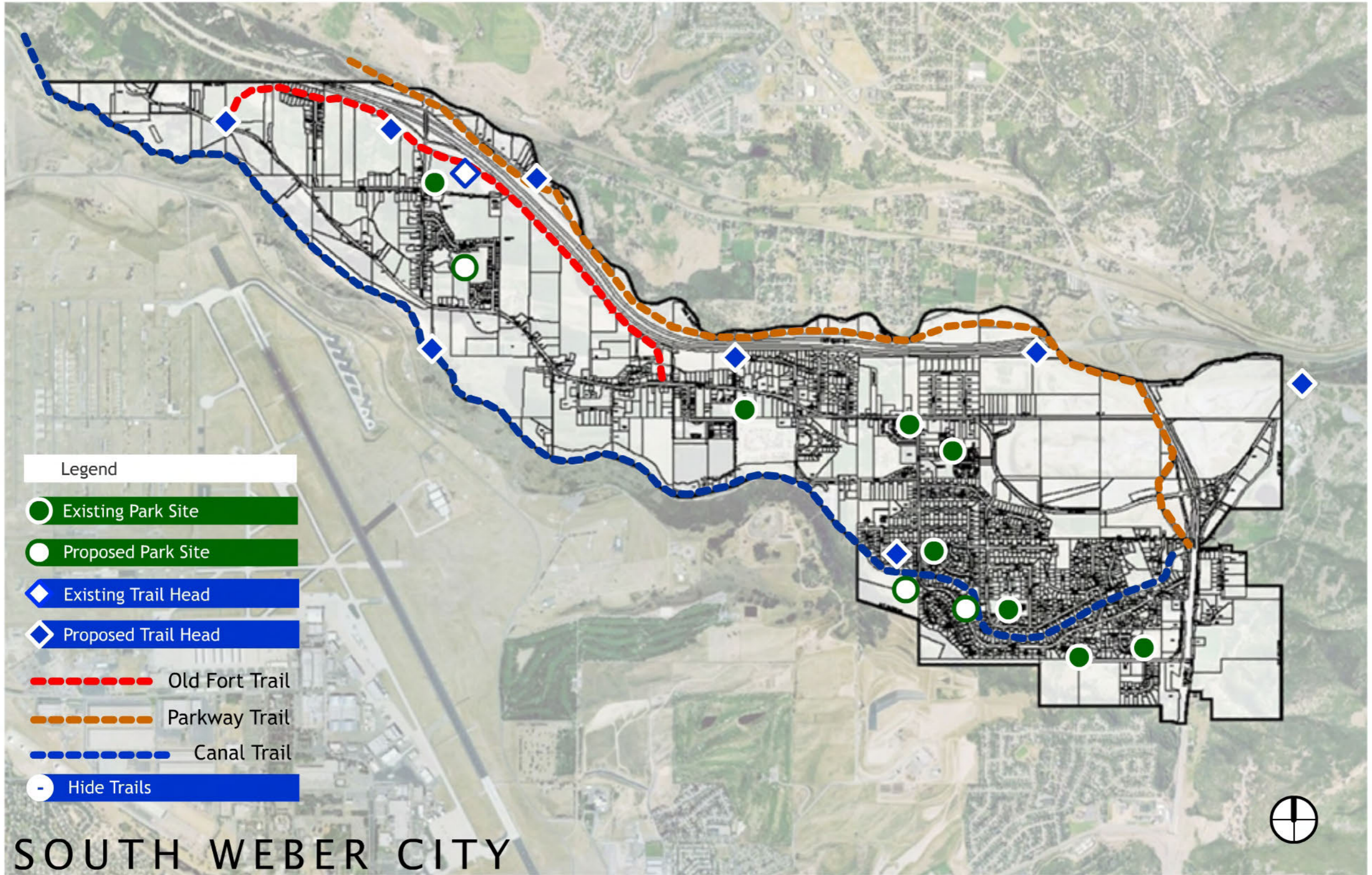
On several occasions Staff has attempted to resolve issues with the Club and has not been successful. While the railroad project does have potential, the inter-mixing of uses such as the train and the park with the associated maintenance thereof is a challenge that will intensify as the park develops in size and use by residents. This inter-mixing of uses also creates significant separation needs of the park and the train activities, liability issues, and financial commitments for the City well into the future. Staff is concerned that if these items are not addressed in an amendment to the current agreement the City will incur additional unnecessary costs, additional liability, and park aesthetics will be impacted in the future. If the agreement cannot be amended, then Staff recommends moving towards terminating the agreement according to the current terms and conditions.

ATTACHMENTS

- Compiled City Council Minutes
- Current Agreement – Resolution 09-10
- Staff’s Initial Proposed Amendments to Agreement
- Letter from Club re Amending Agreement
- Current Master Plan
 - January 15, 2009 GSBS Plans
 - February 24, 2009 Jones & Associates Preliminary Layout
- Photos of Track (April 2013)



SOUTH WEBER CITY Parks Development Master Plan



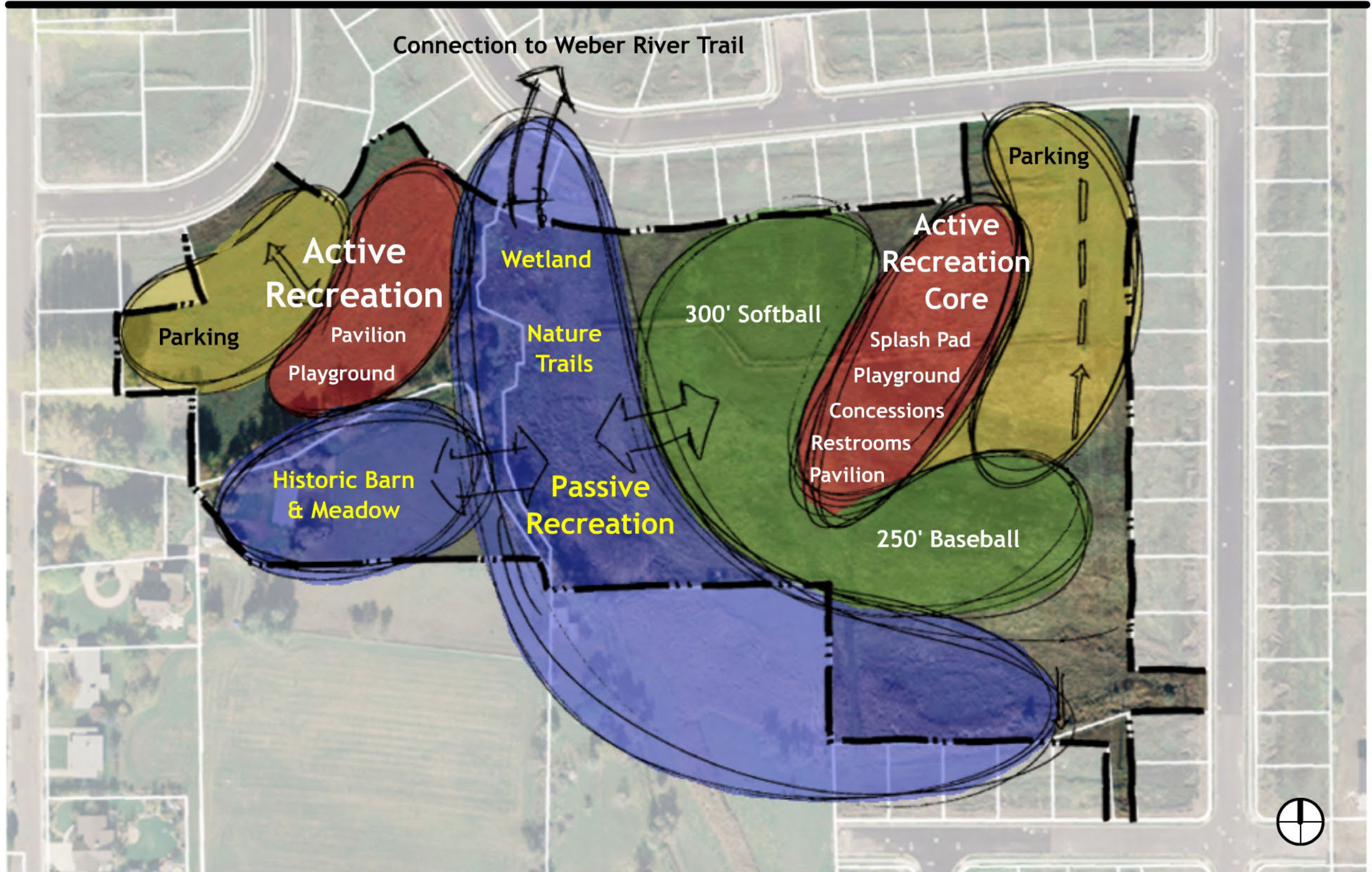
SOUTH WEBER CITY Parks Development Master Plan



Canyon Meadows Park

475 East Petersen Parkway

Existing	Concept	Design	Phasing	Key Plan
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Canyon Meadows Park

475 East Petersen Parkway

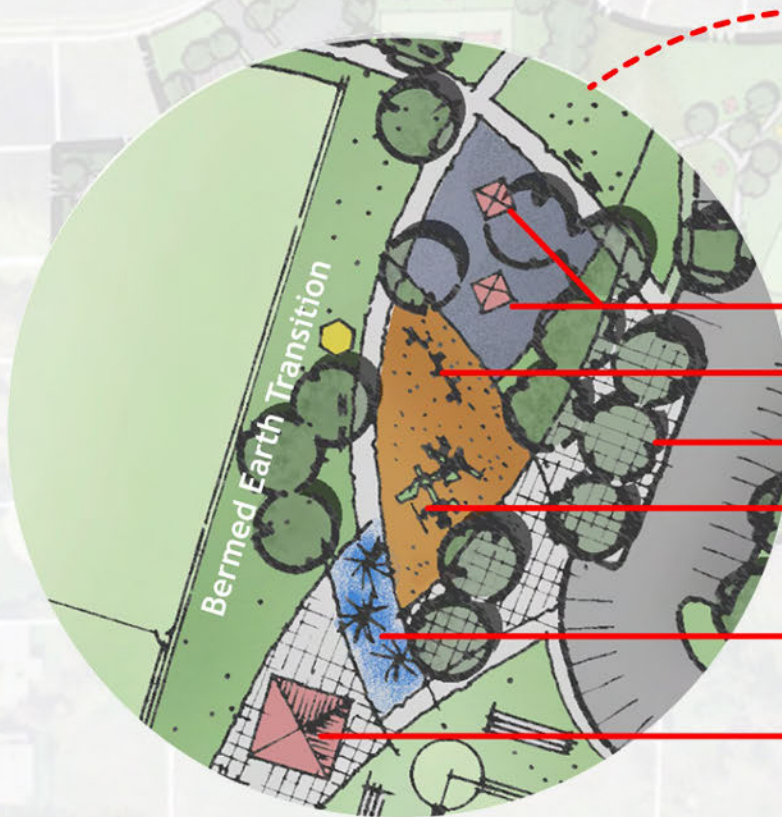
Existing	Concept	Design	Phasing	Key Plan
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Canyon Meadows Park

475 East Petersen Parkway

- Existing
- Concept
- Design**
- Phasing
- Key Plan



Bermed Earth Transition

- Pavilions
- Swing Set
- Drop Off
- Play Unit
- Splash Pad
- Concessions, Restrooms, Scorer's Booth

Enlarged Plan

enlarge +



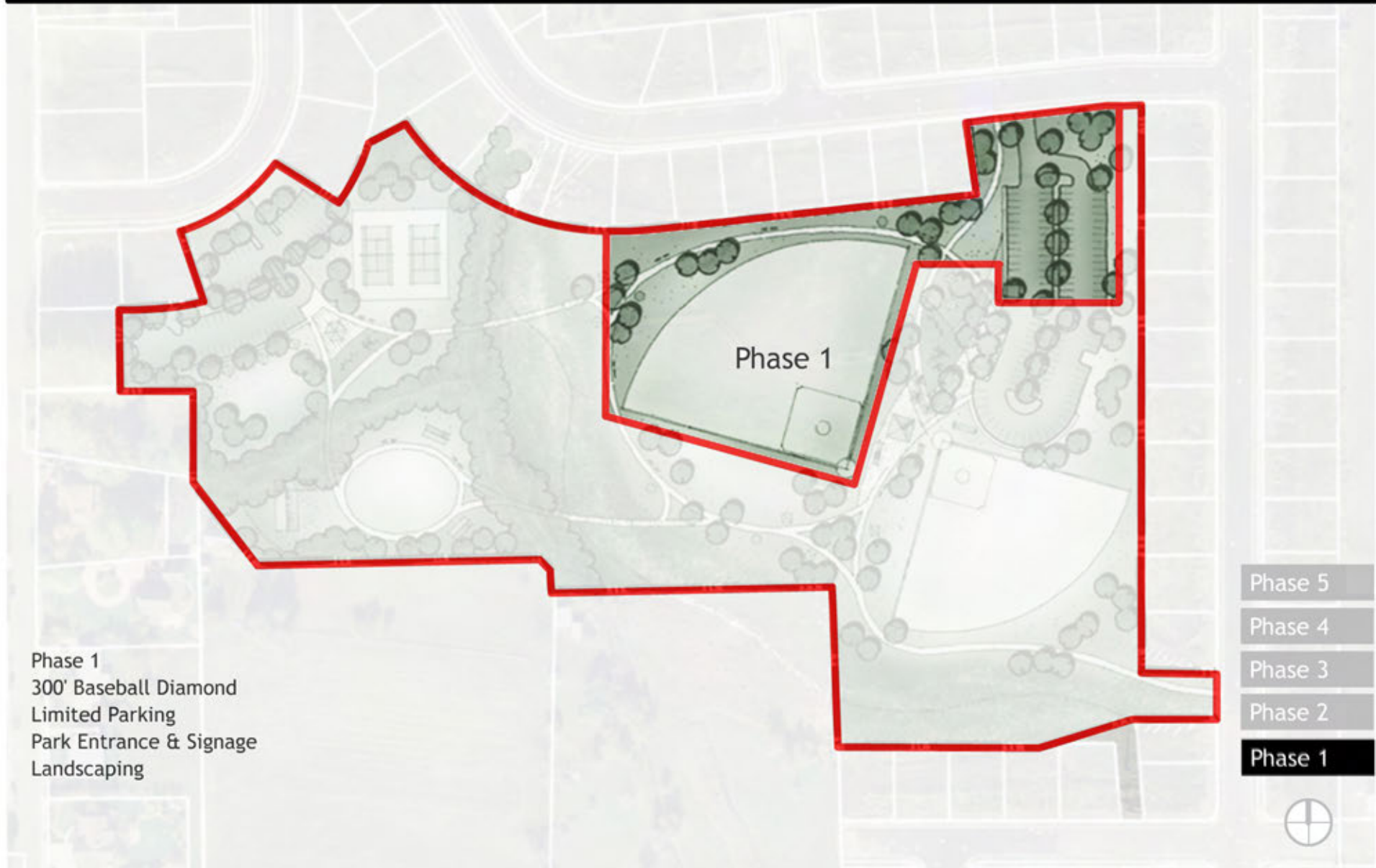
Canyon Meadows Park

475 East Petersen Parkway



- Phase 5
- Phase 4
- Phase 3
- Phase 2
- Phase 1

Canyon Meadows Park
475 East Petersen Parkway



Phase 1
300' Baseball Diamond
Limited Parking
Park Entrance & Signage
Landscaping

Canyon Meadows Park

475 East Petersen Parkway



Phase 2
250' Softball Diamond
Extended Parking to 110 Spaces
Playground & Splash Pad
Concessions, Restrooms and Scorers Building
Par Course Fitness Units
Landscaping

Canyon Meadows Park

475 East Petersen Parkway



Phase 3
Historic Pavilion
Parking. 66 Spaces
Playground
Picninc Facilities
Landscaping
Tennis

Canyon Meadows Park

475 East Petersen Parkway



Canyon Meadows Park

475 East Petersen Parkway



- Phase 5
- Boardwalk through Wetlands
- Picnic Shelters
- Wetland Restoration
- Wetland Education Signage
- Landscaping
- Par Course Fitness Units

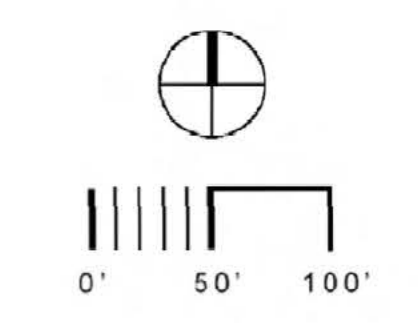
- Phase 5
- Phase 4
- Phase 3
- Phase 2
- Phase 1

Canyon Meadows Park

475 East Petersen Parkway



- Legend
1. Entrance Feature
 2. 110 Parking Stalls
 3. Drop Off
 4. Splash Pad
 5. Pavilion / Restrooms
 6. A.D.A. Parking
 7. 300' Baseball
 8. 250' Softball
 9. Bleachers
 10. Boardwalk
 11. Wetland Education
 12. Historic South Weber Meadow
 13. Lawn
 14. Tennis Courts
 15. 66 Parking Stalls
 16. Entry Plaza
 17. Wetland
 18. Existing Woodland
 19. Picnic Shelter
 20. Fitness Station
 21. Concessions / Announcers Box
 22. Benches



Canyon Meadows Park
 South Weber Parks Development Master Plan. South Weber City, Utah.

PROJECT ENGINEER			
DATE	REV.	DATE	APPR.

SCALE:
 1" = 160'

DESIGNED: BKJ
 DRAWN: TWE
 CHECKED: BKJ

JA
JONES & ASSOCIATES
 CONSULTING ENGINEERS
 1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
CANYON MEADOWS PARK
PRELIMINARY MODEL TRAIN LAYOUT

SHEET:
1
 OF 1 SHEETS
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SOUTH WEBER CITY CITY COUNCIL WORK MEETING

DATE OF MEETING: 21 January 2014

TIME COMMENCED: 5:37 p.m.

PRESENT: MAYOR:
COUNCILMEMBERS:

Tammy Long
Scott Casas
Randy Hilton
Michael Poff
Marlene Poore
Dave Thomas

CITY MANAGER:
CITY RECORDER:

Rodger Worthen
Erika Ahlstrom

Visitors: Peter Beeton, Boy Scout Troop #923, Dallin Tippets, Hudson Tanner, Alex Kololli, Jennifer Tanner, Brandon Jones, Mark Larsen.

Councilmember Hilton moved to open the meeting, Councilmember Casas seconded. The meeting convened at 5:37 p.m.

CANYON MEADOWS PARK MASTER PLAN – *Peter Beeton, Colony Design Collective:* Rodger stated that Peter Beeton worked with the company that initially developed the Canyon Meadows master plan. He has since left that firm, and was invited to assist the City with updated the plan. Rodger stated we created a committee with Peter, staff members, and Councilmembers Hilton and Poff to discuss what we wanted to see in the park. The first phase, which is mostly completed, includes the parking lot and first ball diamond. Rodger said the impetus to look at this again is the second ball diamond in phase 2. We also looked at the other phases to give an overall plan of installation construction and costs. There were also discussions regarding the model railroad track. Rodger said he met with representatives of the train club several times trying to come up with an amendment to the agreement the city has with them. A proposed amended agreement has been provided to the Council.

Rodger said Peter has provided a phasing plan, along with a Scheme A and Scheme B plan. Scheme A includes the current track and additional design features around the track, but no expansion of the track westward. Scheme B shows some expansion of the track westward. Brandon Jones has provided a cost estimate of the phases.

Peter stated that one of the things that came on board at the end of the master planning process was the railroad. He said he was amazed to see how much rail was in already. He said the City needs to decide what they want to do throughout the park and think of ways that we can make the rail work with the park. The park is very flat and the rail had elaborate plans to expand to the west. From the current landscaping it isn't a very interesting place to have the rail. Peter suggested introducing berms and trees, water towers and buildings that would augment what's there already there, expand upon what is there, make it as cool as it can be. As Rodger stated, in Scheme A the railroad does not extend out of phase one and two. Peter said there were plans for a splash pad in phase one but it makes more sense to have it in phase 3. In phase 2 he has added grass paved parking (at the southeast corner), which is plastic set in the grass that takes the weight of a fire truck, has room for 30 cars, and could accommodate construction vehicles. Peter said when phase 2 is complete, a big portion of the park is finished. The native landscape (referred to as wetlands) is a nice buffer between the other two phases which are very different in their uses. Phase 3 has changed from the original plan, as the parking lot was poorly planned. The new plan makes the

assumption that the city will have to purchase a lot to allow for more parking, and the reason is the big draw for this phase will be the splash pad. The fourth phase is defined by open lawn area, signature pavilion where there is a historic barn to celebrate the barn; it's not safe for the public to use. The pavilion would be a good size in order to host family reunions, barn style, possibly reusing some of the barn materials. Peter said there is a big elevation change; phase 4 is 7 feet higher.

Peter said that Scheme A is the preferred scheme. Scheme B differs in that the train does a loop through phase three, with some railway architecture. He said we did this as a concession to the train group. Peter said in his opinion this makes the area very cramped and isolates the lawn area; you would have to go across the tracks to access it. He said it is difficult given the elevation changes between the portions of the park. The train can't go over 1% which would require a very long wooden trestle. This would be a huge amount of cost, and is not the best use of money. It also cuts into the parking lot area.

Peter said the goal is to revive the natural space, with native plantings, and to get tree nursery going so we can get trees at minimal cost to the city. He said the goal of re-phasing was to design phases into bite size chunks that we could build.

Rodger said we will bring the plan to a regular meeting and adopt via resolution, so everyone knows this is the plan to move forward with as budget allows. He said there are still some things to complete in phase 1, such as a bowery.

Councilmember Poff likes the elevation features. Councilmember Casas said that trees and shade make a park, and some of the trees are dead. He said we are planting the wrong type of trees.

Peter pointed out that the lighter green on the plan is lawn, and the darker green is material adapted to living in this climate, which use less water and chemicals. Peter talked about the value of natural spaces. Mark Larsen said we want to promote wildlife to stay there too. Councilmember Poore said it needs to be mowed around the trees for picnicking.

Councilmember Hilton said we need to tie up that lot before someone buys it. Rodger said the Council can formally adopt the plan per resolution, then he can write a letter to Perry Homes to purchase the lot or get first right of refusal. Councilmember Poff mentioned that Perry Homes paid impact fees up front to help install the playground.

Councilmember Poff said this plan gives us direction and adds dollar figures. Rodger said the Council may want to add things as we go along. Mark stated that the staff would take the details to the council at that point and go through a plan approval process. This is the concept plan.

Councilmember Poff asked about the possibility of bonding for the project. Rodger said this is an option, but we have to have the funds to make the payment.

Mayor Long discussed approaching companies for donations and naming the park after them. Rodger said that donors make look at donating for features or amenities. He said that grants are dried up for park development. .

(Troop #923 left at this time.)

Mark asked for clarification if the Council wants to proceed with Scheme A.

Rodger stated that Scheme A will cause some animosity with the train club. He said the club still wants to add track out of phase, which is not a good idea. Councilmember Poff asked why both schemes can't be an option? He said he doesn't know if he is ready to rule it out. Councilmember Casas said people won't want to go across the tracks. Councilmember Hilton said if we are going to have a confrontation with the club, we might as well tell them this is the direction we want to go with our park. Mark stated the city will have to pay for the track. Councilmember Poore believes this only benefits the train club. Councilmember Poff argued that is it a unique amenity added to the city. Peter said that the track that is already there is not fully developed, that we should develop what's there by adding building and trees; the club just want to try to put as much track in as possible. Peter said the City's position should be that is they make good what they've got already, then the City could consider expansion. Mark is concerned about leaving that door open. He said the train club hasn't performed on their end, i.e. the trailer box that has been put down there that has not had any improvements made to it. Mark believes if it is a city amenity, then the city should own it and maintain it. Rodger said the train club has no financial backing. Mark stated the run day is only once a month. Councilmember Poore said she has gotten a lot of objection from residents on the train. Having a new survey done on the subject was discussed. The subject of liability came up; Rodger said the train club has their own insurance, but if someone gets injured, it will be everybody liable.

Councilmember Poff said once we get this done, we need to look at enhancing and improving Central Park and Cherry Farms Park. The possibility of moving Country Fair Days to Canyon Meadows Park in the future was discussed; parking may be in issue.

Peter left at this time.

The Canyon Meadows Park Plan will be place on the next agenda for consideration for approval.

CITY PROJECTS AND DEVELOPMENTS STATUS UPDATE: Rodger sated the Retreat is coming up on January 30th from 8:30 am to 4:30 pm. He said the council needs to work on vision, mission and goals, working with a facilitator, and work on policy priorities and objectives. Rodger suggested holding it at the Civic Center. Councilmembers Poff and Casas stated they prefer not to have a facilitator.

Mayor Long talked with the library person about having a library in South Weber. The Council discussed incorporating a library with a new city hall.

Mayor Long asked Erika to send all of the Planning Commission Appointment Applications to the City Council. She will make the appointment at the first meeting in February.

Councilmember Poore asked if Layne Kap met all of the conditions in the letter for Easton Village. Erika said they have met all the conditions.

Mayor Long asked if the City has any requirement regarding building based on the HAFB noise level. Councilmember Hilton said we won't know about the noise levels until the F-35's have been here a while. Rodger and the Council discussed the easements that the state purchased based on the HAFB information. There is a list of uses that can be developed in those easements, which exclude residential. Rodger said he doesn't think the state will purchase more easements until there is more data. Councilmember Casas is concerned about making decisions today that may be effected by future data. It was discussed that the decisions the council makes now may lead to legal issue. Mark said the city could set up noise attenuation standards, but it will take some time. He said we need to be careful because we are dealing with people's rights. Brandon said he understood that Ms. Ligman from HAFB was recommending that all residential development be below the 65 line.

SOUTH WEBER CITY COUNCIL MEETING

DATE OF MEETING: 11 March 2014

TIME COMMENCED: 6:03 p.m.

PLEDGE OF ALLEGIANCE: Mayor Long

PRAYER: Councilmember Hilton

PRESENT: MAYOR: Tammy Long

**COUNCILMEMBERS: Scott Casas
Randy Hilton
Marlene Poore
David Thomas**

CITY RECORDER: Erika Ahlstrom

EXCUSED: COUNCILMEMBER: Michael Poff

Transcriber: Minutes transcribed by Michelle Clark

*A PUBLIC WORK MEETING was held at
5:30 p.m. to REVIEW AGENDA ITEMS & WARRANT REGISTERS
EXPLAIN CITY MANAGER OPTIONS – Attorney Steve Noel*

VISITORS: Farrell Poll, Ethan Tate, Joseph Jones, Cole Christensen, Indy Cooper, Gage Koford, Jennilyn Stanger, Barbara Kap, Clark Stanger, Brandon Koford, Jordan Hassen, Ty Martinez, Jan Ukena, Ron & Karen Anderson, Sydney & John Grubb, Alysha Sutton, Tracey Sutton, Joe Gertge, Brent Petersen, Scott Stowell, Tim Grubb, Victoria Christensen, C. Brown, Weston Fisher, Travis Williams, Jared Fowers, Brandon Vissor, Ben Bowen, Brandon Kap, Todd Kap, and Jeff Monroe

Mayor Long welcomed those in attendance to tonight's meeting including Troop #733. She then excused Councilmember Poff from tonight's meeting.

APPROVAL OF THE AGENDA: Councilmember Thomas moved to approve the agenda as written. Councilmember Poore seconded the motion. Councilmembers Casas, Hilton, Poore, and Thomas voted yes. The motion carried.

CONFLICT OF INTEREST: There was no declaration of conflict of interest made by the City Council.

CONSENT AGENDA:**◆ Approval of 25 February 2014 City Council Meeting Minutes**

Councilmember Poore moved to approve the consent agenda. Councilmember Casas seconded the motion. Councilmembers Casas, Hilton, and Poore voted yes. Councilmember Thomas abstained as he was excused from that meeting. The motion carried.

RECOGNITION OF OUTGOING PLANNING COMMISSIONERS TIM GRUBB & RORIE STOTT – Mayor Long: Mayor Long recognized the service given by Tim Grubb and Rorie Stott as members of the Planning Commission. She stated Tim Grubb served on the Planning Commission from 1998 through 2014 (taking a brief break from the Planning Commission to serve as an appointed City Councilmember from 2003-2004). She stated Rorie Stott served on the Planning Commission from 2004 through 2014.

Councilmember Thomas stated the City Council relies on the Planning Commission in putting together a general plan as well as reviewing development in the city. He said it is with heavy heart that they leave our Planning Commission. Councilmember Hilton agreed and thanked them for the effort that they have done for the city. Councilmember Poore thanked them and wished them good luck with their future endeavors.

Mayor Long gave Tim and Rorie each a small plaque as a token of appreciation.

RESOLUTION 14-12: License between South Weber City and the United States Air Force for Groundwater Monitoring on Portion of Parcel 13-020-0054: Erika Ahlstrom, City Recorder, stated Hill Air Force Base has installed five groundwater monitoring wells on City-owned parcel 13-020-0054. This parcel is within Operable Unit 2 (OU 2). The purpose of these wells is to monitor the groundwater for contamination. HAFB provides the city with the results of this sampling. The City approved a four year license in 2009, and the Air Force has requested a four year renewal of that agreement.

Councilmember Thomas moved to approve Resolution 14-12. Councilmember Hilton seconded the motion. Erika called for the vote. Councilmembers Casas, Hilton, Poore, and Thomas voted yes. The motion carried.

RESOLUTION 14-13: Amended Agreement with South Weber Model Railroad Club
In 2009, the City entered into an agreement with the South Weber Model Railroad Club to allow the Club to utilize Canyon Meadows Park and provide rides to the public.

As part of the process for finalizing a Master Plan for Canyon Meadows Park (via Resolution 14-07), Staff examined how the South Weber Railroad would best fit in with the park and began reviewing the agreement. During this review, several areas in need of improvement and clarification in the agreement were identified.

Scott Stowell, 2178 N. 2070 W. Clinton, UT, stated he was president at the time of the original agreement. He said the agreement was created with the City Council and not the city staff. He said if changes were made, it should be brought before the City Council. He said 90% of the

time when a group goes to a city and sets up an agreement and do it with the city staff it ends of failing and both parties lose at that point. He said the amendments he has presented were discussed with Rodger. He is now requesting that this item be tabled because they found out today that they were on the agenda. He hasn't had time to review what the city staff has created. He said their version was voted on with the club and was approved.

Councilmember Thomas feels the club should review all the redlines and be able to review the latest update. He said the city is concerned about adding new track outside the current phases which would cost money, in the future, if any track had to be removed. He also feels the city needs a better understanding of the track maintenance in the future. He said there was an issue brought up by city staff in connection with private individuals and whether or not that is a good idea or not. He said right now there is a big boxcar out there that is just sitting there and we haven't seen anything happen. He said those are the types of items that the city is concerned about.

Scott said the city required them to have the boxcar engineered and approved. He estimated it would take two to three months to get that taken care of. Councilmember Thomas asked about funding the club. John Grubb stated the supplier (Wheelright Company) said they will provide all the material. Scott said Ron Anderson bought property so that he could connect to the track. He understands it may be difficult to mow certain areas, but the club has agreed to maintain and take care of those areas.

Mark Larsen stated the problem with the track is that you can't cross them. He said it is like having a fence. He said the city staff still doesn't have the plans for the boxcar. Councilmember Thomas said the city still needs some exhibits to the old agreement (riding rules and operating rules). Scott said he has provided those several times to Matt Dixon and Rodger Worthen. Erika reported they are not on file. Councilmember Thomas suggested giving a copy to Mark Larsen.

Discussion took place regarding the club getting their 501-C3. Scott said they are a nonprofit organization and they have been waiting on the government. Councilmember Thomas discussed the city staff being involved with this because the city staff is the eyes and ears for the council. He said the vision for that area hasn't come to pass. He feels there is a little bit of wondering what is going to happen and he doesn't want the boxcar to stay if it just sits there.

Scott said when Brent Petersen was the Mayor it was decided the Canyon Meadows Subdivision would have a train theme.

Keith Christensen, 1411 E. 7425 S., said many people here tonight do not want to see the railroad expand. **Vicki Christensen, 1411 E. 7425 S.**, feels the citizens weren't aware of what was going on when the railroad was approved. She feels the majority of the citizens would like to have a say.

Councilmember Hilton said the City just went through the process of master planning the park. Scott said the track runs on the outside edges of the park property. Councilmember Hilton said the City Council has spent a lot of time putting together a plan for this park. Councilmember Poore said there are citizens who want to see a splash pad and other things.

Keith Christensen asked who paid for the original track. It was stated that the city paid \$35,000.

Courtney Brown, 1484 E. 7800 S., said she has four young kids and they haven't been to the train in over a year. She said this equipment is very costly and it is stressful to have her kids there because it isn't child friendly. She said if this is a park for children, she feels it should be used by children. She feels the majority of the city would appreciate being involved if city funds are being used.

Ron Anderson, 6832 Firth Farm Road, said his house is immediately west of the train track. He said when the agreement was signed by the city they didn't live in South Weber. He said this isn't a hobby but can be used to get kids out. He has fun getting the children on the train. He hasn't been a member of the train club until this year. He feels the city doesn't know how much money the club puts into this. He will mow around where Mark can't. He wants his grandkids to have this in their life. He said he has seen the track grow since he has been here. He said one of the holdback is no electrical power. Mark said anytime you want to get the power and water, he can give the club the numbers. He said the city doesn't have the money for that right now.

Casey Kap, 7426 S. 1500 E., stated he takes care of the baseball field. He said one day there was a tournament going on at the park. He was told by the kids that they had to have money to ride the train. Ron said it is a donation. He has never made any child pay. He said they put people on for free all the time.

Travis Williams, 1646 East Bateman Way, said his complaint is towards the City Council is that someone has to spend their own time and money to take care of the baseball fields. He would like to see money go to the parks so that the citizens don't have to take care of it. He would like to see all of the parks have the funds to make the fields safe.

Councilmember Thomas moved to table Resolution 14-13 and allow the club to review the redlines. Councilmember Casas seconded the motion. Erika called for the vote. Councilmembers Casas, Hilton, Poore, and Thomas voted yes. The motion carried.

RECOGNITION OF RODGER WORTHEN, OUTGOING CITY MANAGER – Mayor Long: Rodger was not in attendance because he was ill.

NON-SCHEDULED DELEGATION:

Jared Fowers, 7535 S. 1400 East, said he has lived in South Weber for several years. He has problems with the infrastructure of the train. He said the park by the Fire Station is falling apart. The bowery is too small. He said we can't keep up with the facilities that we have so why would we put it in anything else. He said he would be willing to donate money for a city splash pad. He knows there are other individuals who would be willing to do the same. He would like to see the City Council cancel the contract with the train instead of amending it. He built his home here because he loves South Weber. He has five children and they have never used the train.

Ben Bowen, 1122 Skyhaven Cove, said he moved into South Weber 12 years ago, and he loves this community. He said the city is growing and he isn't sure there is a need to keep putting money into this train since there are very few people in this community that use it. He would like to see the city put in items that more citizens can enjoy.

Sydney Grubb, 6966 S. 475 E., asked how many ball diamonds are located in the city. She would like to have a breakdown of all the funds dispersed for Country Fair Days. She would like to know how much was put in this last year to the South Weber Railroad Club. Councilmember Thomas said the initial funding was \$35,000.

Farrell Poll, 2316 E. 7800 S., feels he needs to defend himself and others. He reminded everyone that economic times have been tough the last several years. He feels it is a cheap shot to throw this at some people who came with an idea and who took initiative to come up with an idea. The City Council tried to get individuals involved. He said it sounds like we now have enough people who will donate for a splash pad. The cost for a splash pad would be \$300,000. He said this was not done in the darkness of night behind closed doors. He asked where were these people when this was on the agenda five years ago? He isn't saying it is perfect but there is always room for negotiation, give and take etc. He said lots of individuals have donated property, barn, time, and value into this. He feels it is an insult to condemn individuals for what they have done. He feels everyone needs to back off a little bit. He feels there are lots of great things that can happen at that park, but it all takes time and money. He feels it is important to note that the city hasn't paid any more money since the \$35,000 initial investment.

Jared Fowers said he doesn't have any problem with how the money was spent, but what is the projected number that the city will have to put in. Councilmember Thomas said the amended agreement addresses those types of items. He said as a small city, we have the lowest tax rate in Davis County, as a result, the city has to generally pay as they go. He said the city has taken out a bond twice to build the recreation center and fix the water system. He said the parks are pay as you go. He understands we could do more, but we are limited. Jared asked when the last time anything was done to Central Park. Mark suggested he email the city with what he would like to see in the park.

Keith Christensen feels when there was public input years ago on this, no one was in favor of this, and somehow it was approved. He doesn't think the train is what everyone wants.

Jeff Monroe said he wasn't on the council at the time the train was approved. The money didn't come out of the general fund, but from a developer in a park fund. He said the train club wanted to be able to expand, and cost was spent for engineering. The park plan is to be done in smaller phases. He also wanted to take this time to thank Rodger Worthen for the time and effort he put into this community.

Mark Larsen said he doesn't hate trains or train clubs. He isn't sure it should be a private entity in a public park. He suggested it being city owned. He said the park master plan is located on the website and the city staff welcomes input.

Casey Kap, 7624 S. 1500 E., said he turns the field and rakes it out on his own time. He doesn't think the council realizes the revenue that can be made. He said teams need places to rent to practice. He said if there is a nice facility, people will use it.

Tim Grubb said he appreciates the council and city staff for what they do. He said they are great experts. He would like to thank South Weber City for allowing him to serve on the other side of the podium. He asked if there is a parks committee. Erika said recently there was city staff and a couple of council members. Emily said several years ago there was a Canyon

MARCH 11, 2014
WORK/DISCUSSION MEETING PRIOR TO CITY COUNCIL

Those in attendance to the work session were: Mayor Tammy Long, Councilmembers Randy Hilton, Marlene Poore, Scott Casas, Dave Thomas, City Recorder Erika Ahlstrom, Deputy Recorder Emily Thomas.

Visitors: Steve Noel, Jan Ukena, Farrell Poll.

Councilmember Hilton moved to convene the work meeting. Councilmember Casas seconded. The work meeting convened at 5:33 p.m.

EXPLAIN CITY MANAGER OPTIONS – Attorney Steve Noel: Mr. Noel indicated that Mayor Long had asked him to come to discuss the options regarding the city's form of government and powers associated with the mayor and city manager. Mr. Noel said South Weber operates under a six-member council form of government, the sixth member is the mayor who votes in limited situations. Under that form of government by default the mayor has all administrative powers and employees answer to the mayor. However, it also allows the council by ordinance to create a city manager position and define the powers and delegate the duties to the city manager. That is what the South Weber council did (in 1998), they created the office of city manager, and delegated all powers that traditionally were attended to by the mayor. That is the current form of government under which the city operates. Mr. Noel said the question posed to his was what if we wanted to change that for whatever reason. He said that changing the form of government requires a vote of the people. The form of government could be changed to a strong mayor form of government where the mayor is not on council and operates the administration. He said one the council could change things would be for the council by ordinance to redefine the powers of the city manager, taking some or all powers away from the city manager and reinstating them back to mayor position, then whoever fills manager position would have powers given by council. Another way is to get rid of city manager position altogether, reinstating the powers to mayor by default, and if budget allowed you could have an administrative position that the city council could define whatever powers that position would have. Mr. Noel said that in that situation the mayor would vote with the rest of the council in redefining the powers. To get rid of city manager position altogether, the mayor is not involved with the vote.

Mr. Noel said the reason for the city manager came up years ago because small cities were concerned about consistency from administration to administration, so they decided to provide those powers to a professional who has studied public administration and have experience running a city. He said a lot of cities did this. He said it is rare to find a city this size with a strong mayor or no city manager.

Mr. Noel said he provided a memo to Mayor Long. He said this action is done by code; a city ordinance establishes position, term, authorities, and it would take amending the original ordinance by another ordinance.

WARRANT REGISTER: Councilmember Casas asked about the payment to South Weber Storage for Country Fair Days. Erika said this is for one-year's cost of storage of Country Fair Days supplies.

RESOLUTION 14-13 AMENDED AGREEMENT WITH SOUTH WEBER RAILROAD CLUB: Councilmember Hilton asked what the changes are. It was discussed that the Railroad Club never came in with a design plan for the truck trailer they put at the park. Councilmember Hilton said in his opinion the best plan of the two Canyon Meadows Park options is the one that doesn't lay any more track. Mark said the plan shows the installation of some berms around the track to make it nicer and more interesting. He said that the club hasn't followed through on anything, i.e. the trailer box, the crossing arms. Mark feels this was a great experiment that doesn't work. Councilmember Hilton said the Club should have to

develop their train within our plan. Emily stated the council could either not approve the amended agreement and move forward as is, or they could not approve and terminate the agreement. Mark said the city is paying for somebody's hobby and it isn't in the best interest of the entire city. He added that if the city doesn't spend any money on the train, "what you see is what you get." Emily said the Club still doesn't have their 501(c)3 designation. Councilmember Thomas suggested listening to the Club and asking them the hard questions about the future of our relationship, and give them the opportunity to explain why the rail car never materialized into anything.

Work meeting adjourned at 6:00 p.m. Work meeting minutes by Erika Ahlstrom.

RESOLUTION 14-26: APROVAL OF THE FRANCHISE AGREEMENT BETWEEN SOUTH WEBER CITY AND SYRINGA: Duncan explained that this resolution will allow a franchise agreement between South Weber City and Syringa. The agreement allows Syringa access to use the City's right-of-way for placement of utilities (in particular, the placement of fiber optic cable and related infrastructure). They will be connecting to the telecommunications tower on Cottonwood Drive and the one across the street from the City Office. He said in talking with the City Engineer and Mark Larsen there are no concerns. There is no revenue or cost to the City. The potential benefit is that the City Office could connect to it as well as services for residents.

Tyler Jacobson, of Syringa, said they provide the pipe for Digis etc. He said this location is for Sprint and the cell towers out there. Council Member Poff asked if there is a franchise fee. Tyler said we run a fiber optic line for Sprint. Council Member Poff said the City isn't really getting any revenue from this. Duncan said typically you don't see dollar amounts here, but the advantage is that if at any time we need to add safety equipment on the tower, the City would be able to do that. He said the tower would allow for enhanced service. Council Member Poff asked when the fiber optic line was ran up to Hill Air Force Base, if the City received any compensation? Council Member Thomas said he doesn't think the City received anything. Council Member Thomas asked if this would prevent the City from being able to install sidewalk over their line. Tyler said we want to be a good neighbor. He said they work closely with the Public Works Director to make sure their design goes along with their future plans. He said if there is a concrete surface most of the time they will bore underneath it. Duncan asked what other cities are adopting this. Tyler said there are quite a few all along the Wasatch front. He said their deadline is to have it completed before the end of 2014. Duncan said he recently discussed with Brandon Wilson, of Syringa, the fact that South Weber Drive has recently been overlaid.

Council Member Thomas moved to adopt Resolution 14-26. Council Member Casas seconded the motion. Council Members Casas, Hilton, Poff, Poore, and Thomas voted yes. The motion carried.

RON SMITH WAIVER OR REDUCTION OF IMPACT FEES FOR CULINARY WATER: Duncan explained that the homeowner was trying to decide whether or not to fix his well or hook up to culinary water for his home. The home is approximately 65-70 years old. Duncan said Mr. Smith had never been connected to the culinary water system. Mr. Smith was told by the city staff that it would cost \$265 for a connection fee. He wasn't told that the cost is the connection fee plus the \$1366 impact fee. Mr. Smith has now appealed to the City Council for a waiver or reduction in the impact fee. Duncan said the staff recommendation is that a limited precedent be established for any house that is 50 years old or more and has not previously been connected to culinary water. He recommended encouraging older homes to connect to culinary water. Council Member Poff asked about access to the well and if he gets the rights through Weber Basin. He said another item is that impact fees go to create new system improvements. He said Mr. Smith's property taxes probably helped with the impact.

DISCUSSION ITEMS:

John Grubb: Future of Canyon Meadows Park: John Grubb, 6966 S. 475 E., asked if the second configuration of the ball diamond has been decided. He presented a map and identified future track areas, moving sidewalks, etc. John said he would like to work with the designer when it gets to that point. John said he is willing to work with Perry Homes and filling up areas that need fill. Council Member Casas pointed out that there are three cotton-less cottonwood trees that are in need of pruning. Mr. Grubb discussed the need for electrical power for the RR crossing arms. He said this is for the park entrance and is a safety issue. It was discussed that an estimate for power would be necessary. Mr. Grubb discussed the need for electrical power for the engine house (50 amp box) for security lighting and small power tools. He said there needs to be potable water near the engine house. He then discussed approval for the passenger loading pad and structure (near the engine house). He identified the location. He said this is funded by donations given to the club by Geneva Rock and Boman & Kemp Steel. The name of the structure would be "Geneva Kemp Station". Tom asked who will maintain ongoing maintenance of this structure. Mr. Grubb discussed the club painting it and maintaining the structures.

Council Member Hilton would hate to see the City subsidize the train. Mr. Grubb suggested putting together a memo concerning maintenance. He then discussed approval of second passing siding located on the west side of the west mainline as shown on the master. He said they will install the road base, track, etc. He said any track that is going in, the club will pay for. He said they need approval for the short stub track near the present loading track (East side of park). Mr. Grubb said they would like approval for the "Y" section of track on the northwest corner of the present phase of park Council Member Hilton was concerned about extending track into this area because he isn't sure what a new Council will want. Mr. Grubb discussed if the Council says no to the future area, the club will dissolve. They would also like approval of the RR wheels as park benches. He said they will place them where the City would like them located. Mr. Grubb asked the Council if they are okay to put "Canyon Meadows Railroad" name on the restroom building. Duncan said step 1 would be to have the architect redraw everything. Step 2 would be to get construction drawings and cost estimates from the City Engineer for the ball diamond. Step 3 would be to compare with what is budgeted and allocated. Council Member Poff suggested identifying where we want the benches and then have them installed now. He said he doesn't have a problem with moving forward with these items and some additional items. He would direct City staff to move forward.

Council Member Poff moved to direct City staff to (1) get engineering done for second ball diamond, (2) RFP for electric power for the crossing arms, engine house, light

posts, (3) RFP for potable water, (4) approve the passenger loading pad and structure, (5) approval of second passing phase, (6) short stub track near present loading track, (7) approve "Y" section, (8) identify park bench locations, and (9) approve the Club to secure funds for a station name on restroom building "Canyon Meadows Railroad". Council Member Thomas seconded the motion. Tom called for a roll call vote. Council Members Casas, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.

Duncan said the City staff has received communication from Perry Homes that they have excess dirt that they are willing to give away, and are willing place it where designated. He would suggest having the City Engineer look at the second baseball diamond area and devise a grading plan for Canyon Meadows Park. He would like to schedule a time when the Council can visit the park to discuss plans. He also asked the Council if they would address concerns regarding the train plans for this park. Council Member Hilton suggested looking at areas where the berms will be and the possibility of putting some truck loads there. He also asked about the status of the dirt that was taken away by Kaps that needs to be returned. Tom said he has contacted Mr. Kap and Rodger Worthen several times but has not heard back from them. Council Member Thomas suggested contacting Steve Noel, who was involved with that.

From:
To:
Cc: [Tom Smith](#)
Subject: South Weber Model Railroad Club, Incident Report, dated 16 April, 2016
Date: Friday, April 22, 2016 11:01:34 AM

Attention:

Find attached our Incident Report dated 16 April.
Also provided to our City Manager, Tom Smith as required by our City Agreement.

Saturday, April 16, 2016 -Train incident Report

At approximately 12:45 pm, as a slow moving train came into our Load/Unloading area three rail cars tipped off the track onto their sides. I was alerted of the incident, (I was about 25 feet from the overturned train cars). I saw the cars with 2-3 people standing over the subject, . I would describe her as in her early thirties, 5' 5" tall, and 275+ pounds. There was one child holding her hand, saying she had gotten her finger pinched, but not crying.

As I stood there assessing the situation I observed trying to get up from the ground. As two people assisted her to her feet I noticed she had a very small infant (later learned was 3 weeks old) strapped to her chest under her sweater. I asked if everyone was OK, the passengers (mostly young kids) started walking away from the incident. stated that she and the baby were OK, but her upper right arm was sore. She moved it in several positions as I stood there. Nothing more was said and she walked away. I heard someone say, "she was leaning to her right, with her right arm extended, taking a self-photo" That person was not identified, as everyone, including , walked away from the scene.

I questioned our conductor, , seated two cars away asking what he saw. He stated that the cars rolled to the right, he did not see the subject at that very moment. (Note the car that was riding in has never tipped over or derailed on the South Weber Model Railroad Park track in the 6 years it has been used). Damage was sustained to the car she was riding in as it pulled over the two cars behind. The coupler was snapped off from the force.

Two bystanders, , from Morgan, Utah approached me as we were righting the train cars. They stated they saw the incident as it was about to happen. They were standing in line looking at the train as it pulled in to stop. It was going very slowly at the time. They saw a very large female passenger leaning to her right taking self-photos. They did not see the very instant, but commented to each other "we saw that coming"

The subject,

At about 1:30 pm the subjects husband, called former Club President, (who was at home at the time). He advised of the incident. then called me at 1:39 pm, advising me that a wanted to speak to the person in charge of

the train ride event in South Weber. Scott provided my cell phone number to

At 3:10 pm, the subject, _____ called me, stating she sustained an injury to her right shoulder and was going to the doctor to have her shoulder looked at. She DID NOT ASK IF THE CLUB WOULD PAY FOR HER Visit. I advised her that I was making a full report to the our City on Monday, to include all witness information that I was aware of. She asked for the information they had provided to me. I told her that two witnesses had reported seeing her leaning to the right taking self-photos. She burst back saying they were lying. I told her that all I could do was report the information I received to the City and our insurance carrier. I said, if what the witness say is correct, others on the train could claim she was the cause of the incident. She was quiet for a moment, then stated, "I didn't take that picture" Which tells me she was in the process of doing so. I concluded by asking how her child was. She said just fine. Her one daughter got a scrape on her finger. Nothing else was said and the conversation was ended.

At 6:46 PM, _____ contacted me from phone _____. He was very mild spoken and calm, as he advised me his wife had gone to their doctor. He reported that she had broken no bones, just sustained a bad bruse. I stated, "that was wonderful" and then asked of the baby. He said the baby was just fine. He then asked very calmly, if the Club would pay for his wife's doctor's appointment. I advised him that our report was going to the City on Monday, with the information provided by those who saw the incident. At no time did I infer the Club would pay her doctor bill. I did ask him how much her visit was. He did not know, but stated he would call me at some future time with that information. _____ called me on Monday stating her doctor's visit was \$686 for the x-rays of her elbow and shoulder. They paid a copay of \$25. I told him, as previous stated, our incident report will be given to South Weber City and our insurance carrier, NMRA, Peerless Insurance. Nothing more was said.

All passengers, riding each train, are verbally given the following safety information just prior to their departure from the Station.

IN A LOUD VOICE: We state: KEEP YOUR HANDS AND FEET INSIDE THE CARS AT ALL TIME. FACE FORWARD, NO TURNING IN YOUR SEAT. DO NOT ROCK THE CARS FROM SIDE TO SIDE; (THEY DO THAT ON THEIR OWN). REMAIN SEATED UNTIL THE ENGINEER RETURNS TO THE STATION AND COMES TO A FULL STOP. YOU WILL HEAR A LONG WHISTLE FOR YOUR DEPARTURE FROM YOUR SEAT.

TO THE BEST OF MY KNOWLEDGE THIS IS WHAT I WAS PROVIDED FROM ALL PARTIES INVOLVED.

_____, President of the South Weber Model Railroad Club. 8

The items marked in Red on this memorandum are in response to the included memo (in Black) given to the South Weber Model Railroad Club on Thursday, April 14, 2016

Below are some of the questions we have with respect to the approved 2009 Model Rail Road Club Agreement:

- (1) A more thorough accounting from the Club may be more telling in answering the question if the Agreement should be terminated:
The Club is providing this information to the South Weber City Council with the following answers. These questions were posed by City Manager, Tom Smith.
- (2) Have the track right-of-ways been incorporated into the park master plan? See Agreement paragraph 1.1.
All conceptual track right of ways were incorporated in the Canyon Meadows Park Master Plan, dated 2009. The plan was provided to the Club prior to construction beginning in 2010. There have been proposed revisions, but no actual change has been approved by the Council nor given to the Club.
- (3) Have changes/deviations been submitted to the council? Para 1.1.
Yes, Club officers have met with the Council several times each year, providing written memos and printed portions of the Park Master Plan for approval from the Council. At no time has the Club gone beyond these submitted items. The Council stated their approval and asked the Club to continue to work with the City Manager.
- (4) Has track ownership been transferred to the City? Para 1.1. (Should have documentation.)
As we have read in Para 1.1. All tracks that we operate on have been deemed safe by our Club track superintendent and Club Officers. (We would not transport the public on unsafe track)
As stated in Para 1.1. The ownership of said safe track has transferred to the City as a donation.
- (5) Are the scheduled run days being followed? Para 1.2.
Yes, the Club has followed the run days as presented to the Council in spring of 2011, changing from the second Saturday to the third Saturday. This information was presented to the entire Council and approved by a verbal "yes vote" The Council stated that the Club could run two or more public run days if we deemed necessary. Expanded construction of additional track has been presented to the Council and City Managers since spring of 2012. Each time with the stipulation the track would be removed from the area if the City so deemed it necessary to construct an additional phase of the Park.
- (6) Are 2 trained members on-site for run days? Para 1.2.
Yes, we cannot run any public trains without a minimum of four members on site. There is ALWAYS AN ENGINEER AND CONDUCTOR WITH EACH TRAIN. In addition we have two members loading the train. One counts the passengers and receives donations. The second loads the passengers and gives verbal safety instructions.
- (7) Have all accident reports been submitted to City within 1 day? Para 1.2.
See incident report, dated 16 April 2016. A rather large passenger leaned to her right tipping the rail car on its side.
- (8) Has City's Risk Management Committee met with Club Committee within 14 days of each accident? Para 1.2.
There has been one incident to report.

(9) Is City providing continuing funding? Para 1.4; 1-5-6.

The Club has not received "ANY" funding from the City since their initial investment of \$35,000 on the 2009-10 City budget. The Club has received donations in excess of \$15,000 over a period of six years. As reported to the IRS, we are a 501-c3 organization. We presently have approx. \$10,000 Club owned equipment on site, all purchased from donations, of which a portion was received from offsite runs on our portable track. As noted in Para 1.5.7 the Club is allowed to purchase track from donations and can be used on "in-phase" or "out-of-phase" if the track is part of the Master Plan.

(10) Has city council approved the Club's small fee? Para 1.5.1; 2.1

Club officers advised the Council, in a public meeting spring of 2011, we were not going to charge a fee to ride the trains. We have a Large Plastic Jar on a table stating, "Donations are greatly appreciated. We average about \$.50 per rider.

(11) Have the operating rules changed and the City been provided a copy? Para 1.7.

We have not changed the operating rules. It's a National Standard set of rules.

(12) Has the Club timely submitted (by April 1 of each year) the annual accounting report of revenues, donations, and expenditures to the City? Para 2.4.

The Club has provided the City with a copy of the revenues and expenses of the Club directly related to the Canyon Meadows Park. These reports were given to the City clerk at the front desk. We are not aware who reviewed the reports after that. We have not provided the City the 2015 report. Our bookkeeper just completed our IRS inventory and filed our 501-c3 tax report.

(13) Has the City purchased additional track from Club? Para 2.5.

Presently the City owns all the track that is on the ground, with the exception of the wood tie material (donated by Wheelwright Lumber) under several hundred feet of rail. The Club has 1200 feet of aluminum rail purchased by the Club from donations at a price of \$.80 per foot. We have access to the die to make such rail. Only Futura Industries has this ability in Utah. They gave the Club the \$800 die; in turn we manufactured a riding car for them.

(14) Have all private connections been approved by the City? Para 2.6.

There have been no requests given to the Club for a private connection. A member has indicated he may like to connect to the track at some time in the future. This could be done by a temporary drop in rail section.

(15) Has the city manager and the Club met annually? Para 7.0.

On an average of once every two months we have met. The previous Managers have walked the entire Canyon Meadows Park site, with Club officers, at least twice each year to observe our progress and concerns. The City Public Works Director has also walked this site.

In addition, the following questions may be relevant:

(16) How many accidents have there been, when, and what damages have been paid?

Our first incident occurred, Saturday, April 16, 2016. No damage was sustained.

(17) Have riders been turned away and for what reasons?

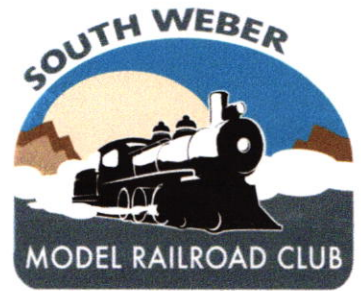
Yes, a member of our Club advised a young female she could not ride the train because of her previous conduct on the train. She told her father, who was engaged in a baseball game, we wanted money to ride the train. He advised us that he thought the train was free, we told him his daughter was not obeying our riding rules and was asked to not ride the train again. They both left the area.

(18) How much extra insurance premium is required because of this Agreement?

The City does not pay our liability insurance. Our Club pays \$200 per year to the NMRA. Would the City consider adding a rider to their policy for our coverage? The Club would pay the City for this rider.

(19) Before new or additional funding is provided by the City, have the "Corporate Purpose" requirements of UCA 10-8-2 been satisfied, including holding a public hearing, preparing a study, and determining "net value received"?

We have never been consulted, nor do we know what the Corporate Purpose, UCA 10-8-2 is.





NATIONAL MODEL RAILROAD ASSOCIATION, INC.®

Robert J. Amsler, Jr., General Counsel • 514 Dover Place • St. Louis, MO 63111-2338 • Phone (314) 353-9131 • Fax (314) 754-2688 • nmralegal@charter.net

May 2, 2016

Mr. John R. Grubb
President, South Weber Model Railroad Club

South Weber, Utah 84660

Re: NMRA Insurance Coverage

Dear Mr. Grubb:

I recently learned about the accident at your club and I am glad to hear the injury does not appear to be serious. However, in discussing the insurance with our insurer, I learned the extent of the risk that is insured in our insurance policy.

The insurance company intended to insure our members with regard to accidents occurring on their properties such as someone falling down stairs or tripping on an impediment on the floor. We had a lawsuit a few years ago when a heavy steel cargo door came down on a person attending a National Model Railroad Association, Inc. (NMRA) event at a local city owned facility. These are the type of accidents the insurance company assumed as the risk. The insurance company recently advised us that trains that are built for people to ride are not the type of risk the company will insure.

Insurance companies consider trains which people ride as amusement rides and in the same category as those rides at a Disney park or one of the Six Flags amusement parks. Moreover, insurance for these types of rides is insured by large overseas companies similar to Lloyds of London. As you might suppose, the premiums for these types of rides is extremely expensive and unaffordable for the NMRA. Therefore, effective immediately, the NMRA insurance will not insure any organization that owns trains upon which people ride. We regret having to make this decision but we have no choice because we do not have sufficient funds to provide insurance for these types of trains.

NMRA Insurance Coverage South Weber Club

Correspondence to Mr. John R. Grubb
NMRA Insurance Coverage
May 2, 2016
Page 2

If you have any questions, please do not hesitate to contact me.

Respectfully yours,



Robert J. Amsler Jr.
General Counsel
National Model Railroad Association

RJA/si

c: Ms. Jenny Hendricks

**AGREEMENT
BETWEEN SOUTH WEBER CITY AND
THE SOUTH WEBER MODEL RAILROAD CLUB**

This Agreement is made this 27th day of March, 2018 by and between the City of South Weber, a municipal corporation hereinafter called "City," and the South Weber Model Railroad Club hereinafter called "Club."

Whereas, the Club, a 501(c)(3) non-profit corporation, proposes to render advantageous and desirable services by and through its model railroad activities; and

Whereas, it is the desire of the City to aid and assist the Club in the development of this program, the same being consistent with Resolution 14-07, Phased Master Plan dated January 28, 2014, it being noted that Resolution 14-07 approved a conceptual Master Plan;

Now therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1.0 General Provisions

The City agrees to cooperate with the Club in providing the use of the Canyon Meadows Park for the operation of their model railroad activities. The City's programs and activities shall, in all cases and at all times, take precedence over the Club's programs and activities unless specifically authorized by this Agreement. The Club may use the Canyon Meadows Park railroad facilities during such periods and for such purposes as prescribed herein and for other periods as the City may make available. The Club shall maintain the railroad facilities and features to include railroad yard, bridges, signals and signs.

1.1 Construction

The Club shall provide the labor to build the track panels, design appropriate bridges and their installation per national 1/8 scale standards. The Club will build all track facilities and features, to include site prep and road base installation "in-phase" only, with donated Club funds. No "out-of-phase" track will be laid down, unless specifically authorized by resolution of the City Council. "In-phase" construction will be completed as part of the approved City's "Canyon Meadows Park Master Plan" (see Appendix A (Refers to Appendix B: Resolution 14-07, Phase 3, Scheme B)). The City has allowed track to be installed in Phase 2 during the initial construction of the Park. All changes and additions shall be approved by the City prior to construction.

1.2 Operation

The Club shall operate trains for public rides one Saturday of each month beginning in March through October of each year, weather permitting. Hours may vary as established by the Club Board of Directors. The Club shall operate their trains as set forth in the Club's adopted Operating Rules (see Appendix B) as established by the Club's insurance carrier. In the event of an incident or accident, the Club will provide a complete report to both the City and the Club's insurance agency within forty-eight (48) hours. The City Manager will determine if a review board should convene to discuss cause and prevention.

1.3 Term of Agreement

The term of this agreement shall be ten (10) years unless the Termination of Agreement paragraph 6.0 below is exercised.

1.4 Funding and Construction Maintenance

The initial funding of the railroad was a cooperative effort between the City and Club. The City's original contribution is considered a donation to the Club. The Club shall have ownership of all features and facilities, including track. The Club is self-funded and may request donations from private individuals, businesses, corporations, and entities.

1.4.1 The Club's responsibilities include but are not limited to:

- a) Club-owned riding cars' construction and maintenance;
- b) Club-owned locomotives' construction and maintenance;
- c) track maintenance, including physical track, ties, road base, ballast and weed control along track right-of-way, with track clearance determined by the width of the road base on either side of the track but not less than two (2) feet from the outside rail; and
- d) railroad signs, crossing gates, warning signs along track right of way, including path crossing signs, passenger riding rules posted at loading sites.

1.5 Donations Collection and Usage

1.5.1 The Club may collect donations at all times, including regular run weekends and special scheduled Club events such as group parties, birthdays, and business events.

1.5.2 The Club shall keep a financial record of all donations and rider counts incurred within the Canyon Meadow Park.

1.5.3 Donations collected at Canyon Meadow Park shall be used to build and maintain the railroad.

1.5.4 The Club shall be responsible for the purchase of all track materials.

1.6 Use of Track

The track, trains and equipment shall only be used by trained members of the Club in good standing. Visitors may use the track and equipment if a member of the Club is on site. Visiting operators shall sign a release form (Appendix C) with the club and abide by the Club Rules of Operation.

1.7 Rider Rules of Operation

The Rider Rules of Operation (Appendix D) may be modified by the Club or the City depending on both agencies' insurance policies. Each entity will notify the other in writing of the changes.

2.0 Special Provisions

2.1 General Public

Participation on public rides shall be dependent upon full compliance to the Club's Rules of Operation. Participation in all train-related events shall be without regard to race, color, religion, gender, sexual orientation, national origin, age, marital status, familial status, disability, status as a disabled veteran or veteran of the Vietnam era, or any other legally protected status.

2.2 Rides

Club members shall not be obligated to furnish rides to the general public on their personally-owned equipment. Members may offer rides as long as full compliance with Club safety rules and regulations are followed. The Club agrees to provide at least one locomotive and riding cars on scheduled ride days, weather permitting.

2.3 Financial Report

The City reserves the right to inspect the Club financial records as to the Canyon Meadows Park revenues, expenditures and ridership and the Club

agrees to provide access to such records within ten (10) business days following the City's request.

2.4 Ownership

The Club shall own and maintain Club locomotives, riding cars and track. The City reserves the right to purchase any track or structures owned by the Club upon termination of this Agreement.

3.0 Indemnity Clause

3.1 The Agreement assumes the Club is sole owner of the track.

3.2 The Club shall indemnify, defend and save and hold the City harmless from any and all claims, demands, suits, fines, fees of causes of action for death or injury to person, or damage to property resulting from or in any way connected to the track and/or the Club's use of the Canyon Meadow Park, or anyone associated with the Club.

3.3 The City shall save and hold the Club harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting from or which may arise by reason of dangerous or defective conditions of City property, except for property to be maintained by the Club under this Agreement, or by reason of a failure to maintain Canyon Meadow Park in a safe condition.

4.0 Club Insurance

The Club agrees to maintain, at its expense, public liability insurance in the amount of \$1,000,000 with an insurance carrier satisfactory to the City. The carrier shall provide the City Recorder with a certificate each year upon policy renewal.

5.0 Closure of Park Facilities

The City, after giving notice to the Club, shall reserve the right to temporarily close any and all Canyon Meadow Park facilities, including all related Club facilities within the park for reasons of health, safety, or necessary repairs.

6.0 Termination of Agreement

The City or the Club may terminate any provision within the Agreement or the Agreement in its entirety, at any time upon ninety (90) days written notice. Upon total termination, the Club shall remove all Club-owned equipment and fixtures from the park within ninety (90) days, weather permitting, following the official termination date, and restore the property by either a) removing the track and track bed, b) leaving the track bed as a walking trail, or c) restoring the property to some other condition to be determined by the City, in the City's discretion.

7.0 Arrangements for use of Facilities

The Club's President or designee shall submit to the City, in writing, by January 30, of each year, their intended schedule of run days and any special events. Any future changes shall be submitted to the City in writing. Club members may use the track any time as long as it is deemed safe by the Club.

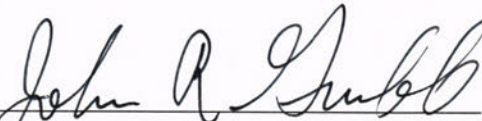
IN WITNESS WHEREOF, these parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

SOUTH WEBER CITY

SOUTH WEBER MODEL
RAILROAD CLUB



City Manager



President

Attest:



Deputy City Recorder



Appendix A
Canyon Meadows Park
Scheme B



Canyon Meadows Park

South Weber City, UT
16th December 2013



Concept Plan : Scheme B

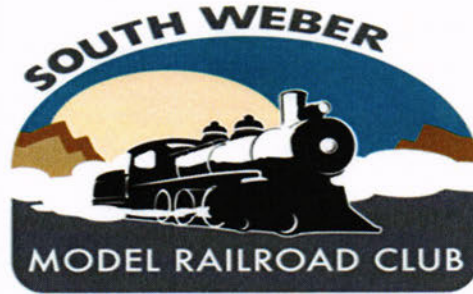
- | | | | |
|---|---|------------------------------------|--|
| 1 Reconfigured 106 Space Parking Layout | 6 Earthworks | 10 Reconfigured Baseball Plaza | 15 Temporary Event Parking (30 Stalls) |
| 2 Playground & Splash Pad | 7 Reconfigured Softball with 225' foul line and 10' warning track | 11 Existing Baseball | 16 Large Event Gazebo |
| 3 Wetland | 8 Railway Track | 12 Lawn | 17 Pavilion |
| 4 Existing Woodland | 9 Main Railway Station | 13 Native/ Low Water Use Landscape | 18 Informal Trails |
| 5 Boardwalk Wetland Crossing | | 14 Reconfigured Tennis | 19 Railway Feature |

1.0 Passenger safety rules

- 1.1 All passengers shall keep hands and feet inside the riding car at all times
- 1.2 All passengers shall not lean out so as to tip the cars.
- 1.3 All passengers shall not grab at anything along the right of way.
- 1.4 All passengers shall obey the instructions from the engineer and/or the conductor.
- 1.5 All children under the age of 7 shall have an adult on the train to supervise the child.
- 1.6 No food is allowed on the train.
- 1.7 No Smoking in the loading area or while on the train.
- 1.8 Drinks (water or soda) are allowed on the train.
- 1.9 No alcoholic drinks are allowed.
- 2.0 No one under the influence of alcohol or an illegal substance is allowed to ride the train.
- 2.1 All passengers enter and ride these trains at their own risk.

2.0 General park signs

- 2.1 A sign with the passenger rules shall be placed in all loading areas.
 - 2.1.2 The Riding rules shall be explained when the passengers are loaded on the train and before any movement of the train.
- 2.2 A sign with the following warnings shall be placed in the park to inform the general public of the operation of a large scale model railroad.
 - 2.2.1 This public park contains a large scale operating model railroad. The public is invited to come and enjoy the railroad however, be advised it is dangerous to play on or around any of the railroad equipment.
- 2.3 Signs or signals shall be posted at all point where the tracks cross any walking paths. Signals shall have red flashing lights and a bell to warn the public a train will soon cross the path.
- 2.4 Signals with lowering arms shall be placed where the tracks cross any roads. The signals shall have red flashing lights, bells, and arms which come down to block traffic while trains cross the road.
- 2.5 Signals shall come on in enough time to allow the crossing to be clear of pedestrian and/or vehicles.
- 2.6 All bridges and tunnels shall have a "Do not enter" and/or a "Do not climb on" signs on each end to warn the public of the danger.
- 2.7 Exact sign wording shall be determined between the City and the Club.



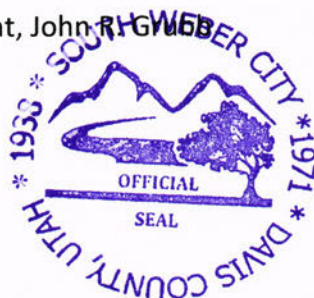
To: South Weber City Council

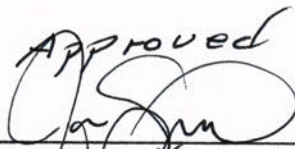

The South Weber Model Railroad Club respectfully requests the following two additions to our 2018 Agreement.

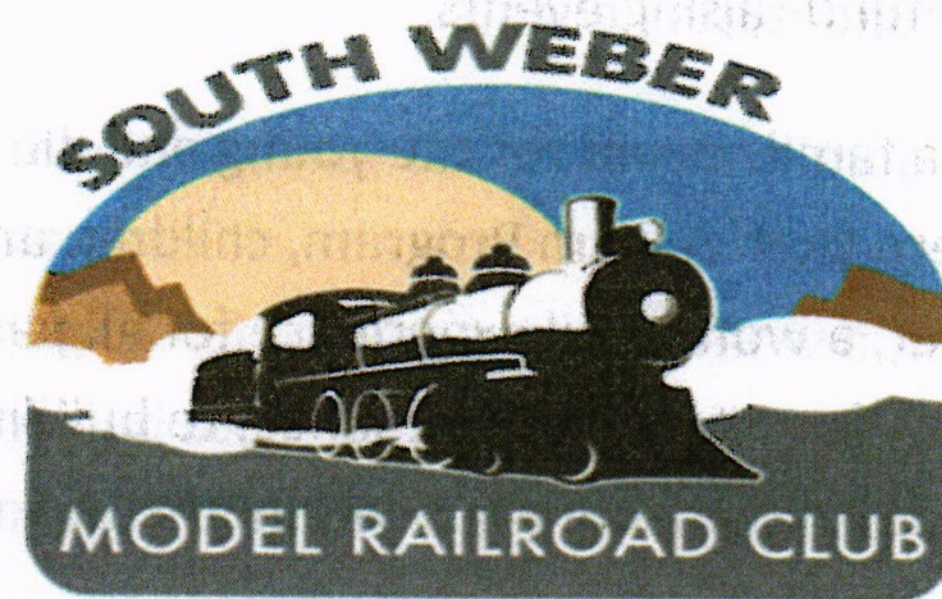
- 1) Complete the West loop, presently a portion is located in Phase III of the Canyon Meadows Park. This area (see photo) is an extension to our existing track located at the very North West portion of Phase III. The loop requires a diameter of 180 feet, (South and East from the North West corner of Phase III). A perimeter of 5 feet beyond this loop and the extension of this track from the designated Wye will be maintained by the Club. All areas within this loop will be kept weed free. This will add to our guests ride experience and allow us to turn our trains and run in the opposite direction. (this will also accommodate for the wheel ware of our engines)
- 2) Install a small, steel and wood bowery (12' X 24") steel roof material, similar to the submitted photos. Bowman and Kemp have agreed to fabricate this steel structure. Geneva Rock has indicated that they would donate the concrete. The structure will be integral to the concrete slab. The final structure design will be determined by the City Council. Concrete will be added adjacent to the Park concrete walkways (by the Club) for pedestrian safety, and passenger loading/unloading safety.
- 3) As stated, the Club will pay for all materials necessary to complete these two projects, if not donated to the City through the Club.

Club President, John R. G. Webb

7-6-18



Approved 7/10/18

John R. G. Webb, Mayor

Mark McRee, Recorder



To: South Weber City Council

The history and goals of the South Weber Model Railroad Club

The Club was organized on February 18, 2009, at the request of Mayor Brent Petersen, and the South Weber City Council. A group of less than ten individuals registered with the State of Utah "as the South Weber Model Railroad Club", a nonprofit corporation. On June 30, 2014 our Club became a 501(c) (3) charitable organization with the IRS, (retroactive to 2009).

The City Council approved a budget of \$36,000 for the construction of the first loop of 3,600 feet of track. Club members assembled all the track panels, fabricated the bridges; hand laid and ballasted the track. Since that date the Club has added an additional 1400 feet of track, an investment of over \$9,500 in rail, ties and ballast. Addition donations of over \$23,000 have allowed the Club to purchase an engine house for train storage, tools, one small Club engine (\$5,000 value) and 11 public passenger cars.

No financial assistance has been received from the City since their initial investment.

The Club was advised in 2009 that this park would have a railroad theme. The first concept drawings for the entire 18 acre park included 2 miles of track. The Club was asked to provide the designers with photos of typical Railroad Stations for the park restrooms. This type of Public Railroad Park exists all over the United States within both City and County properties, all supported by donations.

We are extremely grateful to the City of South Weber for this opportunity to provide a railroad experience to the citizens of South Weber and surrounding communities. Our average monthly ridership is in excess of 900 riders. The Club has provided an annual Halloween Fright Train for the past 4 years, providing over 1,900 rides and treats at that event.

We have provided train rides for special community groups, birthday parties and free rides for special fund raising events.

This is a family event for the young and old. The Club provided a recent experience for the Northern Utah Autism Program, children and family members were able to ride the train together, a wonderful experience for all participants. Boy Scouts have worked on merit badge projects, from track maintenance, to building and installing track sections. We, as a Club, believe this is a destination within the City of South Weber for everyone on the Wasatch Front to enjoy.

The SWMRRRC will continue to do everything possible to help develop and expand the Canyon Meadows Park. Thank you for your support.

Officers of the SWMRRRC

7-9-18

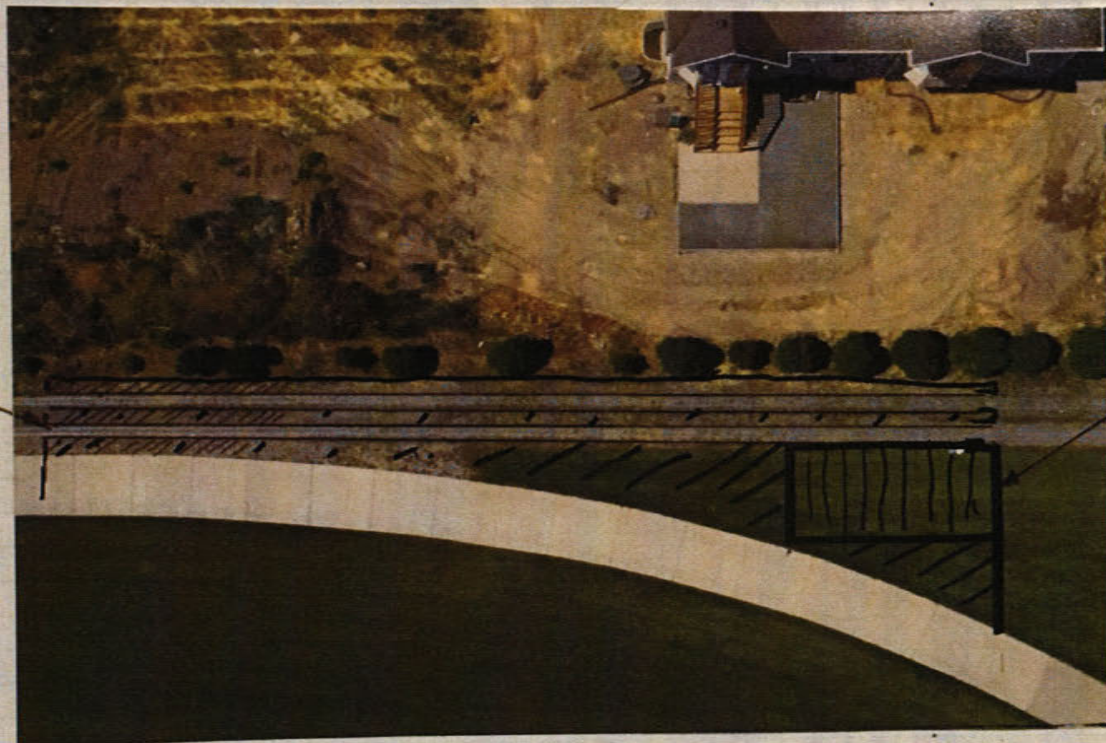
- PROPOSED WEST LOOP -

NI ↑

EXISTING WYE



— SAFE LOADING
AREA —
3" DEEP CONCRETE
2' WIDE — BOTH SIDES
OF TRACK



12' x 24' x 8'H
BOWERY
(SEE DETAILS)

112' FEET



Safety Audit Report

South Weber City

June 29, 2021

This report identifies risks, safety standards, and recommendations for your entity.

Thank you for your partnership with the Utah Local Governments Trust.

Trust Loss Prevention Team,
Jason Watterson, CIH, ARM-P, CPSI
Doug Folsom, CSP, ARM-P, CPSI
Brent Oakeson, CSP, ARM, CPSI

REPORT SUMMARY:

Date	Finding	Facility	Page
Jun 29, 2021	Equipment Maintenance	Canyon	2
Jun 29, 2021	Impalement Hazards	Canyon	5
Jun 29, 2021	Trip Hazards	Canyon	7
Jun 29, 2021	Attractive Nuisance	Canyon	9



Finding : Equipment Maintenance
Date : Jun 29, 2021
Severity : 4 of 5
Facility : Canyon Meadows Park
Address :
Corrected :

Loss Prevention Consultant:

Jason Watterson 435.213.6869

Observed Conditions:

Equipment in various areas was loose, damaged or unstable and constituted various hazards.

Best Practices:

Buildings and facilities shall be maintained free of physical hazards with potential to harm or cause injury.

Recommendations:

Remove damaged equipment. Maintain equipment regularly. Document regular inspections of facilities and any repairs that are done.

Corrected Notes:

Additional Photographs for Equipment Maintenance



2021-06-29 09:04



Finding : Impalement Hazards
Date : Jun 29, 2021
Severity : 4 of 5
Facility : Canyon Meadows Park
Address :
Corrected :

Loss Prevention Consultant:

Jason Watterson 435.213.6869

Observed Conditions:

Various switching equipment was protruding, creating impalement and trip hazards.

Best Practices:

Buildings and facilities shall be maintained free of physical hazards with potential to harm or cause injury.

Recommendations:

Remove/redesign/cover switching devices to eliminate impalement hazards.

Corrected Notes:

Additional Photographs for Impalement Hazards



2021-06-29 09:04



Finding : Trip Hazards
Date : Jun 29, 2021
Severity : 3 of 5
Facility : Canyon Meadows Park
Address :
Corrected :

Loss Prevention Consultant:

Jason Watterson 435.213.6869

Observed Conditions:

Various objects in walkways created trip hazards.

Best Practices:

Walking surfaces in public and work areas shall be free of trip hazards. Trip hazards include vertical separations of 1/4 inch, holes and loose or foreign objects on the ground.

Recommendations:

Remove objects from walkways. Provide adequate storage for materials to prevent reoccurrence.

Corrected Notes:

Additional Photographs for Trip Hazards



2021-06-29 08:47



2021-06-29 08:48



Finding : Attractive Nuisance
Date : Jun 29, 2021
Severity : 4 of 5
Facility : Canyon Meadows Park
Address :
Corrected :

Loss Prevention Consultant:

Jason Watterson 435.213.6869

Observed Conditions:

Model train facilities were poorly kept, with materials scattered about the area. This condition could constitute an attractive nuisance, creating various hazards to children or others using the park.

Best Practices:

Public areas should be free of attractive nuisances which present fall or other injury hazards.

Recommendations:

Remove all non-utilized materials from park. Consider the overall risk of supporting model train facilities.

Corrected Notes:

Additional Photographs for Attractive Nuisance



2021-06-29 08:42



2021-06-29 08:43



2021-06-29 08:43



2021-06-29 08:44

- **11 April 2023 Minutes**
- **25 April 2023 Minutes**
- **April Checks**

Councilman Halverson moved to approve the consent agenda as written. Councilman Dills seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

5. Resolution 23-10: South Weber Model Railroad Club (SWMRRC) Agreement:

South Weber City has had an agreement in place with the club since their original installation in Canyon Meadows Park. SWMRRC leadership changed at the beginning of 2023 and the Parks Committee worked on a draft agreement with the new leadership. Upon review the City Council requested some additional amendments be made and the committee considered them and finalized the current proposed agreement.

Some discussion took place regarding responsibilities for difficult to reach areas. Councilwoman Petty reviewed a citizen letter with concerns. City Manager David Larson suggested adding language to the contract that the train club will be responsible for maintaining areas not accessible by the Public Works Department. The Council agreed.

Councilman Dills moved to approve Resolution 23-10: South Weber Model Railroad Club Agreement with the following amendment:

- **Add to 1.5.1C require maintenance in areas inaccessible to the city because of track including small areas in between the track and in the areas where the club has placed gravel.**

Councilman Soderquist seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, and Soderquist voted aye. Councilwoman Petty voted nay. The motion carried 4 to 1.

The leadership of the train club returned and requested a definition for inaccessible. This item was re-visited at the end of the meeting. Councilwoman Alberts suggested a visual color-coded map which identifies the maintenance responsibilities for the Public Works Department and SWMRRC. Mr. Larson excused himself from the meeting to contact the Public Works Department. He then confirmed that the city uses the backpack sprayer to take care of the gap between the northern rail and the property line. Historically, this was the responsibility of the SWMRRC, but the Public Works Department saw the need to remove the shrubs and install the weed barrier. They would prefer that the SWMRRC maintain this area, but they are willing to continue spraying it.

Councilwoman Petty voiced her frustrations noting the minimal rent which is paid for a large impact on the residents. The Club lamented the high cost of maintenance. They offered to spray the area for weeds if the City were willing to pay for the cost of the spray. Councilman Halverson recommended a cost-effective concentrate and suggested they spray themselves rather than hire a commercial landscaper.

Councilwoman Alberts moved to approve Resolution 23-10: South Weber Model Railroad Club Agreement with the following amendments:

1. **Add to 1.5.1C requiring maintenance in areas inaccessible to the city including areas completely surrounded by track and the area from the track to the northern and eastern boundaries and in the areas where the club has placed gravel.**
2. **The property on the north and east side of the train tracks weeds will be maintained by the SWMRRC and the weed barrier and mulch will be maintained by South Weber City.**
3. **A color-coded map identifying areas to be maintained by South Weber City and SWMRRC will be added to the agreement as an exhibit.**

Councilman Dills seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, and Soderquist voted aye. Councilwoman Petty voted nay. The motion carried 4 to 1.

6. Resolution 23-14: Tentative Budget and Set Public Hearing:

The tentative budget was reviewed by the City Council on April 11, 2023 and the following changes were made following their discussion:

1. The Fire department side by side was removed.
2. Holiday decorations for City Hall were reduced from \$10,000 to \$2,000.
3. The wheel loader for Public Works was removed.
4. The judge's salary was reduced by \$1,000.

Councilwoman Petty moved to approve Resolution 23-14: Tentative Budget and Set a Public Hearing for May 23, 2023. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

7. Resolution 23-15: Municipal Election Polling Places

The Family Activity Center located at 1181 Lester Drive is designated as a common polling place for all voting precincts within South Weber City. In addition, all other Davis County polling places are designated as Election Day voting centers, so long as the cities in which these buildings are located are required to hold an election:

Councilwoman Alberts moved to approve Resolution 23-15: Municipal Election Polling Places. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

8. Cherry Farms Field Overhaul:

Cherry Farms was scheduled a few years ago to get the baseball diamond moved. The city received a quote from DuraEdge in the amount of \$11,956.00 to complete the overhaul of the baseball diamond which is above the 2023 budgeted amount is \$10,000. Councilwoman Petty questioned the start date and was informed it would be immediate upon approval.

Councilwoman Alberts moved to approve Cherry Farms Field Overhaul to DuraEdge in the amount of \$11,956.00. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried

REPORTS:

9. New Business (None)

6. Resolution 23-10: South Weber Model Railroad Club (SWMRRC) Agreement

The Parks Committee has been working with the SWMRRC concerning updating the agreement with South Weber City. The major additions to the agreement are as follows:

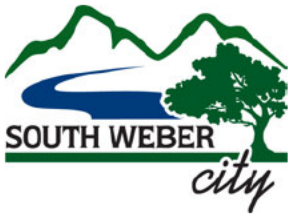
- The agreement has a term of 10 years, until December 31, 2033
- SWMRRC will begin leasing the land at \$200/year
- The City must authorize by written approval any additional track to be installed
- Clarification on grass and weed maintenance responsibilities to 2 feet from the outside rail of the track
- Clarification on the club's ability to request donations up to \$2/ride/person
- Clarification on the club's responsibility to place signs when trains are running but public rides are not being provided
- Establish a regular bi-annual meeting schedule between the club and the committee for coordination purposes
- Add force majeure language

Councilwoman Petty queried why only one day a month for public use and not two. She stated a 10-year agreement is too long. Councilman Dills responded a 10-year agreement allows the SWMRRC to attract investors. Councilman Soderquist added the 10-year agreement was a compromise between the SWMRRC and the Parks Committee. Councilwoman Petty stated South Weber City needs to have the ability to re-negotiate the agreement if the need arises.

Councilwoman Alberts favored adding language to include modifications to the agreement. City Attorney Blakesley suggested adding an addendum if both parties agree. Councilman Halverson favored a 5-year agreement with one day a month for public use. Councilman Soderquist agreed, but he would support the 10-year agreement with the bi-annual meetings. Councilwoman Petty

suggested no more than 3-years. Councilwoman Alberts approved the 10-year agreement because it allows for the club to attract investors and she did not want to set them up for failure. Mr. Blakesley added SWMRRC can do an insurance or cash bond which would allow South Weber City to step in and maintain the weeds. Councilwoman Alberts noted the language for formal approval was ambiguous. The City Council suggested amending the agreement to specify the City Council will give approval. Councilwoman Petty questioned the language in Section 1.1.1 and 1.6.6 concerning free ride days and donations, etc. It was suggested to replace "fee" with "donation." The City Council agreed individuals should not feel pressured to donate on free ride days. City Manager David Larson expressed that a representative from SWMRRC could not attend tonight's meeting and they had a couple of items they would like to discuss further. Mr. Blakesley will include a statement at the end of the agreement to include it must meet all federal and state laws.

Councilman Dills moved to continue Resolution 23-10: South Weber Model Railroad Club Agreement to May 9, 2023. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, and Soderquist voted aye. Councilwoman Petty voted nay. The motion carried 4 to 1.



5 Train Club
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

May 9, 2023

PREPARED BY

David Larson
City Manager

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 23-10
SWMRRC Agreement
Track Changes Copy
SWMRRC Agreement
Clean Copy

PRIOR DISCUSSION DATES

[April 11, 2023](#)

AGENDA ITEM

Resolution 23-10: South Weber Model Railroad Club Agreement

PURPOSE

Consider an updated agreement with the South Weber Model Railroad Club (SWMRRC)

RECOMMENDATION

Parks Committee recommends approval

BACKGROUND

The City has had an agreement in place with the club since their original installation in Canyon Meadows Park. Amendments have been made at times since the original agreement was approved, with the most recently adopted updates taking place in 2018. The Parks Committee began discussing potential agreement updates with the SWMRRC in early 2020 and even got so far as drafting amendments. Then covid hit and the club was unable to operate in 2020. The drafted amendments were discussed between the club and the committee on and off since 2021 but real traction began to be made in fall of 2022.

SWMRRC leadership changed at the beginning of 2023 and the committee worked on a draft agreement with the new leadership in a meeting on March 13, 2023, which the Council considered on April 11, 2023. During that meeting, the City Council requested some additional amendments be made. The Parks Committee was able to meet with SWMRRC leadership on April 28, 2023, to discuss those changes and finalize a proposed agreement.

ANALYSIS

The track changes version of the agreement provided in the packet tracks to the March 13, 2023, version for comparison to what went before the Council on April 11.

Below is a summary of the amendments from April 11, which includes the changes discussed during City Council meeting along with general clarifying edits necessary for the Agreement to be cohesive and legally binding:

- Sections 1.2 and 1.6 – Clarification and definition of Public Ride Days (that go from March to October) with no charge to the public but donations are accepted
- Section 2.2 – Requirement to post a schedule of Public Ride Days during any private events
- Sections 1.3 and 2.5 – 10 year term with a requirement to review the agreement at least every three years

**AGREEMENT BETWEEN SOUTH WEBER CITY AND
THE SOUTH WEBER MODEL RAILROAD CLUB**

This Agreement is made this 27th day of Sept, 2023, by and between South Weber City (“City”) and the South Weber Model Railroad Club (“Club”). City and Club are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

Whereas, the Club, a 501(c)(3) non-profit corporation, proposes to render advantageous and desirable services by and through its model railroad activities; and

Whereas, it is the desire of the City to increase the use of the City’s Canyon Meadows Park and to aid and assist the Club in the development of its program, the same being consistent with Resolution 14-07, Phased Master Plan dated January 28, 2014, it being noted that Resolution 14-07 approved a conceptual Master Plan; and

Whereas, the City Council updated the Canyon Meadows Park Master Plan for the West side of the park in December 2020; and

Whereas the Parties entered into an Agreement in 2018 documenting their positions and obligations, and now they desire to amend that Agreement to read as stated herein.

AGREEMENT

Now therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1.0 General Provisions

The City agrees to allow the Club to use a limited portion of Canyon Meadows Park for the operation of their model railroad activities. The City’s programs and activities shall, in all cases and at all times, take precedence over the Club’s programs and activities unless specifically authorized by this Agreement. The Club may use the Canyon Meadows Park railroad facilities during such periods and for such purposes as are prescribed herein and for other periods as the City may make available. The Club shall maintain the railroad facilities and features to include tracks, gravel bedding, railroad yard, bridges, signals, and signs.

1.1 Construction

The Club shall build the track panels, design appropriate bridges, and their installation per national 1/8 scale standards. The Club will build all track facilities and features, to include site prep and road base installation with funds donated by club members and benefactors, and with donated labor. No “out-of-phase” track will be laid down. “In-phase” construction will be completed as part of the approved City’s “Canyon Meadows Park Master Plan” (see Resolution 14-07, Phase 3, Appendix A). The City has allowed the track to be installed in Phase 2 during the initial construction of the Park. All changes and additions

shall be approved by the City prior to construction. Construction of the track shall be limited to what is currently installed. No additional track shall be constructed beyond that without the City's written approval.

Prior to any new construction, additions, or improvements not related to maintenance or repair and other than those on the approved 5 year plan, the Club will submit to the City Council for formal approval (1) a detailed description of the requested improvements, (2) a projected timeline for completion, (3) a list of construction materials, and (3) detailed plans for the construction, additions, or improvements sufficient that City staff can confirm the train system is built to standards and specs outlined in the plans. The plans shall be drawn to scale and provided to the City in electronic form. These plans will be dated and kept on file at the City offices. No work including demolition can begin until the plans have been approved by the City Council and the City has provided the Club with a notice or permit of approval. To help in the approval process and coordination with City projects, the Club will present a tentative five-year plan at the Spring Coordination Meeting with the City.

1.2 Operation

Weather permitting, the Club shall operate trains for public rides (hereinafter referred to as "Public Ride Days") at least one (1) Saturday of each month from March through October.

The Club may also participate in public City events including Country Fair Days, the Easter Egg Hunt, and others. Hours may vary as established by the Club's Board of Directors. The Club shall operate its trains as set forth in the Club's adopted Operating Rules (see Appendix B) as established by the Club's insurance carrier. In the event of an incident or accident, the Club will provide a complete report to both the City and the Club's insurance agency within forty-eight (48) hours. The City Manager will determine if a review board should convene to discuss cause and prevention.

1.3 Term of Agreement

The term of this Agreement shall be until December 31, 2033, unless the Termination of Agreement paragraph below is exercised.

1.4 Lease Payment

The Club shall pay the City two-hundred dollars (\$200.00) each year to lease the ground the track and rail yard building is on. Such Payment shall be made on or before the first day of January of each year.

1.5 Funding and Construction Maintenance

The initial funding of the railroad was a cooperative effort between the City and Club. The City's original contribution is considered a donation to the Club. The Club shall have ownership of all features and facilities, including the track.

*Agreement Between South Weber City and
The South Weber Model Railroad Club - 2023*

The Club is self-funded and may request donations from private individuals, businesses, corporations, and entities.

1.5.1 The Club's responsibilities include but are not limited to:

- a) Construction and maintenance of the Club-owned riding cars;
- b) Construction and maintenance of the Club-owned locomotives;
- c) Construction and maintenance of all track, ties, road base, the train yard building, ballast, and weed control along the track right-of-way, with track clearance determined by the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the mow strip once installed, and the loading and unloading areas.
- d) Construction and maintenance of railroad signs, crossing gates, warning signs along track right of way, including path crossing signs, passenger riding rules, private party notices, and price/donation signs posted at loading sites.
- e) All railyard maintenance, including but not limited to weed control, ballast coverage, fencing, security of shed, appropriate management and storage of supplies and tracks, and short-term storage of ballast, and signage.
- f) As depicted in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, maintenance and weed control in all areas inaccessible to the City because of track, including all small areas between the track and the property or fence lines, areas where the Club has placed gravel, and including the property on the north and the east side of the tracks.

The City will maintain the weed barrier and mulch depicted in Exhibit A.

1.5.2 The Club shall keep the grass and weeds removed from the track area with chemical or mechanical means. When the weeds are growing and not maintained by chemical means the Club will need to remove them by mechanical means (string trimmer) weekly. The track area is considered the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the edge of the mow strip.

1.5.3 The Club shall inspect equipment monthly. The Club shall repair, replace, or remove equipment as needed to maintain safety compliance. All equipment and materials must be maintained and stored in a safe, neat, and orderly manner. Supplies other than gravel

must be stored inside or off sight. Any track, ballast, and road base that is not being used needs to be removed. Any action items identified in safety audits performed from time to time directly related to the Club's equipment and maintenance responsibilities must be addressed within 30 days of receipt of the audit report.

1.6 Donations Collection and Usage

- 1.6.1** On Public Ride Days pursuant to Section 1.2, rides for the public shall be free of charge without the obligation to pay a fee or donation. On any additional days when rides are available to the public, the Club may charge a fee of not more than two dollars (\$2.00) per ride. The Club shall not increase the fee without first obtaining approval from the City Council.
- 1.6.2** The Club shall not use ride fees for any purpose other than the cost of operating the train. Operating costs shall include but not be limited to fuel, materials to construct passenger cars and locomotives, track maintenance, lease payments, and insurance costs. In addition to the fee described above, the Club may invite patrons to make voluntary donations.
- 1.6.3** Under no circumstances shall the Club require a donation for Public Ride Days pursuant to Section 1.2.
- 1.6.4** As an incentive to make donations, the Club may allow a donor to advertise on the riding cars and locomotives so long as the donor complies with City's advertising policies and sign codes.

1.7 Use of Track

The track, trains, and equipment shall only be used by trained members of the Club in good standing. Visitors may use the track and equipment if a member of the Club is on site. Visiting operators shall sign a release form (Appendix C) with the Club and abide by the Club's Rules of Operation. If the Club fails to obtain a release form before providing the ride, the Club shall assume all liability for any accidents and injuries and shall defend and release the City from all liability,

1.8 Rider Rules of Operation

The Rider Rules of Operation (Appendix D) may be modified by the Club or the City depending on both agencies' insurance policies. Each entity will notify the other in writing of the changes.

2.0 Special Provisions

2.1 General Public

Participation in public rides shall be dependent upon full compliance with the Club's Rules of Operation. Participation in all train-related events shall be without regard to race, color, religion, gender, sexual orientation, national origin,

*Agreement Between South Weber City and
The South Weber Model Railroad Club - 2023*

age, marital status, familial status, disability, status as a disabled veteran or veteran of the Vietnam era, or any other legally protected status.

2.2 Rides

Club members shall not be obligated to furnish rides to the general public on their personally owned equipment. Members may offer rides as long as full compliance with Club safety rules and regulations are followed. The Club agrees to provide at least one locomotive and riding cars on scheduled ride days, weather permitting.

When Club members operate trains for private use, maintenance, or private parties, members shall display signs in the park indicating it is a private event and a schedule of Public Ride Days.

Appropriate railroad signs will be purchased and installed by the Club (e.g., passenger loading, crossing signs, warning points, stay off of the track, private party, and passenger area(s)).

2.3 Financial Report

Upon request by the City, the Club shall allow City officials to inspect the Club's financial records as to the Canyon Meadows Park revenues, expenditures, and ridership. The Club agrees to provide access to such records within ten (10) business days following receipt of a written request from the City.

2.4 Ownership

The Club shall own and maintain the locomotives, riding cars, tracks, signs, and fixtures. Upon termination of this Agreement, the Club shall grant the City the first right to purchase any track or structures owned by the Club. If the City does not want the track, the City shall allow the Club ninety (90) days, weather permitting, to remove the items.

2.5 Coordination Meetings

The Club, City Manager, Mayor, and City Parks Committee representatives shall meet at least twice a year in coordination and evaluation meetings. It is anticipated that meetings will take place each year in preparation for the run season and following the run season. At least once every three years as part of the coordination meetings, this Agreement shall be reviewed.

3.0 Indemnity Clause

- 3.1** For purposes of tort liability, the Club shall be considered the sole owner of the railroad, including but not limited to the tracks, locomotives, riding cars, signs, fixtures, and structures.

3.2 The Club shall indemnify, defend and save and hold the City harmless from any and all claims, demands, suits, fines, fees of causes of action for death or injury to a person, or damage to property resulting from or in any way connected to the railroad and/or the Club's use of the Canyon Meadows Park, or anyone associated with the Club.

3.3 The City shall save and hold the Club harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting from or which may arise by reason of dangerous or defective conditions of City property, except for property to be maintained by the Club under this Agreement, or by reason of a failure to maintain Canyon Meadows Park in a safe condition.

4.0 Club Insurance

The Club agrees to maintain, at its expense, public liability insurance in the amount of \$1,000,000 with an insurance carrier satisfactory to the City. The carrier shall provide the City Recorder with a certificate each year upon policy renewal.

5.0 Closure of Park Facilities

The City, after giving reasonable notice to the Club, shall reserve the right to temporarily close any and all Canyon Meadows Park facilities, including all related Club facilities within the park for reasons of health, safety, or necessary repairs.

6.0 Abatement & Termination

6.1 If the Club neglects its responsibilities outlined in Section 1.5 of this Agreement, the City reserves the right to take necessary actions to fine or abate the neglect.

Prior to issuing a fine or enforcing through abatement, the City shall provide written notice to the Club specifying the nature of the neglect and the required corrective actions.

If the Club fails to remedy the neglect within fifteen (15) days of receiving such notice, then City may, at the City's discretion, assess a fine of \$100/day or undertake the necessary abatement measures at the Club's expense.

The City shall assess the costs incurred for abatement, including labor, materials, and administrative expenses, to the Club.

6.2 The City or the Club may terminate any provision within the Agreement or the Agreement in its entirety, at any time upon sixty (60) days written notice. Upon total termination, the Club shall remove all Club-owned equipment and fixtures from the park within ninety (90) days, weather permitting, following the official termination date.

7.0 Arrangements for use of Facilities

The Club's President or designee shall submit to the City, in writing, by January 30, of each year, their intended schedule of run days and any special events. Any future changes shall be submitted to the City in writing. Club members may use the track any time the park is open to the public, as long as it is deemed safe by the Club.

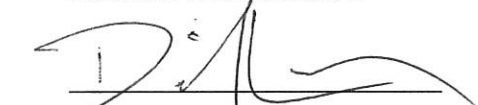
8.0 Force Majeure

If either the City or the Club shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, weather, earth movement, lockout or labor trouble, unforeseen restrictive governmental laws, regulation, acts or omissions, or acts of war or terrorism which directly affects Canyon Meadows Park, the City, or the Club, riot or other similar causes, without fault and beyond the reasonable control of the party obligated, the performance of such act, including payment of all monies due, shall be permanently excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay, at which time all payments due shall be resumed.

9.0 The Club shall operate and maintain the railroad in compliance with all federal, state, and local laws, and in accordance with the terms of this Agreement, the Club's insurance, and all legal requirements and obligations.

IN WITNESS WHEREOF, these parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

SOUTH WEBER CITY



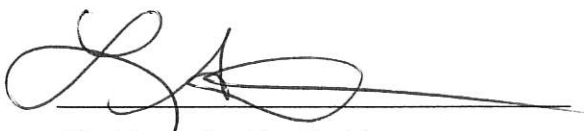
City Manager David Larson

SOUTH WEBER MODEL RAILROAD CLUB



President

Attest:



City Recorder Lisa Smith

South Weber City

1600 East South Weber Drive
South Weber, UT

colson@southwebercity.gov

Date: September 25, 2025

To: South Weber Model Railroad Club

Subject: Notification of Maintenance and Responsibility Violations

Dear South Weber Model Railroad Club Board and Members,

This letter serves as formal notice regarding multiple violations of the responsibilities assigned to your Club under Section 1.5 of the agreement with the City of South Weber. The city has requested attention to the matter May 8th, May 27th, June 5 and September 5th.

Following recent inspections and site visits, it has been observed that the following responsibilities outlined in Section 1.5.1 and 1.5.2 are not being met:

Section 1.5.1 Violations:

- **Section 1.5.1 Subsection (c):** Construction and maintenance of all track, ties, road base, the train yard building, ballast, and weed control along the track right-of-way, with track clearance determined by the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the mow strip once installed, and the loading and unloading areas.
- **Subsection 1.5.1 (e):** Railyard maintenance has been neglected. Specifically, there is visible weed overgrowth, unsecured materials, and lack of ballast coverage in multiple areas.

Section 1.5.2 Violations:

The Club shall keep the grass and weeds removed from the track area with chemical or mechanical means. When the weeds are growing and not maintained by chemical means the Club will need to remove them by mechanical means (string trimmer) weekly. The track area is considered the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the edge of the mow strip

- The Club has not effectively removed grass and weeds from the track area either chemically or mechanically. Active weed growth is present and has not been addressed on a weekly basis as required. This failure poses potential safety and aesthetic issues and is in direct violation of the agreement.

Required Corrective Actions:

We request that the Club take immediate steps to bring the site into compliance.

Specifically:

- Remove all weeds and grass from the triangle area. Please see non-compliant photos.
- Keep all weeds clear of track. See attached map.

Notice Regarding Abatement and Termination Provisions

(Section 6): If the Club neglects its responsibilities outlined in Section 1.5 of this Agreement, the City reserves the right to take necessary actions to fine or abate the neglect.

Prior to issuing a fine or enforcing through abatement, the City shall provide written notice to the Club specifying the nature of the neglect and the required corrective actions.

If the Club fails to remedy the neglect within fifteen (15) days of receiving such notice, then City may, at the City's discretion, assess a fine of \$100/day or undertake the necessary abatement measures at the Club's expense.

Failure to address these violations promptly will result in further action as defined in the agreement. 15 days from the date of this notice is October 10th 2025.

(Section 5): The City, after giving reasonable notice to the Club, shall reserve the right to temporarily close any and all Canyon Meadows Park facilities, including all related Club facilities within the park for reasons of health, safety, or necessary repairs.

If immediate compliance is not met, all use of the track will be suspended, and fines will be incurred.

Further notices for these violations will not be issued for 365 days; any future violations of these provisions will result in immediate fines, per the agreement.

Please confirm receipt of this letter and provide a written response by September 26th 2025, outlining your intended plan of action and timeline for compliance.

We appreciate your cooperation in maintaining the high standards and safety of the model railroad facility. If you have any questions or need clarification regarding this notice, please contact me or David Larson, City Manager

Sincerely,

Chay Olson

Parks Manager
South Weber City









Non Compliant area:



Non Compliant area:



South Weber City

1600 East South Weber Drive
South Weber, UT

colson@southwebercity.gov

Date: October 14, 2025

To: South Weber Model Railroad Club (“Club”)

Subject: Fine and Closure of Club Track at Canyon Meadows Park

Dear South Weber Model Railroad Club Board and Members

This letter serves as formal notice that, in accordance with the terms of our agreement — specifically the section titled “*Closure of Park Facilities*”— the City will be temporarily closing all Canyon Meadows Park facilities, including related Club facilities, effective today October 14th, 2025. This will include the October 18, 2025, run day unless the below-listed violations are remedied.

In accordance with section 6.0 of the Agreement, fines of \$100 per day will begin today, October 14, 2025. Fines will be invoiced weekly until the train club provides documentation that the following is back into compliance:

Section 1.5.1 Violations:

- **Section 1.5.1 Subsection (c):** Construction and maintenance of all track, ties, road base, the train yard building, ballast, and weed control along the track right-of-way, with track clearance determined by the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the mow strip once installed, and the loading and unloading areas.
- **Subsection 1.5.1 (e):** Railyard maintenance has been neglected. Specifically, there is visible weed overgrowth, unsecured materials, and lack of ballast coverage in multiple areas.

Section 1.5.2 Violations:

The Club shall keep the grass and weeds removed from the track area with chemical or mechanical means. When the weeds are growing and not maintained by chemical means the Club will need to remove them by mechanical means (string trimmer) weekly. The track area is considered the width of the road base on either side of the track but not less than two (2) feet from the outside rail or to the edge of the mow strip

- The Club has not effectively removed grass and weeds from the track area either chemically or mechanically. Active weed growth is present and has not been addressed on a weekly basis as required. This failure poses potential safety and aesthetic issues and is in direct violation of the agreement.

Required Corrective Actions:

We request that the Club take immediate steps to bring the site into compliance.

Specifically:

- Remove all weeds and grass from the triangle area. Please see non-compliant photos.
- Keep all weeds clear of track.

If you have any questions or need clarification regarding this notice, please contact me or David Larson, City Manager .

Sincerely,

Chay Olson

Parks Manager
South Weber City

Utah Local Governments Trust

55 S Highway 89
North Salt Lake, UT 84054



UTAH LOCAL GOVERNMENTS TRUST

TRUST

South Weber City

March 17, 2026

Dear Trust Member,

Thank you for your participation in the recent risk assessment of your facilities. The risk assessment report identifies potential risks identified during the visit, associated standards, and recommendations to help mitigate exposures. This assessment does not replace your responsibility to maintain a safety program to identify and correct hazards.

Trust Risk Management requests that you review the items identified in this report and responded to within 30 days. While the recommendation(s) do not have to be corrected within 30 days, we do need to know what efforts will be taken to address each concern. Please note our reinsurers require that our members respond to the Trust on how they will address findings from risk assessments.

Please email a brief summary of the corrective action taken or proposed for each of the items identified in this report directly to me.

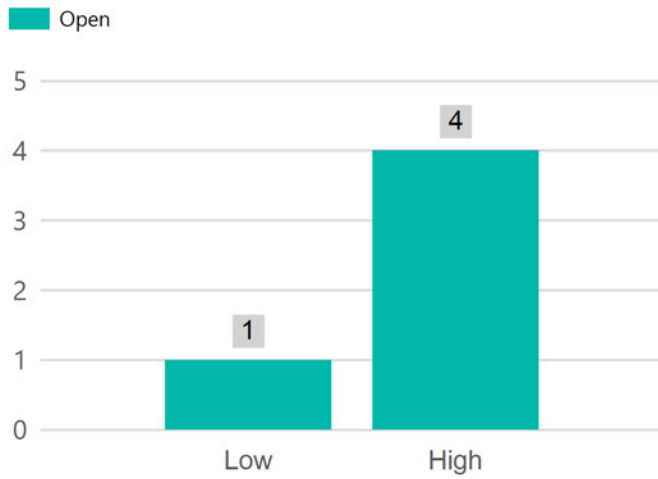
Please do not hesitate to contact me if you have any questions or if I can be of any additional assistance.

Regards, Risk Management Consultant

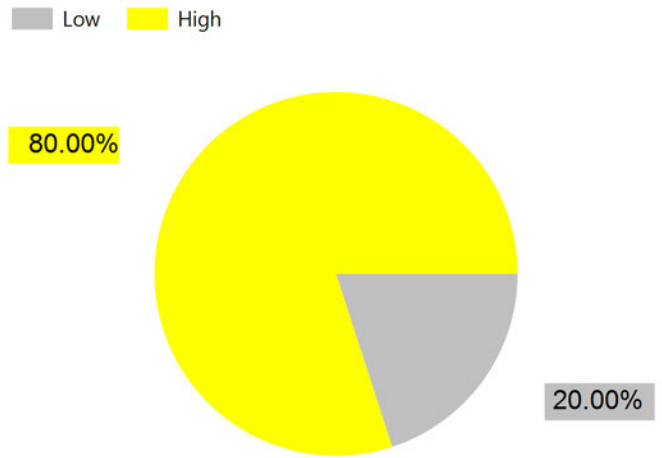
P.S. The Trust has a diverse and innovated training program for Trust members of our Workers' Compensation or Property & Liability insurance program. This program provides online (Kantola, Streamery, live webinars, YouTube) and live training on hundreds of subjects. Some of these courses provide the continuing education credits needed by Water/Wastewater and other employees to maintain their annual certification renewal. The online software system provides the training, administers an exam at the end of each module, maintains employee-training records, and prints out certificates of training for employees completing the class.

Report Summary

Findings By Severity



Findings By Severity



Date	Facility	Finding	Severity
March 17, 2026	Canyon Meadows Park	Entity owned structure was an attractive High nuisance, creating a hazard to children or others.	High
March 17, 2026	Canyon Meadows Park	Bridges that were constructed are in poor repair and not properly anchored. When walking on the grates the entire bridge shifts and wobbles.	High
March 17, 2026	Canyon Meadows Park	Object (cord, hose, tools, etc.) in walkway created a trip hazard.	High
March 17, 2026	Canyon Meadows Park	Wasp nests present	Low
March 17, 2026	Canyon Meadows Park	Projection longer than .75" had a diameter of less than 1.5" with no cap or end component of larger diameter to prevent eye socket and brain penetration.	High



Finding 3/17/2026 12:43:20 PM
Date March 17, 2026
Severity High
Facility Canyon Meadows Park
Completed Date

Condition

Entity owned structure was an attractive nuisance, creating a hazard to children or others.

Best Practice

Public areas should be free of attractive nuisances which present fall or other injury hazards.

Recommendation

Remove public nuisance. Fence in areas that are storing unused materials.

Additional Images for Finding: 3/17/2026 12:43:20 PM





Finding 3/17/2026 12:27:29 PM
Date March 17, 2026
Severity High
Facility Canyon Meadows Park
Completed Date

Condition

Object (cord, hose, tools, etc.) in walkway created a trip hazard.

Best Practice

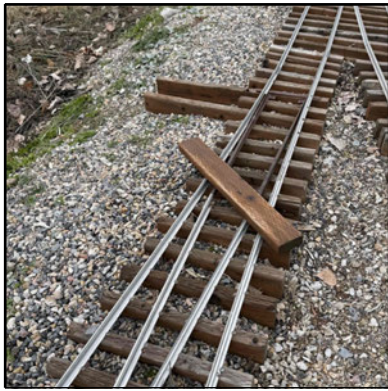
Walking surfaces in public and work areas shall be free of trip hazards. Trip hazards include vertical separations of 1/4 inch, holes and loose or foreign objects on the ground.

Recommendation

Remove objects from walkways. Provide adequate storage for materials to prevent recurrence

Additional Images for Finding: 3/17/2026 12:27:29 PM







Finding 3/17/2026 12:21:12 PM
Date March 17, 2026
Severity Low
Facility Canyon Meadows Park
Completed Date

Condition

Wasp nests present

Best Practice

Best practices focus on early detection, removal and/or structural modifications to deter future nesting.

Recommendation

Inspect structures at least 2x/month in the spring to knock down nests. Use a soap and water spray to eliminate the nests.



Finding 3/17/2026 12:19:58 PM
Date March 17, 2026
Severity High
Facility Canyon Meadows Park
Completed Date

Condition

Projection longer than .75" had a diameter of less than 1.5" with no cap or end component of larger diameter to prevent eye socket and brain penetration.

Best Practice

Projections deeper than .75" and less than 1.5" in diameter must have a protective component or design element to prevent penetration of eye socket and brain.

Recommendation

Repair or replace equipment. Install protective cap or cover over the protrusion.



Finding 3/17/2026 12:33:53 PM
Date March 17, 2026
Severity High
Facility Canyon Meadows Park
Completed Date

Condition

Bridges that were constructed are in poor repair and not properly anchored. When walking on the grates the entire bridge shifts and wobbles.

Best Practice

All areas of public access need to be free and clear from slip, trip and fall hazards.

Recommendation

Repair or replace the bridges so that they are secured. Consider not operating the train until the bridges are replaced or repaired to where they are solid and anchored.

Additional Images for Finding: 3/17/2026 12:33:53 PM



South Weber City

1600 East South Weber Drive South Weber, UT

colson@southwebercity.gov

Date: March 23, 2026

To: South Weber Model Railroad Club

Subject: Safety Assessment Suspension

South Weber Model Railroad Club Board and Members,

This letter serves as formal notice that, effective immediately, use of the train track in Canyon Meadows Park is suspended indefinitely until such time that all high severity safety findings in the attached Safety Assessment are remedied, inspected and found satisfactory. Upon approval by parks committee, SWMRRC activities may resume (e.g. public run days, member use of the track, and private events, etc.).

Please confirm receipt of this letter and provide a written response by 5:00pm on Tuesday, March 24, 2026, outlining your intended plan of action and timeline for compliance. If you have any questions or need clarification regarding this notice, please contact me or David Larson, City Manager 8

Best Regards,

Chay Olson

Parks Manager, South Weber City

Re: Notice of City Council Consideration – Train Club Agreement

From David J. Larson <dlarson@southwebercity.gov>

Date Tue 4/14/2026 3:50 PM

To

Cc Chay Olson <colson@southwebercity.gov>; Rod Westbroek <rwestbroek@southwebercity.gov>

Hi Pete/Parker,

Thank you for the update regarding your efforts to address the high-priority safety items. I understand that Chay has also spoken with Parker regarding these actions since your initial April 1 email.

This email serves as formal notice that the Parks Committee will be recommending that the City Council consider termination of the Train Club agreement and potential eviction from Canyon Meadows Park at the City Council meeting scheduled for April 28, 2026, pursuant to Section 6.2 of the agreement.

Please note that this is **not a notice of termination**. Rather, it is notice that the City Council will be considering whether to take such action. Based on the Committee's review, it is their position that sufficient progress has not been made—not only with respect to the high-priority safety items, but also in light of a broader history of performance that has not met the City's expectations—to continue the current agreement in its present form.

City Council Meeting Details

April 28, 2026

6:00 p.m.

1600 E South Weber Drive

The Club will be provided an opportunity to address the City Council prior to any final decision. Your attendance is strongly encouraged so that your perspective may be directly heard.

You may have questions regarding this process. At this time, all questions should be directed to the City Council during the April 28 meeting. City staff will not be engaging in further discussion on this matter prior to the meeting, as it is now before the Council for consideration.

Please reply to confirm receipt of this notice.

Thank you

David

David J. Larson

City Manager | South Weber City

o 801-479-3177 x2207 | f 801-479-0066

dlarson@southwebercity.com

