

RESOLUTION 26-27

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING AN AGREEMENT WITH THE SOUTH WEBER MODEL RAILROAD (SWMRR) CLUB

WHEREAS, in 2009 South Weber provided start up costs for tracks and the South Weber Model Railroad Club (SWMRR) has been operating in Canyon Meadows Park since that time; and

WHEREAS, the original agreement of March 2009 was updated in September 2023 attempting to clarify the duties of each party; and

WHEREAS, continuous struggles with unaddressed safety issues and unchecked weeds led to a hearing before the City Council on April 28th of this year to consider terminating the agreement; and

WHEREAS, a sixty-day extension was allowed for a final attempt at compliance and a new cooperative agreement outlining a way to move forward and meet the needs of both the club and the city;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Adoption: The Agreement Between South Weber City and the South Weber Model Railroad Club as attached in **Exhibit 1** is hereby adopted and supersedes all previous agreements between these parties..

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 14th day of July 2026.

Roll call vote is as follows:

Council Member Halverson	☒ FOR	☐ AGAINST
Council Member Petty	☒ FOR	☐ AGAINST
Council Member Dills	☒ FOR	☐ AGAINST
Council Member Davis	☒ FOR	☐ AGAINST
Council Member Winsor	☒ FOR	☐ AGAINST


Rod Westbrook, Mayor


Attest: Lisa Smith, Recorder



RES 26-27 Exhibit 1

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

This Agreement is made this 14th day of July, 2026, 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 City Council renamed the west side of Canyon Meadows Park to Petersen Farms Park in 2026; and

Whereas, the City Council may adopt additional Park Master Plan updates for Petersen Farms Park and Canyon Meadows Park from time to time; and

Whereas, the Parties entered into an Agreement in 2023 documenting their positions and obligations, and now they desire to supersede 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 Definitions

1.1 Club Funds: Funds received by the Club through donations; membership fees; Special Events proceeds; sale of equipment or merchandise; grants; or any other funding source.

1.2 Public Ride Days: Days on which the Club operates trains for free public rides at Canyon Meadows Park.

1.3 Railroad Facilities: Railroad Facilities include all equipment, buildings (excluding City-owned storage container), railroad yard areas, facilities, features, construction and maintenance materials, supplies, signs, signals, track, road base,

ballast, switches, and other items located within the areas shown in red on the attached map of Canyon Meadows Park (Appendix A).

1.4 Special Events: Events, other than Public Ride Days, in which the Club participates and for which it is eligible to receive donations, fees, or other compensation. Special Events may be held in the Railroad Facilities at Canyon Meadows Park or at any off-site location.

1.5 SWMRRC: Refers to the South Weber Model Railroad Club.

1.6 Track Area: The Track Area is considered the width of the roadbed on either side of the track but not less than two (2) feet from the outside rail or to the edge of the ballast, as well as the cinder block wall and areas inside the cinder block wall around the loading and unloading area.

2.0 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 all Railroad Facilities except as may be otherwise specified herein. The Club shall work closely with the City as it pertains to maintaining City standards within the park, addressing safety concerns, and creating a positive experience for visitors to the park.

3.0 Club Responsibilities

3.1 Construction and Maintenance

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

- a) Construction and maintenance of the Club-owned train cars;
- b) Construction and maintenance of the Club-owned locomotives;
- c) Construction and maintenance of all Railroad Facilities and the City-owned train yard storage container.

The Club shall build, install, and maintain the track facilities and features per national 1/8 scale standards.

Maintenance of the track facilities and features will not require City approval provided such maintenance or repair keeps the track within the existing Track Area.

- 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) Railyard maintenance, including but not limited to ballast coverage, fencing (excluding City-owned fencing), security of shed, storage of supplies and tracks, storage of road base and ballast, and signage.
- f) Install a minimum of three (3) track crossings no later than November 30, 2027, at mutually agreeable locations to be determined using the SWMRRC Project Request form described in section 3.2 of this agreement for the purpose of transporting pedestrians and maintenance equipment across the tracks.

3.2 Proposed Modifications

Any proposed changes to the Railroad Facilities as they exist on the date of execution of this Agreement, including additions, removals, and realignments, shall be submitted in writing by the Club to the City Manager via the “SWMRRC Project Request” form (Appendix B). The SWMRRC Project Request shall include drawings, when appropriate to the project. Such drawings shall be drawn to scale and shall be provided to the City in electronic form. These requests will be dated and kept on file at the City offices.

The City shall have thirty (30) days in which to provide a preliminary response to the Club as to whether the proposed modifications will be forwarded to the City Council for its consideration of approval, denied, or needs further clarification or changes.

Modifications made to the Railroad Facilities through the SWMRRC Project Request process shall not require an amendment to this Agreement unless deemed by either Party to be so significant that the purpose and scope of the Agreement must be changed.

No work, including demolition, can begin until the request has been approved by the City Council and the City has provided the Club with a written notice or permit of approval, and such approvals shall not be unreasonably withheld.

3.3 Equipment Safety

The Club shall inspect equipment monthly, complete a safety checklist (Appendix C) prior to any Public Ride Day, and provide a copy of all completed safety checklists to the City. 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 and orderly manner.

3.4 Signage

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)). SWMRRC Project Request form described in section 3.2 must be completed and approved for any permanent signs.

3.5 Ownership

The Club shall own and maintain the locomotives, train cars, tracks, signs, and fixtures. The Club may, at its discretion, accept locomotives and train cars on loan from other individuals or entities and the Club will ensure such equipment is maintained in the same manner as Club-owned equipment.

3.6 Operation

The Club shall operate its trains as set forth in the Club's adopted Safety and Operating Rules (see Appendix D) and in compliance with the Club's insurance carrier requirements. In the event of a discrepancy between the Club's insurance carrier requirements and the City's insurance carrier requirements, the Parties shall meet to reconcile the discrepancy in a manner that is mutually agreeable to both insurance carriers.

The track, trains, and equipment shall only be used by trained members of the Club in good standing. 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. Club members may use their personal equipment or Club equipment on the tracks.

Visitors may use the track and equipment if a member of the Club is on site. Visiting operators shall sign a release form (Appendix E) with the Club and abide by the Club's Safety and Operating Rules. 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.

3.6.1 Public Ride Days

Weather permitting, the Club shall operate Public Ride Days at least two (2) Saturdays of each month from April through October. The Club may offer Public Ride Days on additional days during the month at the Club's discretion. The Club agrees to provide at least one locomotive and riding cars on Public Ride Days.

3.6.2 Participation in Public City Events

The Club may also participate in public City events including Country Fair Days, the Easter Egg Hunt, and others. The City shall notify the Club of upcoming City events.

3.6.3 Hours of Operation

Hours of operation on Public Ride Days and during other events shall be determined by the Club.

3.6.4 Fees for Rides

On Public Ride Days during the hours of operation, rides for the public shall be free of charge without the obligation to pay a fee or donation, however the Club may accept donations.

On any additional days when rides are available to the public at Canyon Meadows Park, the Club may charge a fee.

The Club may establish a fee schedule for Special Events and such fees shall not require City approval.

3.6.5 Passenger Safety Rules

The public's participation in public rides shall be dependent upon full compliance with the Club's Passenger Safety Rules. The Passenger Safety Rules (Appendix F) may be amended by the Club or the City. Each entity will notify the other in writing of necessary changes, and each party shall have seven (7) days to review proposed changes. Changes to the Passenger Safety Rules must be accepted in writing by both Parties.

3.7 Member-Owned Equipment

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.

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.

3.8 Non-Discrimination

Participation in all Club-related activities shall be without regard to race, color, religion, gender, sexual orientation, national origin, age, marital status, familial status, disability, status as a veteran, or any other legally protected status.

3.9 Funding and Use of Club Funds

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

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.

Club Funds may be used for any costs associated with Club operations, including but not limited to constructing, maintaining, and operating Railroad Facilities and equipment; lease costs; administrative costs; promotional costs; and other costs consistent with 501(c)(3) operations. To the extent possible, donated labor will be used to construct, maintain and operate the Railroad Facilities, however the Club may, at its discretion, hire individuals or entities to construct, install, and/or maintain the Railroad Facilities, locomotives, train cars, and/or other items necessary for the continued operations of the train.

3.10 Audits

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 thirty (30) days of receipt of the audit report, unless the City approves in writing an extension of time.

The Club shall provide the City Manager a written acknowledgement of receipt and brief tentative plan to resolve the identified action items within fifteen (15) days of receipt of the audit report. The tentative plan shall also identify whether the action item can be fully resolved within thirty (30) days. If an action item cannot be fully resolved within thirty (30) days, the Club shall identify the reason for the delay and the anticipated date for resolution. The City shall not unreasonably withhold approval of the extension period. During the extension period, the City may require the Club to cease all ride activities (except necessary to resolve action items), including Public Ride Days.

Once all action items are complete, the Club shall provide the City with a resolution report reflecting the activities performed by the Club to resolve the action items.

If the Club fails to resolve the action items within the thirty (30) days including any extension, the City may issue the Club a Notice of Default (see section 11, Default, below).

3.11 Reporting

3.11.1 Planning

To assist in the planning process and coordination with City projects, the Club will present a tentative one (1) -year plan at the spring coordination meeting with the City. The tentative one (1) -year plan may also include the Club's tentative long-term plans for the Railroad Facilities and operations.

3.11.2 Club Schedule

The Club's President or designee shall submit to the City Manager, 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 Manager in writing.

3.11.3 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.

3.11.4 Incident or Accident Reporting

In the event of an incident or accident, the Club will provide a complete report to the City and to 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.

4.0 City Responsibilities

4.1.1 The City shall keep the grass and weeds controlled within Canyon Meadows Park, including Track Area and railyard.

4.1.2 If the City drives on or over, bends, crushes or otherwise impacts the track, the City will provide a written notification to the Club within twenty-four (24) hours. City may require the Club to remove or modify minimal track sections when necessary for park maintenance operations with 72 hours advance notice.

4.1.3 The City shall provide the Club with its availability for the semi-annual coordination and evaluation meetings, which will serve as the official notice for the meetings.

4.1.4 The City shall provide technical assistance to the Club as it pertains to maintaining City standards within the park, addressing safety concerns, and creating a positive experience for visitors to the park. However, responsibility to address safety items remain the Club's responsibility.

5.0 Coordination and Evaluation Meetings

The Club, City Manager, Mayor, Public Works Department representative, 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. Other meetings between the City and the Club may be scheduled throughout the year as may be necessary.

6.0 Term of Agreement

The term of this Agreement shall be until December 31, 2036, unless the Termination of Agreement below section is exercised.

7.0 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.

8.0 Indemnity Clause

8.1 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.

8.2 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.

8.3 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.

9.0 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.

10.0 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's Railroad Facilities within the park for reasons of health, safety, or necessary repairs.

11.0 Default

11.1 Notice of Default

If the Club neglects its responsibilities outlined in this Agreement or fails to perform or to respond to an audit report, the City shall issue the Club a Notice of

Default, specifying the unresolved issue(s) and the action the City intends to take to address the issue(s), up to and including termination of this Agreement.

11.2 Fine or Abatement

If the Club neglects its responsibilities outlined in this Agreement, the City reserves the right to take necessary actions to fine the Club 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. If the Club cannot fully remedy the neglect within fifteen (15) days, the Club may request the fine or abatement be deferred by submitting a written request, which will identify the reason for the delay and the anticipated date for resolution. The City shall not unreasonably withhold approval of the deferred fine or abatement.

If the City elects to remedy by abatement, the City shall assess the costs incurred for abatement, including labor, materials, and administrative expenses, to the Club.

12.0 Termination of Agreement

12.1 The City or the Club may terminate the Agreement in its entirety, at any time upon thirty (30) days written notice.

12.2 Upon total termination, the Club shall remove all Club-owned equipment and fixtures from Canyon Meadows Park within sixty (60) days from the termination date, following the official termination date.

12.3 If upon termination of this Agreement the Club elects to sell any or all of its track or structures, the Club shall grant the City the first right to purchase said track or structures. The City shall have up to thirty (30) days to provide the Club with written notification of its decision to purchase or not purchase the track or structures. If the City elects to not purchase the track or structures, the time for removal of the items shall be increased by the number of days that the City took to provide the Club with their decision.

13.0 Notice to Parties

All notices to be given by the Parties shall be in writing. Written notification may be made via email. In the event of a change in contact or address, the Club shall notify the City Manager in writing as soon as possible in advance of the change. Said notice shall become part of this Agreement upon acknowledgment in writing by the City, and no further amendment of the Agreement shall be necessary.

14.0 Conformity With Federal, State and Local Laws and Regulations

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, the City's insurance, and all legal requirements and obligations.

15.0 Changes to Agreement

This Agreement may be amended by mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized representatives of the Parties hereto.

16.0 Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17.0 Force Majeure

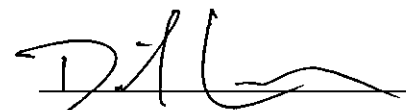
If either the City or the Club shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, weather, earth movement, lockout or labor trouble, unforeseen restrictive governmental laws, regulation, acts or omissions, or acts of war or terrorism which 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.

18.0 Entire Agreement

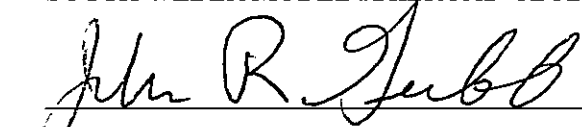
This Agreement, including all attachments, contains the entire understanding of the Parties in regard to Club's provision of the model railroad activities specified herein and supersedes all prior representations in regard to the same subject matter, whether written or oral.

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

*Agreement Between South Weber City and
The South Weber Model Railroad Club - 2026*

359 Attest:

360

361

362 City Recorder Lisa Smith

363



Appendix A— Canyon Meadows Park Map

LEGEND:

CLUB RESPONSIBILITY FOR SAFETY MAINTENANCE OF RAILROAD FACILITIES & TRACK AREA

Map Labels:

- FIRTH FARM RD
- PETERSON PKWY
- CANYON MEADOWS DR
- IRIS LN
- RED BARN RD
- 600 E

Map Features:

- Baseball field
- Tennis courts
- Playground
- Parking lots
- Residential houses

Map Orientation:

- North Arrow (top right)
- Initials: JA (top right)
- Date: DATE: 6-18-2026 (bottom right)

Page 10

LEGEND:

 CLUB RESPONSIBILITY FOR SAFETY MAINTENANCE OF RAILROAD FACILITIES & TRACK AREA

SHEET:
1
OF 1 SHEETS

BKJ DESIGNED	KCT DRAWN	BKJ CHECKED
SCALE:		
$\frac{24'' \times 36''}{H: 1'' = 50'}$	$\frac{11'' \times 17''}{H: 1'' = 100'}$	

						DATE
						TIME
						BY

CANYON MEADOWS PARK

TRAIN CLUB AGREEMENT

EXHIBIT A

JONES & ASSOCIATES
CONSULTING
ENGINEERS

6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com

801.479.3177
southwebercity.com

Link for electronic submission - [SWMRRC Project Request Form](#)

SWMRRC Project Request Form

Proposed Modifications contract language: Any proposed changes to the Railroad Facilities as they exist on the date of execution of this Agreement, including additions, removals, and realignments, shall be submitted in writing by the Club to the City Manager via the "SWMRRC Project Request" form (Appendix B). The SWMRRC Project Request shall include drawings, when appropriate to the project. Such drawings shall be drawn to scale and shall be provided to the City in electronic form. These requests will be dated and kept on file at the City offices.

The City shall have thirty (30) days in which to provide a preliminary response to the Club as to whether the proposed modifications will be forwarded to the City Council for its consideration of approval, denied, or needs further clarification or changes.

Modifications made to the Railroad Facilities through the SWMRRC Project Request process shall not require an amendment to this Agreement unless deemed by either Party to be so significant that the purpose and scope of the Agreement must be changed.

No work, including demolition, can begin until the request has been approved by the City Council and the City has provided the Club with a written notice or permit of approval, and such approvals shall not be unreasonably withheld.

required



1. Today's Date *

2. Name of Train Club Submitter *

3. Email of Submitter *

4. Cell Number of Submitter *

5. Proposed Modification Project Name *

6. Proposed Modification Project Detailed Description *

7. Will you be submitting any project files/drawings? If yes, please email files to the City Manager *

☐ Yes

☐ No

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.



Microsoft Forms

Appendix C–Safety Checklist

South Weber Model Railroad Club

Pre-Run Safety Checklist

Run Date: _____

***** Immediately notify the Station Master if any anomalies are identified *****

Safety Item	Detail any issues on reverse	Initials
-------------	------------------------------	----------

Facilities		
• Check for wasp nests in yard, on container, and on signals, and if any are found, spray and remove		
• Remove any unnecessary items from track or railyard that could be a tripping hazard or impalement concern		
• Ensure all signage is placed appropriately		

Track		
Inspect the entire track area:		
• Verify tracks and switches are free of obstructions, debris, and damage		
• Check for missing ties or tie plates, and loose rail joiners		
• Ensure track gauge is consistent to prevent wheel-climbing or spreading rails		
• Verify switches are set for the mainline, and that points close tightly		

Locomotives – For each locomotive to be used on a run day		
• Whistle or horn are in working order		
• Headlights are in working order (if running at night)		
• Gas tank is full		
• Oil is at appropriate level		
• Ensure that the locomotive runs forward and reverse		

Passenger Cars – For each passenger car to be used on a run day		
• Ensure car is balanced on tracks (trucks are stable)		
• Inspect car bodies for sharp hazards		

Train (once locomotive and cars are connected) – For each train to be used on a run day		
• Verify couplers and safety chains are securely connected between the locomotive, tender, and all passenger cars		
• Tail light is in working order (if running at night)		
• Run the locomotive and passenger cars around the entire track area (for each train that will be used)		
• Ensure the cars run correctly on the track		

Crossing Signals		
• Ensure signals are in proper working order (or that a crossing guard is stationed at the crossing during event)		

South Weber Model Railroad Club
Pre-Run Safety Checklist

Print Name	Initials
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Issues Identified (if any): *(circle all categories that apply to the issue)*

Facilities	Track	Locomotives	Passenger Cars	Train	Crossing Signals
------------	-------	-------------	----------------	-------	------------------

Details:

					Initials:
Facilities	Track	Locomotives	Passenger Cars	Train	Crossing Signals

Details:

					Initials:
Facilities	Track	Locomotives	Passenger Cars	Train	Crossing Signals

Details:

					Initials:
Facilities	Track	Locomotives	Passenger Cars	Train	Crossing Signals

Details:

					Initials:
--	--	--	--	--	-----------

Appendix D—Safety and Operating Rules

South Weber Model Railroad Club Safety and Operating Rules

PREFACE

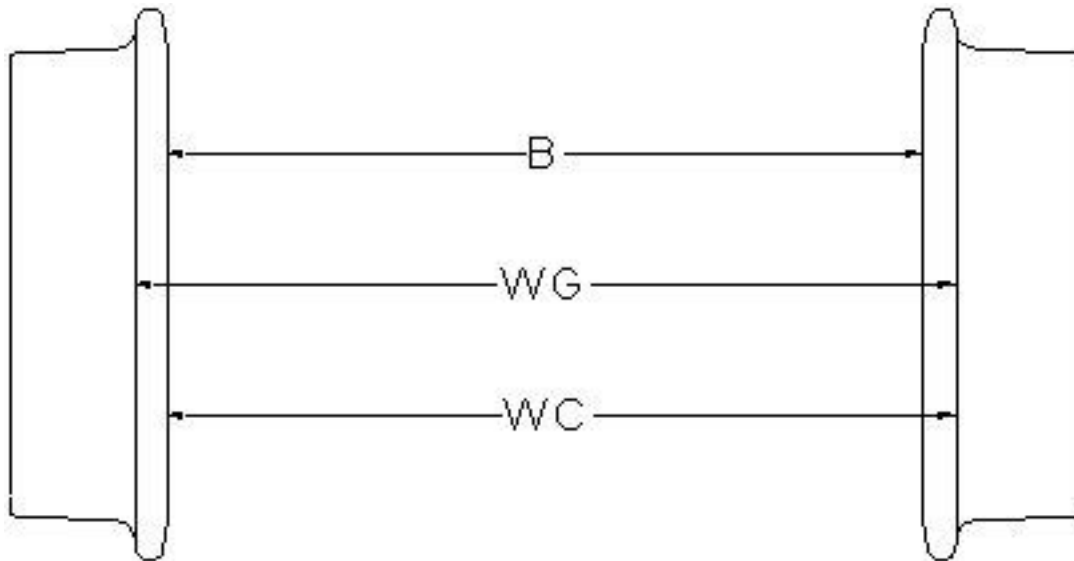
The purpose of these Rules is to ensure the safe enjoyment of South Weber Model Railroad Club (SWMRRC) facilities by all members, guests, and visitors. Failure to follow or enforce SWMRRC rules shall require immediate termination of operating privileges until the Board of Directors meets to determine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

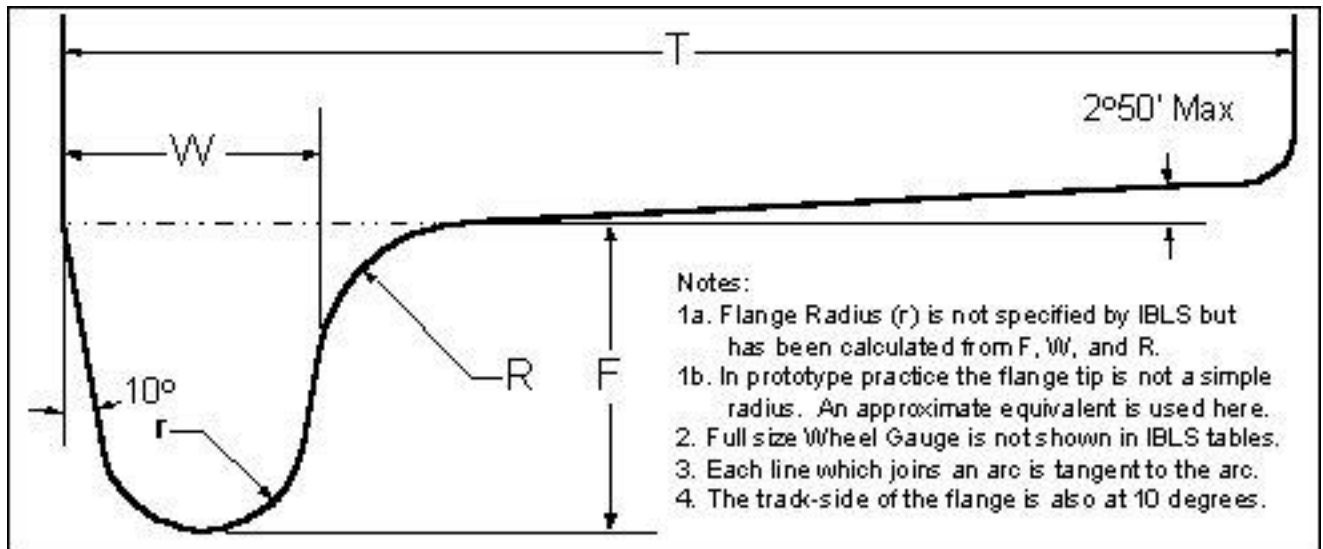
INDEX

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

Section 1.0 STANDARDS

IBLS Wheel Standards														
Scale	Measure	Track Gauge	Tire Width	Flange Width	Flange Depth	Contour Radius	Flange Radius	Back to Back	Wheel Gauge	Wheel Check				
Gauge		(TG)	(T)	(W)	(F)	(R)	(r)	(B)	(WG)	(WC)				
Full	Prototype	56.500	5.500	1.156	1.125	0.688	0.480	Note 1	53.380	55.690	Note 2	54.530		
¾"	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 %				
3½"	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 %				
4¾"	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				
1½"	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 %				
7¼"	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				
1½"	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 %				
7½"	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 %				





Section 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 SWMRRC facilities shall conform to SWMRRC 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 SWMRRC equipment they use is properly cared for and stored after use.
- 2.6 Members are liable for any damage to SWMRRC 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 SWMRRC 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 SWMRRC FACILITIES OR IN ANY CITY RECEPTACLES.
- 2.8 SWMRRC owned equipment shall not be removed from SWMRRC facilities without prior approval of the BoD or the President.
- 2.9 Steam boilers shall:
 - 2.9.1 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 SWMRRC.
 - 2.9.2 Have two safety valves set to operate within 5 psi of each other.
 - 2.9.3 Have the bottom of the water level gauge glass set at least ¼" above the top of the crown sheet.

- 2.9.4 Have the ability to immediately shut off the heat source.
- 2.9.5 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.
- 2.9.6 Incorporate an ash pan and an effective spark arrestor with a mesh of 3/16ths of an inch or smaller if burning solid fuel.
- 2.9.7 Shall carry some form of fire extinguisher easily accessible 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. |
| 3.2.5 >>o > | Approaching public crossing, tunnel, area of restricted visibility, or another train. |
| 3.2.6 ooooooooo | (multiple short blasts) Warning to people or animals on the track. General alarm. |
| 3.2.7 >>>>>>> | (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 ooooooooo | (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 effected 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 4.0 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 ensure 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 conductor's clear single with the same response using the train's 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 anywhere 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 ensure 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.

Updates 6/14/26:

- Document formatting
- Grammar updates

Appendix E – Visiting Operator Release Form

Hold Harmless and Indemnity



As consideration for being allowed to participate in the South Weber Model Railroad Club, I understand and acknowledge that by riding on and/or operating a scale train or other railroad track equipment I am at serious risk including the risk of serious injury or death. I, we, my/our heirs, executors and administrators, remise, release and forever discharge South Weber Model Railroad Club and all officers, directors, employees, agents and volunteers of the organization, acting officially or otherwise, and South Weber City from any and all claims, demands, actions or causes of action which in any way arise from my participation in the above noted event and further agree to hold harmless and indemnify the above for any and all claims which result from my participation. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs.

Dated: _____

Dated: _____

Signature

Signature

Print Name

Print Name

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____

Appendix F –Passenger Safety Rules

South Weber Model Railroad Club Passenger Safety Rules

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 are allowed on the SWMRRC trains and what passengers will be required to do while riding any SWMRRC trains.

1.0 NOTIFICATION

- 1.1 A sign with the passenger rules shall be placed in all loading areas.
- 1.2 The Passenger Safety Rules related to riding on the train shall be explained after the passengers are loaded on the train and before any movement of the train.

2.0 PASSENGER SAFETY RULES

- 2.1 All passengers shall remain seated, face forward, and not turn around at all times.
- 2.2 All passengers shall keep hands and feet inside the riding car at all times; feet must be kept on the footboards at all times and must not be dragged.
- 2.3 All passengers shall not lean out so as to tip the cars.
- 2.4 All passengers must not rock the cars; the cars are narrow and rocking can cause them to derail.
- 2.5 All passengers shall not grab at anything along the right of way.
- 2.6 All passengers shall obey the instructions from the engineer and/or the conductor.
- 2.7 All children under the age of 7 shall have an adult on the train to supervise the child.
- 2.8 All children must sit on a seat of their own; they may not sit on a lap.
- 2.9 No food is allowed on the train.
- 2.10 No smoking is allowed in the loading area or while on the train.
- 2.11 Drinks (e.g., water, juice, soda) are allowed on the train; no hot beverages are allowed on the train.
- 2.12 No alcoholic drinks are allowed.
- 2.13 No one under the influence of alcohol or an illegal substance is allowed to ride the train.
- 2.14 All riders on non-accessible public trains must be capable of walking to, boarding, and exiting riding cars under their own ability.
- 2.15 It is suggested that expectant mothers do not ride the train.
- 2.16 Individuals who do not comfortably and safely fit in or on riding cars shall not be carried as public passengers.
- 2.17 All passengers enter and ride these trains at their own risk.