

Attachment B  
Orange County Model Engineers  
Operating License Agreement



**CITY OF COSTA MESA**

CALIFORNIA 92628-1200

P. O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

September 14, 1988

Orange County Model Engineers  
Post Office Box 17561  
Irvine, CA 92713

Gentlemen:

Enclosed is your fully executed copy of the License Agreement between the City of Costa Mesa and the Orange County Model Engineers for the use of a portion of Fairview Park for the installation of a model railroad facility.

This Agreement was approved at the Council meeting of September 6, 1988.

Very truly yours,

EILEEN P. PHINNEY  
City Clerk

sr

cc: Leisure Services

Enclosures (2)

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of September, 1988,  
by and between the CITY OF COSTA MESA, a Municipal corporation, ("CITY")  
and ORANGE COUNTY MODEL ENGINEERS, an unincorporated association,  
("O.C.M.E.")

R E C I T A L S :

WHEREAS, O.C.M.E. desires to install, maintain, and operate a model  
railroad facility at Fairview Park in the City of Costa Mesa; and

Whereas, CITY and O.C.M.E. desire to set forth herein the conditions  
under which CITY will permit such facility;

NOW, THEREFORE, the parties agree as follows:

1. LICENSE

CITY hereby licenses the installation, maintenance, and operation  
of a model railroad facility on the premises of Fairview Park, a public  
park owned by CITY, by O.C.M.E., for a period of 25 years. This  
license shall include construction of facilities, track, tunnels,  
bridges, and other improvements as approved by CITY in the master plan  
and specific plan for development.

2. USE FEE

The CITY, grants O.C.M.E. this license to use a portion of Fairview  
Park site at no fee. CITY, shall receive in return a unique  
recreational facility.

3. INSTALLATION OF IMPROVEMENTS

- A. Prior to construction of any facilities O.C.M.E. shall provide a master  
plan of the facility to CITY. CITY shall have final right of approval  
of all improvements.
- B. Prior to construction O.C.M.E. shall provide to CITY, construction  
plans and specifications. The plans and specifications will require  
approval by both the Department of Leisure Services and the Building  
Safety Department prior to construction.
- C. O.C.M.E. shall provide short-term and long-term schedules for  
improvements - future or existing.

D. Improvements must be compatible with other park improvements - future and existing.

E. O.C.M.E. shall pay for and bear the cost of all improvements, including plan check fees and permits.

**4. OPERATION**

**A. Run Days**

O.C.M.E. shall provide the CITY a yearly schedule of anticipated run days no later than January 2 of each year. The schedule shall if necessary be updated monthly. The model railroad shall be made to run on those days scheduled. In the event of inclement weather or emergencies O.C.M.E. will be excused from running the railroad. The CITY has the option to approve or disapprove the submitted schedule. In the event of disapproval, O.C.M.E. shall submit a revised schedule that conforms to the CITY's requirements. CITY's approval shall not be unreasonably withheld. The run day schedules will be posted and protected at the park facility and made available for public viewing. O.C.M.E. is also required to provide the approved schedule in the form of a press release to local newspapers for their use.

**B. Hours of Operation**

O.C.M.E. shall submit, along with the run day schedule, a schedule indicating the actual hours of operation. O.C.M.E. shall adhere to the schedule. The CITY has the option to approve or disapprove the submitted schedule. In the event of disapproval, O.C.M.E. shall submit a revised schedule that conforms to the CITY's requirements. CITY's approval shall not be unreasonably withheld. O.C.M.E. shall post and protect the hours of operation at the facility and make them available for public viewing. O.C.M.E. shall include the hours of operation with the run day schedule in the press release referred to above.

**C. Fees**

O.C.M.E. is not allowed to collect fees from the public for riding on users trains or for use of the park or facilities. O.C.M.E. may collect unsolicited donations from the public in a manner acceptable to the City.

**D. Closure of Facility for Construction or Maintenance**

In the event the facility will be closed for construction or maintenance, O.C.M.E. shall submit a revised schedule to the CITY for approval. The revised schedule shall be posted and protected at the site and made available for public viewing. O.C.M.E. shall also provide press releases to local newspapers regarding the temporary closure of the facility.

**5. Operation Rules and Regulations**

- A. O.C.M.E. shall provide all club members and train operators a set of Rules and Regulations for Railroad Operations and Safety and also shall ensure that all rules and regulations are strictly enforced. (See attachment B).
- B. O.C.M.E. shall immediately notify CITY in writing of any accidents, vandalism, and any similar occurrences.
- C. O.C.M.E. shall provide the CITY monthly records of the number of passengers carried on each day of operation.

**6. GENERAL PUBLIC**

- A. No unlawful discrimination in any form shall be practiced.
- B. O.C.M.E. shall provide free rides on every scheduled run day.
- C. O.C.M.E. shall provide all necessary safety devices, regulations, and warning signs. All signage shall be approved by CITY prior to installation.
- D. O.C.M.E. shall supervise the public while using the facility. If park users are uncontrollable O.C.M.E. shall contact the Costa Mesa Police Department or the Park Ranger.
- E. O.C.M.E. shall post a notice stating that there is a maximum weight limitation of 225 pounds per person allowed to ride on members' trains.

**7. INSURANCE**

O.C.M.E. shall obtain and maintain for the duration of this Agreement, commercial general liability insurance with limits of not less than one million dollars combined single limit, per occurrence and aggregate. City of Costa Mesa shall be an additional named insured. The policy shall not be cancelled without first providing CITY 30-day written notice. O.C.M.E. shall provide proof of insurance to CITY in a form acceptable to the City Attorney's Office before beginning any installation or construction pursuant to this Agreement, and shall provide a new certificate for each policy period showing the required insurance in force.

8. **MAINTENANCE OF AREA**

- A. O.C.M.E. shall maintain a clean and safe area.
- B. CITY shall provide landscape maintenance.
- C. O.C.M.E. shall not store toxic, explosive, or flammable materials on the site.
- D. O.C.M.E. shall keep all facilities in good repair. If facilities are neglected, CITY may repair and back-charge O.C.M.E. CITY may terminate this agreement with 60 days notice if, in the CITY's opinion, O.C.M.E. fails to keep facilities in good repair.

9. **SALE OF GOODS OR FOOD**

- A. O.C.M.E. may sell food and drink (non-alcoholic) with prior written approval of CITY. No alcoholic beverages are allowed in the park or at the O.C.M.E. facility.
- B. O.C.M.E. shall obtain all necessary permits prior to selling food or drink.

10. **SIGNAGE OR ADVERTISEMENT**

No signs or advertisement shall be posted or erected without prior written approval of CITY.

11. **UTILITIES**

- A. CITY shall provide water and power to the site.
- B. CITY shall pay water and power bills.
- C. CITY shall provide trash pickup at trash cans.
- D. O.C.M.E. shall provide general litter pickup.
- E. CITY shall provide for telephone installation, and O.C.M.E. shall pay and be responsible for the monthly bills.

12. **CONDITION OF PREMISES**

- A. O.C.M.E. accepts site "As Is".
- B. City will provide rough grading for installation of track.

13. **QUALITY**

- A. O.C.M.E. shall maintain a high standard of service comparable to other facilities, i.e. Chula Vista, Riverside, Griffith Park, etc. The CITY shall be the ultimate judge of quality of service being provided by O.C.M.E.

14. **PARK INSPECTION**

CITY reserves the right to inspect the premises as it deems necessary.

15. **ASSIGNMENTS PROHIBITED**

O.C.M.E. shall make no assignment of any rights granted herein without prior written approval of the Director of Leisure Services or his designee.

16. **RELOCATION**

In the event that the track or other facilities require relocation to facilitate construction of CITY facilities, O.C.M.E. shall bear the cost of relocation. CITY shall make every effort to design around existing improvements. The CITY is not obligated to provide relocation assistance but may do so at its option.

17. **TERMINATION; REMOVAL OF MATERIALS AND EQUIPMENT**

Either party may terminate this agreement upon 90-days written notice to the other, either by certified mail or by personal delivery. Upon such termination or upon expiration of this agreement according to its terms, O.C.M.E. shall remove all its materials and equipment within 60-days. Any materials or equipment remaining on the site after that 60-day period shall be considered abandoned and may be removed and disposed of by CITY at its sole discretion.

DATED on the day and year first above written.

*[Handwritten Signature]*

Mayor of the City of Costa Mesa

ATTEST:

*[Handwritten Signature]*  
City Clerk of the City of Costa Mesa

ORANGE COUNTY MODEL ENGINEERS

*[Handwritten Signature]*  
Ben Viola

TITLE: *[Handwritten Title]*

APPROVED AS TO FORM:

*[Handwritten Signature]*  
Christiaan Anten

TITLE: *[Handwritten Title]*

*[Handwritten Signature]*  
City Attorney of the City of Costa Mesa

ATTACHMENT B



ORANGE COUNTY MODEL ENGINEERS, INC.

Post Office Box 17561, Irvine, California 92713

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Rules and Regulations  
for  
Railroad Operations and Safety

Effective May 24, 1986

## GENERAL NOTICE

Safety is the first and most important Rule!

It is the duty and responsibility of each member of O.C.M.E. to abide by and enforce these rules as follows: Any person participating in any event whatsoever at the Corporate facility shall be considered as acting with full cognizance of the applicable portions of the By-Laws, Railroad Operation and Safety Rules, and Special Instructions of the Corporation, and therefore shall be bound to abide by them.

The specific enforcement of these rules is the responsibility of the Trainmaster and the Board of Directors. Any person may be removed from a train or from the facility; or the use of any equipment within the facility may be restricted, if necessary to enforce these rules.

Civil, gentlemanly conduct is required of all members in their interaction with the public, and each other. Boisterous, profane, or vulgar language is forbidden. Courtesy and attention to park visitors is demanded. Members must not enter into altercations with any person, no matter what provocation may be given, but will make note of the facts and report to the Trackmaster or Board of Directors.

Copies of these rules shall be made available to visiting engineers and trainmen.

## DEFINITIONS

**Engine** - A unit propelled by any form of energy, or a combination of such units, used in train or yard service.

**Train** - An engine, or more than one engine, coupled with or without cars, displaying markers.

**Regular Train** - A train authorized by the Run-Day Schedule. The engineer gives permission to O.C.M.E. to allow public passengers riding.

**Extra Train** - A train not authorized by the Run-Day Schedule. It may be designated as:

Extra - For any train, unless authorized by the Run-Day Schedule, or:

Work Extra - For work train service.

**Run-Day Schedule** - The authority for the movement of Regular trains subject to the rules. It prescribes class, direction, hours of operation for Regular or Extra trains.

**Station** - A place designated on the Run-Day Schedule by name, at which a train may stop for traffic; or to enter or leave the main track; or a siding.

**Siding** - A track auxiliary to the main track for meeting or passing trains.

**Yard** - A system of tracks within defined limits provided for the making up of trains, storing of cars and other purposes, over which movements not authorized by Run-Day Schedule, may be made, subject to prescribed signals and rules, or special instructions.

**Service Area** - A system of tracks, connected by turntable/transfer table, within defined limits provided for servicing, steam-up, blow-down, or maintenance of engines. Access to water, air, and electricity are provided.

**Regular Train Crew** - An engineer and a Conductor/Trainman, equipped with a whistle, red flag for day operations or red lantern for nite operations.

## OPERATING RULES

Orange County Model Engineers, Inc. operates the Orange County Railroad as an Educational Display, on a leisure-time basis. No Public Passenger Riding of Any Train is Mandatory.

## GENERAL

1. All train movements shall be under the supervision of the Trainmaster, assisted by the Stationmaster and Yardmaster.
2. The Run-Day Schedule will be posted by the Trainmaster in the station(s) during normal operating hours.
3. Engineers will inform the Trainmaster if they are operating a Regular Train, an Extra or Work Extra Train.
4. Regular Trains will load and unload passengers in designated station areas only. The Stationmaster will have complete charge of the Station. He may appoint any qualified assistants needed. All passenger loading and unloading, and the arrival and departure of trains, will be under his supervision.
5. Public passengers shall be carried only on approved 7 $\frac{1}{2}$ " gauge cars. Guests may ride, at the engineers invitation, on 4  $\frac{3}{4}$ " gauge cars.

25. steam engines as to illuminate both the water glass and steam pressure gauge. Other engines shall be so lighted to permit viewing motor and braking controls.

26. Engineers and trainmen are equally responsible for the proper alignment of switches. All mainline switches must be returned to normal position as soon as the train has cleared the fouled point. Normal position is for through mainline traffic. All mainline switches, and those required by rule and special instruction, to be locked must be left in that condition.

#### HAND AND ENGINE WHISTLE SIGNALS

27. Trainmen should use hand signals whenever practical. Several trainmen in the same area using whistles can easily be mistaken for one another. The use of hand signals makes it necessary for the engineer to see the signal intended for him, eliminating the possibility of error and mistaking another trainman's whistle for that of his own trainman.

28. Hand signals may be given with the hand, flag, or light, as follows:

- a. "Stop" Swung arm's length down from the shoulders across the track; any object waved violently on or near the track.
- b. "Proceed" Raised and lowered vertically.
- c. "Back Up" Swung vertically in circles across the track.
- d. "Reduce Speed" Arms held horizontally with a slight motion of the hands.

29. Engine whistle signals shall be used by the engineer whenever practical to give, ask for, or acknowledge information about his train movement. When double heading, the lead engine will give the whistle signals when possible. The whistle shall not be used unnecessarily.

30. Engine whistle signals: (0 indicates a short blast; -- indicates a long blast)

- a. 0 Apply brakes; stop.
- b. 00 Answer for any signal not otherwise provided for.
- c. 000 When standing, back up; answer to 28c. When running, answer to 33d.
- d. 0000 Call for signals.

- 30. e. -- Release brakes; proceed.
- f. --- Flagman return to train.
- g. -000 Flagman protect rear of train.
- h. -00 Call attention to green classification.
- i. --0- Approaching a public crossing, area of restricted visibility, or a train on adjacent track.
- j. --- Approaching a station or railroad crossing.
- k. 0000 Warning to people or animals on track; general warning.

31. Communication signals are used by trainmen when necessary to convey a message to the engineer while the train is running. Communication signals are blown on the trainman's whistle, loud enough for the engineer to hear above the noise of the engine.

32. Communication signals given by the trainman:

- a. 00 When standing, proceed.
- b. 00 When running, stop.
- c. 000 When standing, back up.
- d. 000 When running, stop at next station.
- d. 0000 When running, reduce speed.

33. Color signals, lights or flags:

- a. Red Stop.
- b. Yellow Proceed with caution, prepare to stop at the next signal.
- c. Green Proceed.
- d. Blue Equipment must not be coupled to, nor moved. A blue signal shall never be removed by anyone except the person who put it there.
- e. White On the head end of an engine indicates that the train is running extra on train orders rather than by timetables.

#### PERSONNEL

34. The Board of Directors shall determine the qualifications of operating personnel.

35. Trainmaster:

Responsible to the Board of Directors, the Trainmaster is the senior authority on all train movements and facility operations. He may appoint assistants to perform functions required to assure safety and proper operations. He must be familiar with and enforce all rules and regulations of D.C.M.E. He has the authority to suspend or remove violators.

## OPERATIONS

56. Train Operating Speeds:
- a. Regular Train (passenger service) 5 mph
  - b. Regular Train, (no passengers), Extra, Work Extra 8 mph
  - c. Switching, restricted areas 3 mph
57. Train Length:
- a. Regular Train with brakes 10 cars
  - b. Regular Train without brakes 6 cars
  - c. Extra, Work Extra Determined by the ability of the engine to stop the train.
- (length determined without regard to the tail end car)

58. Derailments:  
Passengers are to exit the train, under the direction of the train crew and stand-by until the train is operational.  
The train crew (engineer and conductor/trainman) will rerail the equipment; inspect the track; resume operations ONLY after receiving permission to do so from the Trainmaster.

59. All engines operated during periods of low visibility or after sunset shall be equipped with a working headlight that may clearly be seen at a distance of at least one hundred fifty feet, and sufficient lighting in the engine cab or control area to read the gauges and see the controls clearly.

60. All trains operating during periods of low visibility or after sunset shall be equipped with a marker light, or lights, on the rear of the last car showing a red light to the rear and visible for at least one hundred fifty feet.

61. All engines shall be equipped with a whistle, horn, or sounding device for sounding engine whistle signals. Such sounding device shall be powerful enough to be heard distinctly for at least one hundred fifty feet.

## EQUIPMENT

62. All dimensions (gauge, back-to-back, tread width, flange depth and thickness) must conform to I.B.L.S. standards to operate on D.C.M.E. facility. (see appendix)

63. Dummy or solid couplers shall be constructed so they will operate with standard working knuckle couplers. Coupler height shall conform to I.B.L.S. standards.

64. Couplers or drawbars between the engine and engineers riding car, or between engine and fuel car, or between any combination of engine, riding car and fuel car, shall be of a drawbar-with-lockpin type, or equivalent, that cannot become accidentally uncoupled, nor disconnect any fuel lines in case of derailment. In addition at least one safety chain will be attached, should the normal coupling fail.

65. All engines or engineers riding car shall have a braking device that can be activated easily and quickly by the engineer. Such braking device shall have the power to slow and stop the entire train within a reasonable distance, depending on the weight and speed of the train.

66. All equipment shall be built to clear all trackside clearances. Any equipment on which the engineer, trainman, or passengers ride with the feet outside the equipment shall have footboards or bars to hold the feet of all riders in a position to clear all trackside objects, such as switch stands, signals, mileposts, etc.

67. All equipment shall have couplers on both ends.

68. Cars:

a. Car and truck bolsters shall be constructed to provide three or four point suspension for the car body. Side-bearing clearance shall allow the trucks to swivel freely, and provide stability for the car body with maximum load shifting. Kingpins for unequalized trucks shall be loose enough to allow equalizing with respect to the car body. The trucks should be flexible enough to meet the quarter inch rule, ie, when a 1/4" piece of material is placed under the tread of one wheel of an unloaded car, the other three will remain in contact with the rails.

b. Cars used for Regular Trains that do not have built-in seats shall not have improvised seating (boxes, boards, etc.)

c. Cars used for Regular Trains longer than six cars shall be equipped with a vacuum type brake operated from the engine by the engineer.

69. Engines:

a. Engines used for Regular Trains longer than six cars shall be fitted with controls operate vacuum type automatic train brakes.

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
2-1-88

**PRODUCER**  
E.S.P. ADMINISTRATORS  
127 West 10th Street  
Suite 922  
Kansas City, Missouri 64105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** EAST RIVER INSURANCE COMPANY LTD. (BERMUDA)
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**  
Orange County Model Engineers, Inc.  
P.O. Box 17561, Irvine, CA 92713  
Mini-Rail, c/o Seymour F. Johnson  
3030 Vista Linda, Santa Barbara, CA 93108  
Master Policy held by Mr. Johnson

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS																						
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <small>LEASES MADE</small> <input type="checkbox"/> <small>EXCLUSIONS</small> <input type="checkbox"/> <small>OTHER'S &amp; CONTRACTORS PROJECTS</small> <input checked="" type="checkbox"/> <u>Retro Date 2-1-87</u> <input checked="" type="checkbox"/> <u>\$2,500 Occurrence Deductible</u>	EXRR 000 064 Certificate #17	2-1-88	2-1-89	<table style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS COMPLETED AGGREGATE</td><td style="text-align: right;">\$1,000</td></tr> <tr><td>PERSONAL &amp; ADVERTISING INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000</td></tr> <tr><td>FIRE DAMAGE (BY THE FIRE)</td><td style="text-align: right;">\$</td></tr> <tr><td>MEDICAL EXPENSE (BY ONE PERSON)</td><td style="text-align: right;">\$NONE</td></tr> <tr><td>LIABILITY INJURY (PER PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (PER ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>FAMILY GARRAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$	PRODUCTS COMPLETED AGGREGATE	\$1,000	PERSONAL & ADVERTISING INJURY	\$	EACH OCCURRENCE	\$1,000	FIRE DAMAGE (BY THE FIRE)	\$	MEDICAL EXPENSE (BY ONE PERSON)	\$NONE	LIABILITY INJURY (PER PERSON)	\$	BODILY INJURY (PER ACCIDENT)	\$	FAMILY GARRAGE	\$	EACH OCCURRENCE	\$	AGGREGATE	\$
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	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>																										

**DESCRIPTION**  
Miniature Railroad Certificate Holder is an additional Named Insured if a member of Mini-Rail. It is hereby understood and agreed that each individual insured member in lieu of receipt or possession of an individual insurance policy accepts a certificate.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**  
It is hereby understood and agreed that the coverage afforded by the insurance policy for cars on railroad tracks excluding all other exposures. Any passenger unit transported in a consist other than a sole passenger consist on railroad tracks is hereby excluded from coverage.

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Gene R. Shoras*



# CERTIFICATE OF INSURANCE

AMENDED

ISSUE DATE (MM/DD/YY)  
8-2-88

PRODUCER:

E.S.P. ADMINISTRATORS  
127 West 10th Street  
Suite 922  
Kansas City, Missouri 64105

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COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** EAST RIVER INSURANCE COMPANY LTD.
- COMPANY LETTER **B** *Page 1 of 2*
- COMPANY LETTER **C** *PROVED AS TO CO.*
- COMPANY LETTER **D** *BY: Eleanor M. Fry*
- COMPANY LETTER **E** CITY ATTORNEY'S OFFICE

INSURED:

Orange County Model Engineers, Inc.  
P.O. Box 17561, Irvine, CA 92713  
Mini-Rail, c/o Seymour F. Johnson  
3030 Vista Linda, Santa Barbara, CA 93108  
Master policy held by Mr. Johnson

COVERAGES:

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
X X	GENERAL LIABILITY	EXRR 000 064 Certificate #17	2-1-88	2-1-89	GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMPO/OPS AGGREGATE	\$ 1,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$
	<input checked="" type="checkbox"/> RETRO DATE 2-1-87				EACH OCCURRENCE	\$ 1,000
	<input checked="" type="checkbox"/> \$2,500. Occurrence Deductible				FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ NONE
	AUTOMOBILE LIABILITY				CSL	\$
	ANY AUTO				BODILY INJURY (PER PERSON)	\$
	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	GARAGE LIABILITY					\$
	EXCESS LIABILITY					\$
	OTHER THAN UMBRELLA FORM					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	\$
						\$
						\$

DESCRIPTION

This insurance applies solely to liability of the additional insured named below for damages for which an "insured" as defined in the policy is liable. This insurance does not apply with respect to any other liability of the additional insured. The inclusion of this

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

additional insured shall not serve to increase the Company's limits of liability. This insurance applies solely as excess over and above any other insurance, self insurance plan, loss program device, loss payment agreement or any similar arrangement available to the additional insured as it pertains to the business of the Named Insured.

CERTIFICATE HOLDER

City of Costa Mesa  
Department of Leisure Services  
Parks and Parkways Division  
Are Additional Insureds.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY REGISTERED MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*Helen R. Shoras*

page 2 of 2

**E.S.P. ADMINISTRATORS**

Gene R. Shores  
Administrator

Patrick C. Quirk  
Coordinator

800-223-8098  
(WATTS)

816-842-4040  
(in Missouri)

816-842-4041  
(Telecopy)

August 11, 1988

Mr. Dave Alkema  
City of Costa Mesa  
Department of Leisure Services  
P.O. Box 1200  
Costa Mesa, California 92628-1200

RE: O C M E

Dear Dave,

Hopefully this will be the last correspondence on this well massaged insured subject.

The last sentence under "Description" on Certificate #17 is removed. Place this letter in your file as a warranted part and provision of the Certificate. Then this "bare" entity would be called upon only if the insurance limit was exhausted.

Sincerely,

*Gene R. Shores*

Gene R. Shores

GS/msg

APPROVED AS TO FC.  
BY: *Eleanor M. Tracy*  
CITY ATTORNEY'S OFFICE  
CITY OF COSTA MESA