

060099

To: Transportation and Safety Committee

From: Wesley B. Anderson

Date: May 26, 2006

Subject: Request to install hedge rose bushes at end of Ahrens Road Cul-De-Sac

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The neighborhood resident group formed as a result of railroad safety issues has requested permission from both Union Pacific and the Village to install a rose hedge at the end of the Ahrens Street Cul-De-Sac. Their plan (attachment 1) would install a rose hedge "fence" at the end of the Cul-De-Sac as a barrier to prevent pedestrians from crossing the railroad tracks.

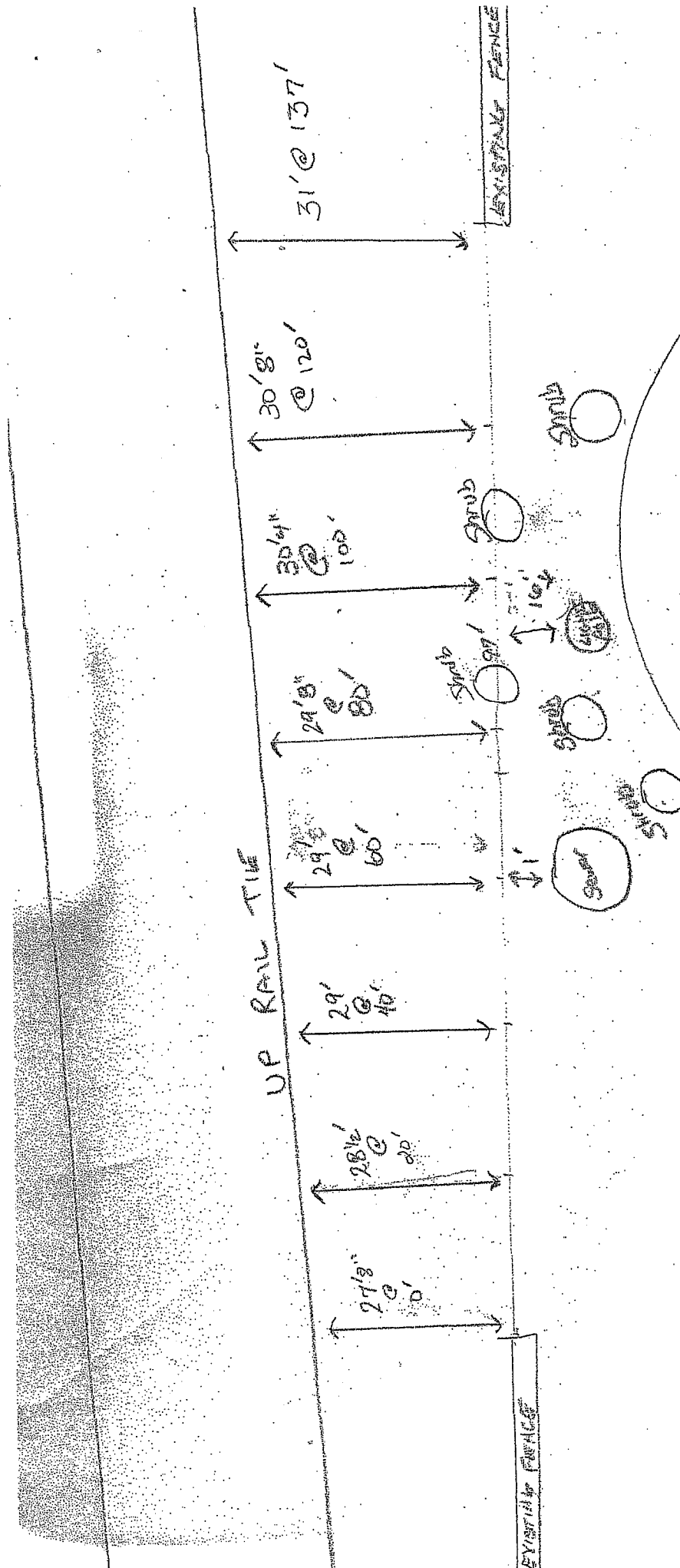
Union Pacific has approved their request. Union Pacific's approval is subject to the specifications stated in the Village's beautification agreement with Union Pacific (attachment 2) and our approval. The agreement places responsibility for maintenance of the hedges on the Village. Union Pacific has agreed to provide a flagger at no cost if one is required. The Resident Group will purchase the bushes and provide the labor to plant the bushes.

Hedge roses when full grown will be from 4 to 6 feet tall and 4 to 6 feet wide. Therefore roses planted on 6 foot center will create the barrier when they are full grown. Five gallon rose plants cost around \$16 each wholesale. Bare root roses are available at 10 for \$54 plus shipping. The roses will have to grow to fill in the gaps and create the fences. Public Works believes it will have to pay prevailing wages to plant the bushes if contract labor is used.

The Resident Group is in the process of forming a nonprofit corporation to accept and hold the donations that are received.

The Resident Group to date has collected \$2,200 to use in improving safety around the railroad tracks and has been promised an additional \$5,000 by a single donor.

I recommend that the Committee concur with the request and forward the recommendation to the board if the Resident Group agrees to watering the hedge until it becomes established and replacing dead plants for the next two years.



226 N.  
 AHERNS  
 Lombard Ill.

231 N.  
 AHERNS  
 Lombard Ill.

Due to existing sewer and underground power for light pole proposed shrubs can be safely planted 4' north further onto RAIL ROAD property

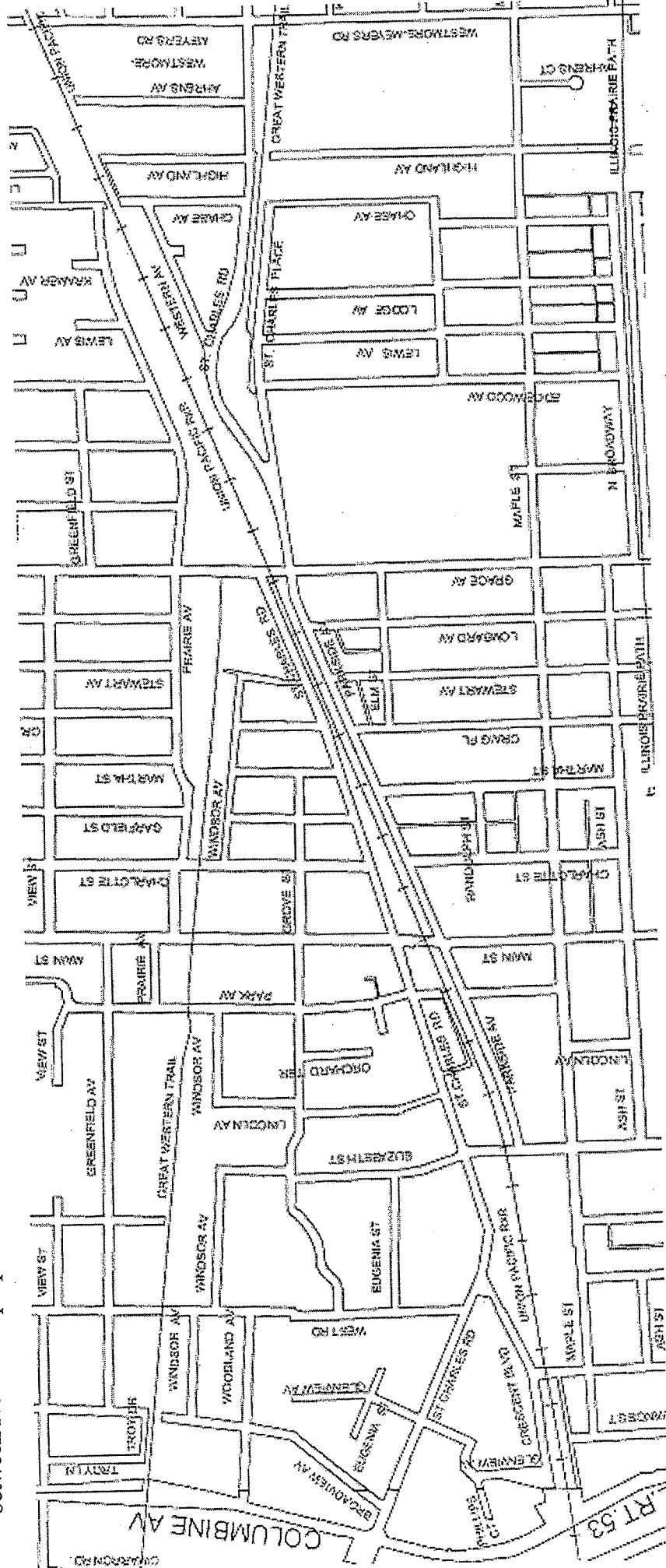
NEW Shrubs can be planted 2' FROM EXISTING FENCES and spaced 4' to 5' APART. IN THE EVENT WE HAD TO PUSH 4' ONTO RAIL PROPERTY 2 extra bushes will be required at each END. 35 plants @ 4 centers, 28 plants @ 5 center

John Davis  
 680-2607-4947



N, Chase, Highland, Ahrens and Westmore Avenues all dead-end at the Railroad tracks. There are no other North/South Streets in Lombard that dead-end at the Union Pacific Railroad tracks.

Parkside, Glen Oak Road, Crescent, Western Ave, and St. Charles Road are all East/West Streets that run along the tracks creating a buffer between residential properties and the railway.



**RAILROAD RIGHT-OF-WAY  
LANDSCAPE BEAUTIFICATION LEASE**

UNION PACIFIC RAILROAD COMPANY (hereinafter called "Company") hereby leases to the VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS (hereinafter called "Lessee") to use for planting, pruning and otherwise maintaining landscaping ("Landscape Beautification") the entire Union Pacific right-of-way in Lombard, Illinois (the "Premises"), subject to the express terms and conditions of this Lease, the Specifications (the "Specifications") attached hereto as Exhibit A and hereby made a part hereof. This Lease (the "Lease") shall become effective October 7, 1999 and shall run for a period of one year and thereafter unless terminated as hereinafter provided.

Lessee agrees to pay Company as rent for the Premises the sum of TEN AND NO/100 DOLLARS (\$10.00) per year payable annually in advance. Nothing herein shall limit or modify the terms and conditions of any other agreement between Company and Lessee for use of Company's right-of-way or any portion of the Premises for other than Landscape Beautification.

This Lease is given upon the following express terms and conditions herein, including the Specifications, and should the Lessee at any time violate any of said terms or conditions, or use or attempt to use the Premises for any other or different purpose than that stated herein, then the Company may, at its option, immediately terminate this Lease.

As a material consideration for entering into this Lease and without which Company would not enter into same, Lessee covenants and agrees to indemnify, save harmless and protect the Company and the Commuter Rail Division of the Regional Railway Authority ("Metra") from and against any and all loss, damage, injury, claim, demand, fine, lawsuit, judgment and/or liability, and any and all costs, expenses and legal fees in connection therewith by reason of injuries to or death of persons and/or loss of or damage to property and/or violation of any law, ordinance or regulation ("Claim") to the extent such Claim arises out of or is connected with Lessee's Landscape Beautification of the Premises or any act or omission of (i) Lessee, its officers, employees, contractors, or agents, and/or (ii) and other person(s) performing any work or service for or on behalf of the Lessee on or about said Premises or arising out of their presence on said Premises. Notwithstanding the foregoing, the Lessee shall not be obligated to indemnify and hold harmless Company and Metra for personal injury, death and/or property damage to the extent arising out of the acts or omissions of Company, Metra or the officers, employees, agents or contractors of either Company or Metra.

Company reserves the right to use, occupy and enjoy the Premises and its tracks, property and right-of-way, for such purpose, in such manner, and at such time as it shall desire, the same as if this instrument had not been executed by it, including the right to lease or license any of the Premises for commercial or industrial purposes without any prior notification to Lessee.

Lessee accepts the Premises subject to the rights of any party, including Company, in and to any existing roadway, easements, permits or licenses. Lessee further accepts the Premises subject to rights of any party, including Company, in and to any existing telephone, telegraph, or other wires, and poles and facilities of any kind whatsoever, whether or not of record.

Company reserves the right to maintain or relocate its existing facilities, or to construct and thereafter maintain new facilities, in the vicinity of the Premises with no liability for damages to Lessee's interests or Premises resulting from such beautification activities.

Lessee recognizes and assumes all responsibility for all present and future environmental liability or responsibility imposed under applicable environmental laws, regulations or any other similar requirements relating to any contamination of the Premises or groundwater thereunder or discharge or release to adjacent property arising from or in any respect aggravated or altered by any operations or activities by, or any equipment or facilities used by or permitted on the Premises by Lessee in performance of Landscape Beautification (the foregoing hereinafter referred to as "Lessee Landscape Beautification Operations"). Lessee, therefore, agrees to indemnify and hold harmless Company, its officers, agents, and employees from any and all liability, fines penalties, claims, demands, loss or lawsuits brought by any third party or governmental agency under any theory of law against Company seeking to hold Company liable for any investigation, response or cleanup costs, penalties or damages, whether personal property or environmental, for any contamination of any property or groundwater thereunder or discharge or release to adjacent property arising out of or in any respect aggravated or altered by Lessee Landscape Beautification Operations. Lessee agrees that the above indemnity extends to any liability resulting from or arising out of Lessee's implementation of any investigation, response or cleanup plan approved by the United States Environmental Protection Agency or companion state agency. Lessee further agrees to undertake at its own expense any investigation, response or cleanup of any contamination of the Premises and groundwater thereunder arising from or in any respect aggravated or altered by any Lessee Landscape Beautification Operation and to promptly notify Company of any event, notice, claim, demand or litigation which involves or alleges contamination of the Premises, the groundwater thereunder or a discharge or release therefrom to adjacent property. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of this paragraph, and Lessee further agrees that it will not raise or plead a statute of limitations defense against Company in any action arising out of Lessee's failure to comply with this paragraph.

Company, its agents, employees and authorized contractors shall have the right to enter the Premises or any part thereof, at all reasonable hours, for the purpose of inspecting the Premises to determine if Lessee is complying with all terms and conditions of this Lease and/or to determine through inspection and/or testing if any hazardous condition, pollution or contamination is present or

threatened. Lessee agrees to cooperate with Company in any such inspection and to provide at Company's request any and all permits, reports, or records of any kind, relating to any materials used, stored, treated or disposed of on the Premises.

Either party hereto shall have the right at any time to cancel this Lease by giving ten (10) days' notice in writing. At the expiration for the time limited by said notice, the Lessee shall promptly, and in the manner directed by Company, restore the Premises to the condition it was in prior to the leasing of same. Upon default of the Lessee to do so, the Company may accomplish the same and so restore the Premises, and the Lessee will promptly pay to the Company for the cost and expense of such restoration. In addition, at termination Lessee shall provide evidence, reasonably satisfactory to Company, that the condition of the Premises and all improvements thereon attributable to the acts and/or omissions of Lessee during the term of this Lease comply with all applicable laws, regulations and standards.

IN WITNESS WHEREOF, the parties have executed these presents on October 7, 1999.

UNION PACIFIC RAILROAD COMPANY

By: J. L. Nardel

Title: SR MGR - REAL ESTATE

(Municipal Seal)

VILLAGE OF LOMBARD

By: [Signature]

Title: Village President

Municipal Clerk

By: Lorraine D. [Signature]

Title: Village Clerk

Resolution/Ordinance number

Resolution 37-00

SPECIFICATIONS

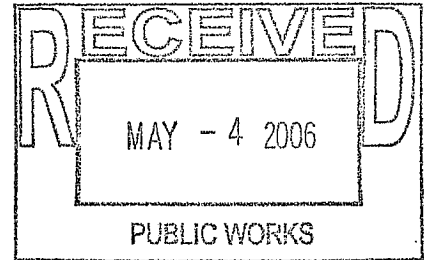
Unless otherwise modified by Order of the Illinois Commerce Commission:

1. No planting or other landscaping material shall be allowed within 16 feet of the edge of the nearest tie nor allowed to grow into this zone other than grass or ground cover, which will not grow in excess of three (3) feet in height.
2. Any planting or other landscape material done on the railroad right-of-way within 500 feet of any grade crossing shall be maintained so as not to exceed a height of three (3) feet.
3. Any grading or future planting done on Company's property must be approved in writing by Company's Engineering Department located at 500 West Madison, Suite 3610, Chicago, Illinois 60661.
4. Any work done on Company's property closer than 16 feet from the edge of the nearest tie will require a flagman provided by Company at Lessee's expense.
5. There is to be no interference with Company facilities, including pole lines, drainage structures and signal apparatus.
6. There is to be no adverse effect to visibility or drainage on Company property.
7. Lessee shall not construct or permit to be constructed any building, structure, excavation or any other obstruction without the written consent of Company's Engineering Department.
8. The Union Pacific Railroad Company will not, in any way, share in the cost of landscaping or for any improvements to the area covered by this lease.
9. The Union Pacific Railroad Company will not be responsible for any damage to the landscaping or improvements.



Thomas A. Zapler  
Special Representative Government Affairs, Central Region

May 2, 2006



Mr. John Davis  
719 W. Sunset  
Villa Park, IL 60181

Dear Mr. Davis:

People like you can make a difference in their community. I am sure your efforts, and those of the people you have motivated to become involved, will make Metra/Union Pacific operations through Lombard and Villa Park safer.

The Union Pacific Railroad approves your proposed plan to plant Rugosa Rose bushes along our property line on the south side of our tracks where Aherns Street dead ends at the tracks. The Village of Lombard has a Beautification Lease for our entire right of way in Lombard. Therefore, you will need to also get Lombard's approval of your plan.

Also, I am enclosing our specifications from the Lombard Beautification Lease. As we discussed, your plantings must meet these specifications. In addition, I am enclosing a copy of an evaluation Chip Pew prepared that details the 2004 deterrent shrub pilot project. His evaluation gives you ideas to follow so that your plantings will be more successful than the pilot project plants.

Thank you, again, for your work and effort to improve safety in Villa Park and Lombard, and please feel free to contact me if the Union Pacific can help with your efforts.

Sincerely,

Enclosure

cc: Mayor Joyce Stupegia  
Mayor William Mueller  
Wes Anderson ✓  
William Tupper  
Greg Larson  
Rick Sturm

(TAZ\050206-001)



# Memorandum

To: Mike Stead  
From: Chip Pew  
Date: September 24, 2005  
Subject: **Interim Evaluation of Deterrent Shrub Pilot Project**

## Overview

Last year, a PEERS grant in the amount was \$ 20,000 awarded to Illinois Operation Lifesaver, of which \$6500.00 was given to Metra to plant two types of shrubs, (Rugosa Rose, and Barberry Thumbergi) for effectiveness as a deterrent to trespassing. Three communities, Highland Park, Lake Forest and Villa Park were the recipients of these bushes.

Four factors have been considered in assessing the success or failure of the project to date. Placement of the bushes, size of the shrubs planted, growing conditions and finally, a complimentary enforcement campaign to increase awareness of the program.

### I. Placement of bushes

The bushes planted in areas receiving full sunlight have grown and spread. Either species, the rose or barberry do not survive if planted in a location where it gets lots of shade. Other local flowers and plants like goldenrod, may have robbed the pilot shrubs of light as well. Bushes planted in the direct and primary paths of trespasser travel have been beaten down and died.

### II. Size of planted bushes

The project was slow to move forward because of logistical matters involving the railroads and communities selected to receive the shrubs. By the time we were ready to purchase the plants, the season was drawing to a close and as a result, the bushes available to us were actually smaller than desired. The average bush measured approximately 18 inches, (from top to base of the stem). Today, those bushes have grown and now measure in cases 28 inches inn height and spread along the base as well.

### III. Growing conditionsforbushes

As previously mentioned, the amount of light the plants received has proven to be very important. When considering this the future, in slightly wooded areas where trespassing in a problem, sufficient light is needed for these types of plants to survive and be effective. This past summer was considered drought like andnatural water in the form of rain was well below the normal. While known as hardy plants, little rain and limited light combined, was enough to kill off some of the plants.

#### **IV. Acomplimentary enforcement campaign**

The communities involved were chosen more from the railroads view than local municipalities proactively stepping forward to be involved. Time constraints limited the process of thorough analysis in finding an ideal blend of problematic trespassing and good community support. With that being said, no enforcement campaigns have been implemented and executed. Discussions have been undertaken, but nothing has materialized to date. Large signs have been installed to both sides of the trespasser paths serving as an educational and informational tool but nothing in the schools has been done. Press coverage was excellent initially with the project receiving front page coverage in the Chicago Tribune. Calls from as far away as Canada and New York were taken inquiring about the concept of using bushes to thwart trespassing. As with any other form of behavior modification, if there is no punitive repercussion for violating existing laws, then the deviant behavior with continue.

#### **Summary**

Taking all factors into consideration, I would have to say that the project to date has been less successful than I anticipated from a deterrent perspective. The bushes small stature, poor growing conditions and lack of lighting have had a devastating impact of the total number of bushes planted. Over fifty percent did not survive the first season. I am encouraged by those plants that did make it as well as valuable information derived for future similar endeavors. Educational outreach efforts will continue stressing the need to comply with no trespassing laws pertaining to crossing railroad tracks.