



City of Grand Island

Tuesday, August 14, 2012

Council Session

Item G7

**#2012-202 - Approving Access Agreement with Union Pacific
Railroad - 1219 W. North Front Street**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: August 14, 2012

Subject: Approving Access Agreement with Union Pacific Railroad at 1219 W. North Front Street (Thompson Bldg.)

Item #'s: G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department owns the building, previously been referred to as the Thompson Building, at 1219 W. North Front Street. The Department's Underground Division uses the building as a base of operations and storage for equipment, vehicles and materials.

The areas south and east of the building have been used in the past as bulk oil and chemical storage since 1924. The area was contaminated and is currently being cleaned up since September of 2001 by the Union Pacific Railroad with the assistance of the EPA. The site is designated by the EPA as part of the Cleburn Well Superfund site.

Discussion

The UPRR remediation contractor is requesting access to the building to bore monitoring holes to evaluate remediation progress. The drilling will be done during normal working hours, and will be paid for by the Union Pacific Railroad. The attached agreement allows UPRR access to the building for their drillings operations.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Access Agreement with the Union Pacific Railroad to allow monitoring wells to be drilled on the City's property at 1219 W. North Front Street.

Sample Motion

Move to approve the Access Agreement with the Union Pacific Railroad to allow monitoring wells to be drilled on the City's property at 1219 W. North Front Street.

ACCESS AGREEMENT

Union Pacific Railroad Company (“UPRR” or “Railroad”) and _____ (“Owner”) hereby agree to enter into this Access Agreement (“Agreement”) this _____ day of _____, _____ (“Effective Date”).

1. Owner is the owner of certain real property located at 1219 W. North Front Street, Grand Island, Nebraska (“Owner’s Property”).

2. This Agreement grants UPRR, its employees, contractors, and representatives, access to the Property to conduct environmental sampling activities, and conduct indoor air sampling. UPRR is conducting these activities with assistance from the United States Environmental Protection Agency (EPA). A description of the environmental sampling, activities that UPRR anticipates conducting on the Property, is set forth in Attachment A (the “Work”).

3. Access to Owner’s Property under this Agreement for performance of the Work will be at reasonable times during daylight hours unless otherwise agreed by Owner and UPRR at least 24 hours before first beginning the Work on Owner’s Property.

4. In consideration of the grant of access provided by this Agreement, UPRR will pay for conducting the Work, and will conduct the Work under this Agreement in a professional and efficient manner and in accordance with applicable laws, rules and regulations, including but not limited to environmental laws. UPRR will make reasonable efforts to coordinate with Owner and minimize interference of Owner’s activities during performance of the Work on Owner’s Property. UPRR will provide Owner with a copy of the final data and reports describing the sampling and data from Work conducted on Owner’s Property. UPRR will mark underground utility locations with temporary markings, as appropriate, and will be responsible for repairing any damage to underground utilities and surface structures as a direct result of conducting the Work.

5. This grant of access shall commence on the effective date of this Agreement, and continue until December 31, 2014.

6. The Agreement supercedes any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work and access upon Owner's Property. No prior oral or written representation shall modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and the authorized representative for UPRR.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

8. Nothing in this Agreement shall be construed as an admission of liability, costs or damages for any purpose, including without limitation liability, costs or damages arising from or related to the presence of, release or threatened release of hazardous substances, pollutants or contaminants.

IN WITNESS WHEREOF, Owner and UPRR have executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY

OWNER

BY: _____

BY: _____

ITS: _____

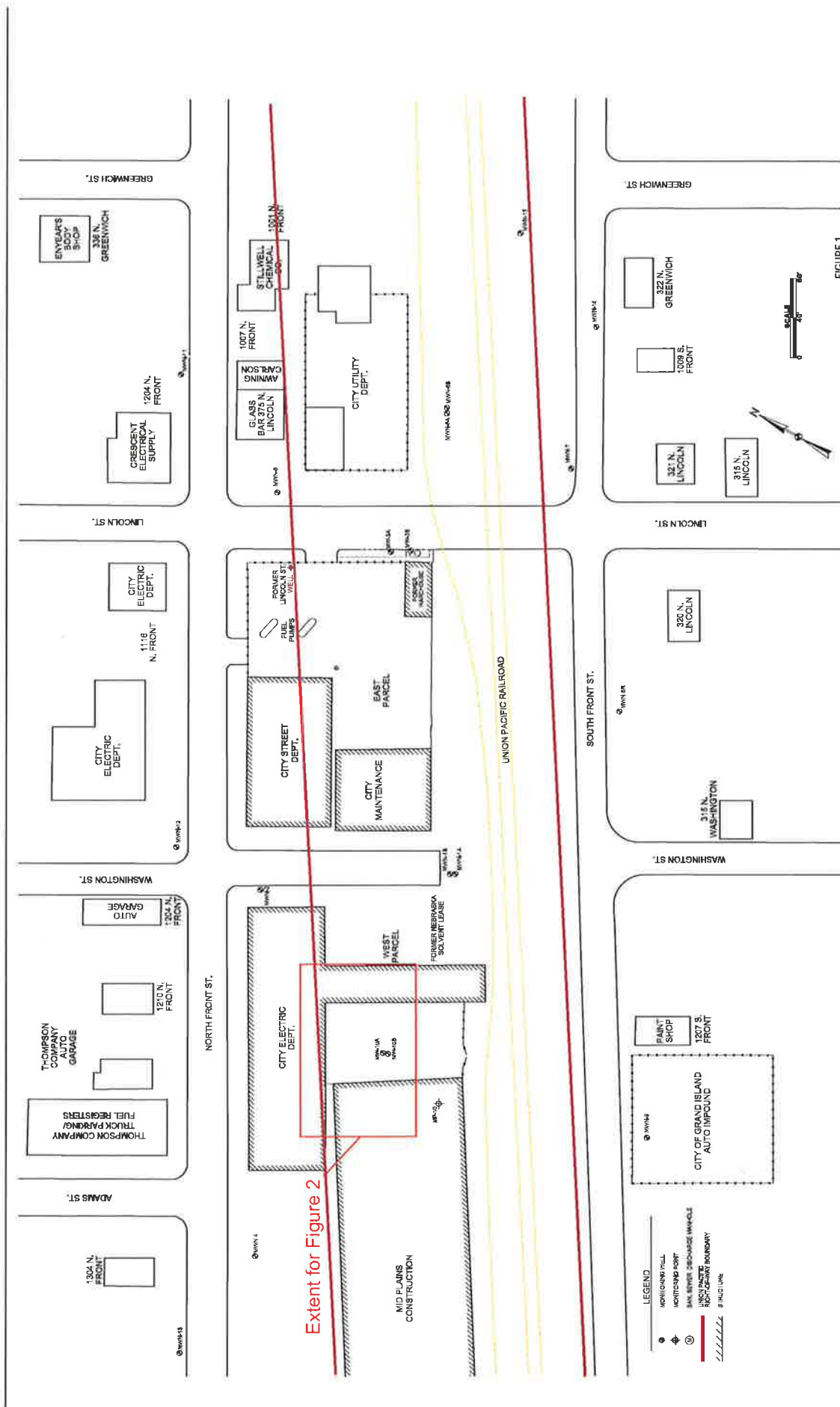
BY: _____

Attachment A

Prior to sampling activities, a building survey and utilities will be located and marked within the building.

Five temporary subslab vapor sample ports will be installed within the City Electric Department building (Figures 1 and 2). The sample ports will be installed using a hammer drill or direct push drilling methods and consist of a 1/4 inch stainless steel tube with a cap set into the slab as flush with the surroundings as possible. Subslab vapor samples will be collected and submitted to a laboratory for ethylbenzene, toluene, total xylenes, tetrachloroethene (PCE), trichloroethene (TCE), and cis-1, 2-dichloroethene (cis-DCE) analysis. The sample probes will be left in place until it is determined that a potential second round of sampling is not necessary. Once determined they are no longer needed, the sample probes will be removed and the holes will be filled with cement mix to the surface (as near to pre-sampling conditions as possible).

Five soil borings will be advanced within the building to approximately 12 feet below ground surface using direct push drilling methods. Prior to soil sampling efforts, a 6-inch diameter concrete core drill will be used to cut the concrete floor and non-native material will be removed to provide access for sampling efforts. Soil samples will be collected and submitted to a laboratory for ethylbenzene, toluene, total xylenes, PCE, TCE, and cis-DCE analysis. Upon completion of the sampling efforts, the boreholes will be filled with bentonite, and the holes in the floor will be patched with concrete.



Source: Foth Infrastructure & Environment, LLC, 2010
ES030812064263AC Figure_1.mxd 05/09/2012

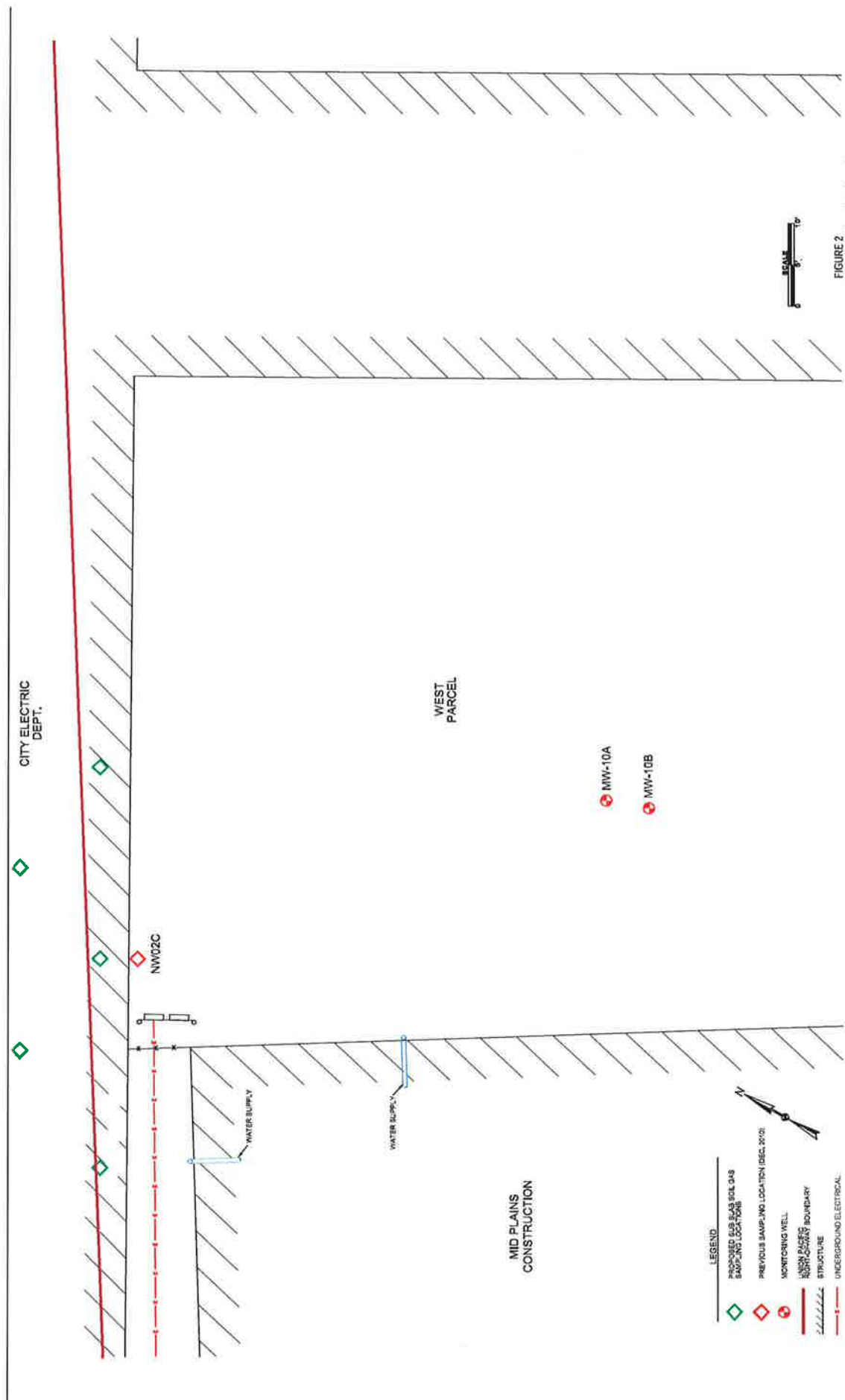


FIGURE 2
 Proposed Sampling Locations
 Work Plan, Cleburn Street Well Superfund Site (OU5)
 Grand Island, Nebraska

Source: Fohn Infrastructure & Environment, LLC, 2012
 EG33907062455C - Figs_2.a.dwg 05/11/2012

RESOLUTION 2012-202

WHEREAS, the City of Grand Island owns the building at 1219 W. North Front Street; and

WHEREAS, the areas south and east of the building have been used in the past as bulk oil and chemical storage since 1924; and

WHEREAS, the area that was contaminated is currently being cleaned up by the Union Pacific Railroad with the assistance of the Environmental Protection Agency (EPA); and

WHEREAS, the clean-up crew is requesting access to the building to bore monitoring holes to determine if the clean-up efforts are working.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Access Agreement between the City of Grand Island and the Union Pacific Railroad is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 14, 2012.

Jay Vavricek, Mayor

Attest:

Brenda Sutherland Acting City Clerk

Approved as to Form	☐ _____
August 16, 2012	☐ City Attorney