

Planning Committee

Mary Merrill Minneapolis
Park and Recreation Board
Headquarters - Board Room
Minneapolis, MN 55411
www.minneapolisparcs.org

Committee Meeting

~ Agenda ~

Wednesday, December 4, 2024 - 5:40 PM

Meeting Times are subject to change based on discussion from previous meetings.

Chair

Chair Cathy Abene

Vice Chair

Vice Chair Becka Thompson

Commissioners

Commissioner District 2 Becky Alper

Commissioner At Large Tom Olsen

Commissioner District 4 Elizabeth Shaffer

I. CALL TO ORDER

II. APPROVAL OF AGENDA

II.1.

APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. PUBLIC HEARING

V. ACTION ITEMS

V.1.

Resolution 2024-266

RESOLUTION APPROVING 5-YEAR ENCROACHMENT LICENSE FOR UNIVAR SOLUTIONS USA LLC USE OF 829 SQUARE FEET OF LAND WITHIN BOTTINEAU PARK, ENCROACHING UPON PARKLAND, AND COLLECTING APPROPRIATE FEES ASSOCIATED WITH THIS ENCROACHMENT

VI. STUDY/REPORT ITEM

VII. ADJOURNMENT



Resolution 2024-266

RESOLUTION APPROVING 5-YEAR ENCROACHMENT LICENSE FOR UNIVAR SOLUTIONS USA LLC USE OF 829 SQUARE FEET OF LAND WITHIN BOTTINEAU PARK, ENCROACHING UPON PARKLAND, AND COLLECTING APPROPRIATE FEES ASSOCIATED WITH THIS ENCROACHMENT

Whereas, The Minneapolis Park and Recreation Board (MPRB) was created by the Minnesota Legislature in April 1883 and has the authority to manage and operate park facilities;

Whereas, MPRB owns and operates Bottineau Park, located in the City of Minneapolis and Hennepin County;

Whereas, Univar Solutions USA LLC (Univar) is the operator of one soil vapor extraction system (Vapor System) currently located underground within Bottineau Park (Bottineau);

Whereas, The Encroachment License for location of the Vapor System within Bottineau expired in summer of 2024;

Whereas, Univar submitted to the MPRB an Encroachment Permit request for 5-year continued use of MPRB land to license the ongoing location of the Vapor System;

Whereas, MPRB staff has reviewed the site and the existing encroaching Vapor System and determined that it is not detrimental to the public's use or enjoyment of parkland, does not significantly impact park user safety, and has been configured to minimize impacts to parkland;

Whereas, Issuance of an Encroachment Permit does not violate and conflict with any requirements established in the MPRB Code of Ordinances;

Whereas, MPRB staff has determined a fee related to the encroachment using methods as have been used with other encroachments onto parklands;

Whereas, MPRB staff have determined that the location of the Vapor System on parkland is environmentally beneficial to park users and the surrounding neighborhood; and

Whereas, This resolution is supported in Parks for All, the MPRB Comprehensive Plan 2021-2036, under Goal 3: "Provide core services with care" and Goal 4: "Work from our strengths and determine our role in partnerships;"



RESOLVED, That the Board of Commissioners approves the 5-year encroachment license for Univar Solutions USA LLC use of 829 square feet of land within Bottineau Park, encroaching upon parkland, and collecting appropriate fees associated with this encroachment; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.



TO: Planning Committee

FROM: Michael Schroeder, Assistant Superintendent, Planning

DATE: 4 December 2024

SUBJECT: RESOLUTION APPROVING 5-YEAR ENCROACHMENT LICENSE FOR UNIVAR SOLUTIONS USA LLC USE OF 829 SQUARE FEET OF LAND WITHIN BOTTINEAU PARK, ENCROACHING UPON PARKLAND, AND COLLECTING APPROPRIATE FEES ASSOCIATED WITH THIS ENCROACHMENT

BACKGROUND

This action considers approval of an Encroachment License for continued use of approximately 829.00 square feet of land in Bottineau Park (Bottineau), which is owned by the Minneapolis Park and Recreation Board (MPRB). This is a request for an encroachment upon parkland under Bottineau, because the Univar Solutions USA LLC (Univar) soil vapor extraction system (Vapor System) is located underground. MPRB maintains authority for review of any request for encroachment onto parkland.

After expiration of an existing encroachment license during the summer of 2024, MPRB staff worked with representatives of Univar to modify grades and components of the Vapor System to allow for planned park improvements. Subsequently, Univar submitted to MPRB an application (*Attachment A*) for an Encroachment License. Staff determined the application to be complete and correct, allowing for its formal review and its advancement to the Board of Commissioners.

The request is to allow an existing Vapor System on parkland for five additional years at Bottineau. Univar wants to obtain a license to continue the existing Vapor System, resulting in the Encroachment License Agreement. (*Attachment B*).

MPRB staff have reviewed the existing site plan/survey (*Attachment B*) and Encroachment License application and believes the current proposal has limited impact on parkland and to the recreating the public's safety and enjoyment. Staff believes the proposed encroachment request minimizes the impact on parkland. In addition, the use associated with the request does not violate or conflict with any aspect of the MPRB's Code of Ordinances.



The fee for the proposed encroachment license is \$8,272.77 (*Attachment D*). This fee covers 5 years of the 829.00 square feet of encroachment that represents the existing Vapor System on/in MPRB parkland. There is an additional \$800 administrative fee to cover staff time for reviewing the proposal and preparing documentation. MPRB staff believes that there should be added encroachment fees of \$827.28 (0.5 year x \$1,654.55) for the intervening time of the encroachment from the 2024 expiration date until the commencement date of this License, approximately 6 months. The grand total of encroachment fees is \$ 9,100.05. Last, the notice period was negotiated to add an additional 90 days for the potential removal of the Vapor System; this would be calculated at the “to be determined” removal date.

Legal Counsel has reviewed and approved the Encroachment License Agreement as to form and legality.

Because the license is currently expired, because the Vapor System exists on parkland, and in light of the long gap between Board meetings, staff request that this item be considered in committee and by the full board on December 4.

RECOMMENDATION

Staff recommends the Board of Commissioners approve the 5-year encroachment license for Univar Solutions USA LLC use of 829 square feet of land within Bottineau Park, encroaching upon parkland, and collecting appropriate fees associated with this encroachment.

Goal:

03. Provide core services with care

04. Work from our strengths and determine our role in partnerships

Strategy:

3.16: Strive to achieve equitable levels of service across the system through data-driven analysis and alignment with MPRB values.

4.13: Collaborate with other agencies and organizations to share best practices in parks and recreation, governance, engagement and public service.

Attachments:

1. ATTACHMENT A - Encroachment License Application – Univar – Bottineau Park
2. ATTACHMENT B – Survey Site Plan – Univar Soil Vapor Extraction System
3. ATTACHMENT C - Encroachment License Agreement – Univar – Bottineau Park
4. ATTACHMENT D - Encroachment Fee Calculation Sheet – 5 Yrs- Univar- Bottineau Park

ARA: 11/22/2024 8:43 AM

MJS: 11/25/2024 11:20 AM

Jbr 12.4.2024



Encroachment License Application

Property Information

Date: _____

Park Name: _____

911 Property Address: _____

Closest Intersection: _____

Property ID: _____

Legal Description: _____

Applicant Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Applicant Signature: _____

Encroachment Description

Please identify the type of encroachment being requested, and describe the materials to be used: _____

PROVIDE A SURVEY/SITE PLAN COMPLETED BY A LICENSED SURVEYOR WHICH SHOWS THE DETAILS AND DIMENSIONS OF THE ENCROACHMENT; IT MUST ALSO PROVIDE CALCULATION OF THE REQUESTED ENCROACHMENT AREA(S). THE DRAWING MUST SHOW ACCURATE PROPERTY LINES AND THE LOCATION OF ELEMENTS OF THE RIGHT OF WAY, SUCH AS STREETS, SIDEWALKS, BOULEVARDS, CURBS, CURB-CUTS, TREES, HYDRANTS, LIGHTS AND SIGNS, BUS STOPS, UTILITIES. PHOTOS OF THE SITE SHOWING CURRENT CONDITIONS ARE REQUESTED IN A FORMAT SUITABLE FOR ELECTRONIC MAIL.

Encroachment Licenses

C. USE OF PARKLAND

MPRB Land is entrusted to the MPRB for the enrichment of the public and protection of the natural environment. Even MPRB Land that is not considered parkland is necessary for the overall benefit of park users, whether it be reserved for operational needs, is being held in trust for future park development, or is generating income to benefit the park system. In remaining consistent with its mission and as stewards of MPRB Land, the Board opposes use of that land by any individual, institution, or organization, public or private, for any purpose other than that for which the lands were acquired. However, MPRB also recognizes that some use of MPRB Land by other parties may be necessary at certain times and under certain parameters.

1. Parameters for Evaluation: MPRB staff and commissioners shall consider several parameters when faced with recommending or approving park use by non-MPRB entities. These parameters shall be considered in total, and each request shall be evaluated on all parameters. Final approval or denial of requests shall be on a case-by-case basis, but shall be founded on responsiveness to these parameters:
 - a. Impact to the Recreating Public: The use should have a negligible or positive impact on the public's ability to recreate on public parkland.
 - b. Environmental Impact: The use should not negatively impact, and should ideally have positive impact on, the natural environment of the park system, when considering water quality, runoff quantity, tree impacts, habitat impacts, views and viewsheds, and direct impacts on birds, pollinators, and wildlife.
 - c. Health, Safety, and Welfare: The use should not negatively impact the safe use of the park system by the recreating public and wildlife. The use should also ideally strive to mitigate known safety and accessibility issues.
 - d. Existing Policies, Plans, and/or Infrastructure: The use should not conflict with other adopted MPRB policies, ordinances, and plans; or with MPRB or other public infrastructure, including public utilities.

-- excerpt of Minneapolis Park and Recreation Board Land Policy - effective May 10, 2023

D. ENCROACHMENTS

MPRB Land shall be held in perpetuity for the use and enjoyment of present and future generations. All encroachments on MPRB Land and water shall be licensed. Alternative use of, intrusion onto, and damage to and on MPRB Land shall not occur without MPRB's knowledge and approval. Where proposed diversions of MPRB Land appear to be in the best interest of the park system or where all other feasible alternatives have been exhausted, and only under these conditions, encroachment requests will be taken under consideration by the Board on individual bases.

-- excerpt of Minneapolis Park and Recreation Board Land Policy - effective May 10, 2023

Making Application

Applicants seeking licenses to encroach upon park property shall file a complete application with the Real Property Administrator, in person, electronically, by facsimile, or by U. S. mail on forms provided by the Minneapolis Park and Recreation Board. Applications shall be accompanied by a non- refundable application fee of \$75, made payable to “Minneapolis Park and Recreation Board.”

MAILING ADDRESS:

Minneapolis Park and Recreation Board

Attn: Christine Downey, Real Property Administrator

2117 West River Road

Minneapolis, MN 55411

General Number: 612-230-6400

Email: cdowney@minneapolisparcs.org

Staff will review your request and recommend whether the Encroachment License should be granted. If the application is approved by the Board, you will be sent the following forms:

1. An approved license in which the property owner agrees to the conditions the MPRB places on the Encroachment License.
2. An insurance endorsement form to be completed by the property owner’s insurance agent and returned with a certificate of liability coverage which names the Minneapolis Park and Recreation Board as an additional insured party. Our address as additional insured is the mailing address listed above.

22ND AVENUE NE

NORTH LINE OF BOTTINEAU FIELD

17.00

SVE-9B NORTH

0.50 66

MP-27

Easement Sketch For: UNIVAR SOLUTIONS USA LLC

PROPOSED UTILITY EASEMENT 829 SQ FT

PROPOSED EASEMENT DESCRIPTION

An easement over, under and across the east 0.50 feet of BOTTINEAU FIELD, according to the recorded plat thereof, Hennepin County, Minnesota, lying south of the north 17.00 feet and lying north of the south line of the north 740.50 feet thereof. Together with the east 9.50 feet of the south 31.00 feet of the north 463.00 feet and also together with the east 15.00 feet of the south 13.00 feet of the north 476.00 feet of said BOTTINEAU FIELD.

476.00
463.00
432.00
740.50

MW-4

SVE-9B SOUTH
SVE-9A NORTH

EAST LINE OF BOTTINEAU FIELD
2ND STREET NE

0.50

9.50

15.00

0.50

20TH AVENUE NE

SVE-9A SOUTH

SVE-8 NORTH

MP-21

SCALE: 1 Inch = 60 Feet

BOTTINEAU FIELD

SOUTH LINE OF THE NORTH 740.50 FEET OF BOTTINEAU FIELD

0.50

SVE-8 SOUTH

MW-5

66

I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of August, 2024

SUNDE LAND SURVEYING, LLC.

By: Arlee J. Carlson, P.L.S. Minn. Lic. No. 44900

SOUTH LINE OF BOTTINEAU FIELD

19TH AVENUE NE



9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com



Minneapolis Park & Recreation Board

ENCROACHMENT LICENSE AGREEMENT

This License Agreement is made effective as of _____, 2024, by and between the CITY OF MINNEAPOLIS ACTING BY AND THROUGH ITS PARK AND RECREATION BOARD (“Licensor”) and Univar Solutions USA LLC (“Licensee”).

WHEREAS, Licensor has received an Application for an Encroachment License requesting that Licensee, its successors and assigns, be permitted to install, maintain and use an encroachment within property owned by Licensor and described as:

See Exhibit A attached hereto (“Licensor Property”); and

WHEREAS, Licensee requests the Encroachment License for the benefit of property owned by Licensee and legally described as:

One soil vapor extraction system.

(“Licensee Property”).

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. Licensor, in consideration for the payments previously received and agreements herein contained, does hereby grant to Licensee a License permitting Licensee to maintain and use **one soil vapor extraction system** (the “Licensed Encroachment”) on Licensor's Property in the locations described in the site diagram attached hereto and made a part hereof as **Exhibit B** (“Licensed Premises”), so long as such Licensed Encroachment does not interfere with Licensor's use of Licensor's Property.

2. Use of Licensed Premises. The Licensee may use the Licensed Premises for five (5) years subject to the requirements and conditions of this License and ordinances and policies of Licensor. The License may be renewed upon written notice

3. Plan Approval. Licensee shall submit to Licensor for approval the plans, details and specifications for any applicable installation, maintenance and use of the Licensed Encroachment on the Licensed Premises prepared and signed by a licensed engineer registered in the State of Minnesota.

4. Compliance with Laws. Licensee shall obtain all permits and approvals required by local, county, state and federal laws and regulations applicable to the Licensed Encroachment by

5. Licensee on the Licensed Premises, and shall install, relocate, maintain and use the Licensed Encroachment on the Licensed Premises in full compliance with such laws and regulations.

6. Licensee's Obligations of Maintenance and Repair. Licensee shall, at its sole expense, maintain, operate, repair, remove, and replace all equipment and improvements for the Licensed Premises. Licensee shall, at all times, keep and maintain the Licensed Premises in clean and sanitary condition, free of all debris and shall not commit waste or nuisance on the Licensed Premises.

7. Utilities. The Licensee shall pay all costs resulting from the alteration or relocation of any and all public or private utilities made necessary in connection with the Licensed Encroachment.

8. Indemnity. Licensee hereby indemnifies and holds Licensor and Licensor's officers, employees, board members, agents, representatives, licensees, and invitees, and their successors and assigns, harmless from and against all actions, causes of action, claims, costs, damages, expenses (including reasonable attorneys' fees and expert and other fees and expenses), fines, judgments, liens, penalties, obligations, and suits arising out of, relating to or resulting from Licensee's installation, relocation, use or removal of the Licensed Encroachment, or the failure to keep the Licensed Premises in good condition and repair, except for the negligent or intentional torts of the Licensor.

9. Licensee's Insurance. During the term of this License, Licensee shall maintain, in full force, comprehensive general public liability insurance covering the legal liability of Licensor against claims for bodily injury, death or property damage incurring on or about the Licensed Premises in the amount of \$1,000,000.00 per occurrence of bodily injury and \$500,000.00 per occurrence for property damage. All such policies shall be issued by an insurance company or companies reasonably acceptable to Licensor and shall name Licensor (specifically naming the City of Minneapolis and the Minneapolis Park and Recreation Board) and Licensee as insured. Licensor does not intend by this insurance provision to waive applicable municipal tort liability limits.

10. Removal and Restoration. Upon revocation or termination of the License, Licensee shall remove the Licensed Encroachment at its sole cost and expense. Promptly after the removal of the Licensed Encroachment, the Licensee shall replace and repair the Licensed Premises to a condition reasonably acceptable to Licensor.

11. Damage to Licensee's Property. Licensee, as a material part of the consideration to be rendered to Licensor under this License, hereby waives all claims against Licensor for all damage or injury to persons or property of any kind in, upon or about the Licensed Premises from any cause arising at any time except for claims arising from the gross negligence or willful misconduct of Licensor, its officers, board members, agents, employees, contractors, licensees (other than Licensee) and invitees of Licensor.

12. Access by Licensor. Licensor, or its duly authorized agents, may enter the Licensed Premises at all reasonable times for the purpose of inspecting the Licensed Premises or making any repairs, alterations or improvements which Licensor, in its sole discretion, deems necessary.

13. Transfer. Licensee shall not sell, assign or in any way transfer any of its rights in this License, or permit this License to be transferred without the prior written consent of Licensor, which consent will not be unreasonably withheld.

14. Termination for Licensor's Use or Relocation. Licensor may terminate this License upon ninety (90) days' written notice to Licensee if Licensor determines, in its sole discretion, that the Licensed Encroachment interferes with Licensor's use of the Licensed Premises. Licensor shall remove

UNIVAR USA

Mark Kleiman,
Remediation Manager

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Mark Kleiman, Remediation Manager.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
MINNEAPOLIS PARK AND RECREATION BOARD
2117 WEST RIVER ROAD
MINNEAPOLIS, MN 55411

EXHIBIT A

LEGAL DESCRIPTION OF LICENSOR PROPERTY

The north 330.00 feet of the south 445.00 feet of the east 80.00 feet of BOTTINEAU FIELD, according to the plat recorded April 16, 1928, Hennepin County, Minnesota (as shown on the attached drawing from Sunde Land Surveying).

PARK BOARD PROPERTY

[PID # 11-029-24-33-0084 2000 2nd Street NE, Minneapolis, MN]



EXHIBIT B – SUBJECT SURVEY

Presented upon request due to size.

