



Title: Approving Site License Agreement with Mound Fire Department

Resolution number: 26-017

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Reviewed by: Name/Title: Michael Hayman, Project Planning Director; Chuck Holtman, Smith Partners

Recommended action: Staff recommends the Board approve a site license agreement with the Mound Fire Department (MFD) to allow temporary use of the property for live-burn training in support of demolition activities at 6300 Painter Road.

Schedule: Feb-March: Asbestos abatement and regulated waste removal
Early April: MFD training
April-May: Remaining demolition work

Budget considerations: N/A

Past Board action:

Res # 26-015	Approving Site Management Plan for 6300 Painter Road
Res # 26-014	Approving Contract for Demolition Services
Res # 26-013	Approving Accessory Structure Agreement with City of Minnetrista
Res # 25-065	Ordering the Acquisition of 6300 Painter Road, Minnetrista
Res # 25-058	Authorization to Execute Purchase Agreement for 6300 Painter Road, Minnetrista

Background:

On December 5, 2025, following duly noticed public hearings and a resolution of support from the City of Minnetrista, the Minnehaha Creek Watershed District (MCWD) acquired the 11.4-acre property located at 6300 Painter Road in Minnetrista. The property was acquired to support capital project implementation for water quality improvement in the Painter Creek–Jennings Bay Subwatershed.

At the time of acquisition, and as of today, the property contains an 1890-era house, a detached garage, multiple outbuildings, and miscellaneous debris associated with its historic farmstead use. Since acquisition, staff have focused on planning and preparing the site for its transition into an interim conservation state. These activities have included taking inventory of existing structures and materials, coordinating utility disconnections, and procuring a hazardous and regulated materials survey by the MCWD engineer. This work sets the stage for upcoming demolition and site restoration while subwatershed and site-specific planning advances.

Summary

At its January 22, 2026 meeting, the Board approved a demolition services contract with Rachel Contracting to support initial restoration and site stabilization at 6300 Painter Road. That contract includes asbestos abatement and regulated waste removal, demolition and removal of existing structures and debris, and grading and seeding of the disturbed areas.

As part of that effort, and to both support local fire department training needs and reduce demolition costs, staff coordinated with the Mound Fire Department (MFD) to utilize the existing residence and detached garage for training exercises. Under the planned work sequence, Rachel Contracting will first complete asbestos abatement and regulated waste removal. Following this work, the property will be temporarily turned over to MFD for an approximately three-week period to prepare the structures, conduct training activities, and conclude with a live-burn training. Following MFD's use of the site, Rachel Contracting will resume work to complete the remaining tasks, with the goal of completing work by the end of May.

MCWD and MFD will coordinate advance notification to nearby residents prior to training and the burn. The proposed site license agreement formalizes MFD's temporary use of the property and defines responsibilities, access, and coordination between MCWD and MFD (attachment 1). Under the agreement, MCWD warrants that it owns the property and the right to demolish or burn the residence and garage, and that it has disconnected utilities to those structures. MCWD makes no representation as to the condition of the property or structures, or their safety or suitability for MFD use. MFD assumes all responsibility for its activity, and will hold MCWD, its managers and staff harmless and indemnify them should any damage or injury result from MFD activity. MFD is prohibited from bringing onto the property any material containing PFAS. The MFD, by its Fire Chief, has signed the agreement.

Supporting documents (list attachments):

- Attachment 1: Agreement for Temporary License



RESOLUTION

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Title: Approving Site License Agreement with Mound Fire Department

WHEREAS On December 5, 2025, following duly noticed public hearings and a resolution of support from the City of Minnetrista, the Minnehaha Creek Watershed District (MCWD) acquired an 11.4-acre property located at 6300 Painter Road (the "Property") to support capital project implementation for water quality improvements in the Painter Creek-Jennings Bay subwatershed;

WHEREAS as part of MCWD's near-term restoration strategy, it desires to remove all structures and debris on the Property by demolition, except for a recently constructed steel pole shed that is in good condition;

WHEREAS at its January 22, 2026 meeting, the MCWD Board of Managers awarded a demolition contract to Rachel Contracting, which includes asbestos abatement and regulated waste removal, demolition and excavation, removal of miscellaneous debris, abandonment of wells, septic removal, import of fill, grading, and seeding;

WHEREAS to support fire department training and to reduce demolition costs, MCWD has coordinated with the Mound Fire Department (MFD) to allow MFD to utilize the Property for training exercises, including a live-burn training of the residence and detached garage;

WHEREAS following completion of asbestos abatement and regulated waste removal, MCWD temporarily will turn the Property over to MFD for an approximate three-week period for training exercises, after which Rachel Contracting will resume and complete its scope of services;

WHEREAS a site license agreement has been developed to formalize MFD's temporary use of the Property and defines responsibilities, access, and coordination between MCWD and MFD, and the MFD has executed the agreement;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the MCWD Administrator, on advice of counsel, to execute the site license agreement with the Mound Fire Department to allow temporary MFD use of the property at 6300 Painter Road.

Resolution Number 26-017 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 2/12/2026

Secretary Date: _____

AGREEMENT for TEMPORARY LICENSE

1. Minnehaha Creek Watershed District (MCWD) is the fee owner of the property located at 6300 Painter Road, Minnetrista, Minnesota (the "Property"). A gravel driveway provides access from Painter Road. Existing improvements include an 1890-era residence, a detached three-stall garage, a newly constructed pole-shed, and various other sheds. MCWD intends to demolish all of these structures, except for the pole-shed, so that the Property can be used for water resource purposes pursuant to MCWD's statutory mandate.

2. The City of Mound ("Licensee") is responsible for operation of the Mound Fire Department (MFD), a department of Licensee. MFD has asked MCWD for permission to use a portion of the Property, prior to demolition, for public safety training activity. Specifically but not exclusively, MFD would like to conduct live controlled-burn training and other training upon and within the residence and garage (these two structures hereafter designated the "Training Structures"). MCWD is willing to accommodate MFD. Further, MFD's controlled burn of the Training Structures will reduce MCWD's demolition cost. MFD may use the Property pursuant to the terms and conditions in this agreement.

3. MFD and MCWD will coordinate to identify a period of about three weeks during which MFD may occupy a part of the Property ("Training Area") for training activities ("Training Period"). The Training Period is likely to begin in late March or early April, and will be confirmed by the parties in writing. The Training Area and the location of the Training Structures are shown in Attachment A to this agreement.

4. MCWD warrants that it is the sole owner of the Property and the Training Structures, and that it has the right to demolish the Training Structures. MCWD authorizes MFD to partially or completely demolish the Training Structures, by fire or otherwise. MCWD also warrants that all utilities serving the Training Structures, including but not limited to gas, electric, water and telephone services, have been disconnected. MCWD holds Licensee harmless, and will defend and indemnify Licensee, against any claim, and liability therefrom, contrary to a warranty of MCWD under this paragraph.

5. MFD assumes all risk and responsibility while on the Property. Licensee understands and accepts the following:

a. MCWD does not have the expertise to evaluate the respects in which MFD may use the Property, the suitability of the Property for those activities, or the risk posed by any condition of the Property for the activities to be conducted.

b. Before the Training Period, MCWD, by a contractor, will have performed inspection for, and abatement and removal of, asbestos-containing materials and other regulated wastes. The contract for the work specifies that the contractor represents itself as being experienced and knowledgeable in identifying, abating, handling and disposing of such materials; holds all licenses and certifications for doing so; and will perform the work with due care. Section 6 below is applicable to any claim, cost or liability arising from the presence of any asbestos-containing or other regulated waste, or the abatement or removal thereof.

c. All training activities are entirely at MFD's risk. MCWD assumes no duty of care whatsoever with respect to any condition on the Property, whether it precedes or arises during the Training Period, whether apparent or hidden, and whether or not MCWD is or should be aware of the condition.

d. MCWD is not exercising any control over the Training Area or activities of MFD during MFD's use of the Property. During the Training Period, MFD will assume custody and management of the Training Area.

e. Any MCWD review or approval of MFD activities is solely for the purpose of ensuring that activities are not inconsistent with MCWD's water resource and related statutory purposes.

f. During the Training Period, MFD will manage and control the Training Area to facilitate training activities; limit disturbance to adjacent residents' quiet enjoyment; prevent safety risk to adjacent residents and the public at large from training activities; and manage training activities so that they do not cause or risk harm to Painter Creek or other water resources. This includes but is not be limited to the following:

i. Limit and manage traffic disruption on public ways from training activities;

ii. Provide for snow/ice management within the Training Area as needed for training activities. MCWD will continue to provide snow plowing services for driveway access to the Training Area;

iii. Inspect the Training Area and any structures thereon during the Training Period for the purpose of MFD's safe conduct of training activities and for the safety of any members of the public entering the Property;

iv. Do not discharge or release to the environment any material that may pollute groundwater or surface waters; more specifically, but not exclusively, MFD may not use or bring onto the Property any per- or polyfluoroalkyl substance (PFAS), or any material that contains PFAS, in any form or manner of containment;

v. Make reasonable efforts to minimize damage to existing trees within the Training Area; and

vi. At the end of the Training Period, inspect the Training Area and abate any concealed hazard resulting from the training activities.

6. Licensee holds MCWD harmless, and will defend and indemnify MCWD, from each claim, cost and liability and for any injury or harm to any person or property, including MFD employees, contractors and volunteers, arising from MFD's activity under this agreement. Licensee's indemnification responsibility is not limited by any defense, immunity or liability limit under statutory or common law. However, nothing in this agreement creates a right in any third party against Licensee or MCWD, or diminishes any defense, immunity or liability

limit enjoyed by Licensee or MCWD as against any third party claimant. For the purpose of this paragraph, "MCWD" includes the organization and each of its managers and employees.

7. MFD is responsible to obtain all permits and approvals, and comply with all legal requirements, applicable to its use of the Property. MCWD and its contractors may also obtain permits or approvals (e.g. demolition permit) that are prerequisites for MFD's activities. Both parties agree to coordinate as needed to ensure all legal requirements are satisfied prior to the Training Period.

8. The license conveyed herein expires at the close of the Training Period.

CITY of MOUND

GREGORY S. PEDERSON - FIRE CHIEF

Print Name and Title

Date: 21 JANUARY 2026

MINNEHAHA CREEK WATERSHED DISTRICT

Print Name and Title

Date: