

CITY OF MINNETRISTA



CITY COUNCIL CONSENT AGENDA ITEM

Subject: Res. No. 4-26 Authorizing Execution of a Pervious Pavement Agreement at 4995 Minneapolis Avenue

Prepared By: Nickolas Olson, Senior City Planner
Through: David Abel, Community Development Director

Meeting Date: January 7, 2026

Issue: T. Ryan Johnson and Shannon Johnson (the “Applicants”) on behalf of Luxury Living MN LLC have made an application to enter in to a pervious pavement agreement (the “Agreement”) with the city of Minnetrista (the “City”) regarding pervious pavement surfaces (the “Improvements”) to be installed at 4995 Minneapolis Avenue (the “Property”). The Applicant constructed a new single family home on the Property which requires certain Improvements to comply with the City’s hardsurface coverage limitations. City code gives 50% credit in calculating the percentage of hardsurface coverage for pervious paver surfaces, provided those surfaces are installed in a manner acceptable to the City Engineer. For those surfaces to remain effective, periodic inspections and maintenance is required. The attached Agreement spells out the terms and conditions by which the Applicants must comply and provides the City with the option to step in if it feels the Applicants have failed to maintain the Improvements in accordance with the Agreement.

Recommended City Council Action: Motion to adopt Res. No. 4-26 Authorizing execution of a pervious pavement agreement with Luxury Living MN LLC at 4995 Minneapolis Avenue

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

4995 Minneapolis Avenue



1 in = 100 Ft

-  City Boundary
-  Address Labels
-  Parcels



December 30, 2025
Map Powered By Datafi



RESOLUTION NO. 4-26

CITY OF MINNETRISTA

**RESOLUTION AUTHORIZING EXECUTION OF A
PERVIOUS PAVEMENT AGREEMENT WITH LUXURY LIVING MN
LLC AT 4995 MINNEAPOLIS AVENUE**

WHEREAS, the city of Minnetrista (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, Luxury Living MN LLC (the “Applicant”), a Minnesota limited liability company, is the fee owner of the property legally described in the Pervious Pavement Agreement as hereinafter defined (the “Property”); and

WHEREAS, on February 28, 2025, the City issued a building permit (the “Permit”) for the construction of a new single family home on the Property; and

WHEREAS, the Permit requires certain pervious pavement surfaces to comply with the City’s hardsurface coverage limitations; and

WHEREAS, a pervious pavement agreement (the “Agreement”) has been prepared for execution by the City and the Applicant specifying the details of development of the project; and

WHEREAS, execution by the parties of the Agreement is a requirement of the Permit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the mayor and city clerk are authorized and directed to execute the Pervious Pavement Agreement and related documents in the general form attached hereto, on behalf of the City.

This resolution was adopted by the City Council of the City of Minnetrista on the 7th day of January, 2026 by a vote of _____ ayes and _____ nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

EXHIBIT A

Form of Pervious Pavement Maintenance Agreement

PERVIOUS PAVEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 7th day of January, 2026, by and between Luxury Living MN LLC, a Minnesota Limited Liability Company (the “Owner”) and the city of Minnetrista, a Minnesota municipal corporation (the “City”).

WHEREAS, the Owner is the fee owner of real property located at 4995 Minneapolis Avenue, Minnetrista, Minnesota which is legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Owner has proposed a project which will increase the hardsurface coverage on the Property to a level in excess of that allowed by City code; and

WHEREAS, in lieu of complying with the City’s hardsurface coverage limitations by reducing hardsurface coverage elsewhere on the Property, the Owner has proposed to construct certain stormwater improvements on the Property; and

WHEREAS, the stormwater improvements consist of pervious pavement (the “Stormwater Improvements”) for which the City gives partial credit in calculating the percentage of hardsurface coverage but which must receive periodic inspections and maintenance to remain effective; and

WHEREAS, the Stormwater Improvements will be constructed and installed on the Property by the Owner in accordance with the plans and specifications reviewed by the city engineer and as depicted on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for operation and maintenance of all pervious pavement facilities in an agreement to be recorded in the Hennepin County land records.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Construction and Maintenance of the Stormwater Improvements. The Owner shall be responsible for constructing and maintaining the Stormwater Improvements and for observing

all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall conduct inspections of the Stormwater Improvements at least twice annually, keep record of all inspections and maintenance activities and submit such records to the City upon request. The cost of all inspections and maintenance shall be the obligation of the Owner. The Owner shall follow the Stormwater Maintenance Plan for Pervious Pavement attached hereto as Exhibit C in inspecting and maintaining the Stormwater Improvement.

2. Permanent Access and Maintenance Easements. The Owner hereby grants the City access and maintenance easements over the Stormwater Improvements as legally described and depicted in Exhibit B for the purposes of inspections and maintenance and an easement for reasonable access over the Property to the Stormwater Improvements from the public right-of-way. These easements will be utilized only as provided in section 3 hereof and conveys no rights to the general public.

3. City's Maintenance Rights. If the City reasonably believes that the Owner has failed to maintain the Stormwater Improvements in accordance with this Agreement and all applicable drainage laws and other requirements, the City shall give the Owner written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed and give the Owner a reasonable opportunity to dispute the City's determination or to propose an alternative maintenance plan. If the Owner does not complete the maintenance tasks within 30 days after such notice is given by the City or such longer period as the City may determine in its reasonable discretion is needed to evaluate the Owner's response or proposal, the City shall have the right but not the obligation to enter upon the Property to perform such maintenance tasks. The City shall send an invoice of its reasonable maintenance costs to the Owner, which may include all staff time, engineering and legal and other costs and expenses incurred by the City as a result of Owner's failure. If the Owner fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to specially assess the full cost thereof against the Property under Minnesota Statutes, Chapter 429. The Owner hereby petitions for such work and waives the right to hearings and to appeal such assessment under Minnesota Statutes, section 429.081.

4. Reduction in Hardsurface Coverage. In lieu of maintaining the Stormwater Improvements, the Owner may take other steps to bring the Property into compliance with the City's limitation on hardsurface coverage. Those may include removing or reducing hardsurface coverage elsewhere on the Property.

5. Costs of Enforcement. The Owner agrees to reimburse the City for all reasonable costs incurred by the City in the successful enforcement of this Agreement, or any portion thereof, including court costs, engineering costs and attorneys' fees.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

- a) To the Owner(s):
Luxury Living MN LLC
4995 Minneapolis Avenue
Minnetrista MN 55364

b) To the City:

City of Minnetrista
7701 Co. Rd. 110 W.
Minnetrista, MN 55364
Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the United States mail, postage prepaid and properly addressed as provided herein.

7. Successors. All duties and obligations of the Owner under this Agreement shall also be duties and obligations of the Owner's heirs, successors, and assigns. The terms and conditions of this Agreement shall run with the land. This Agreement shall be recorded in the land records of Hennepin County.

* * * * *

IN WITNESS WHEREOF the parties hereto have caused this Pervious Pavement Agreement to be executed on the day and year first above written.

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Ann Meyerhoff, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Lisa Whalen and Ann Meyerhoff, the mayor and city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit A

Legal Description of the Property

Lot 8, Block 2, FAIR VIEW PARK LAKE MINNETONKA, Hennepin County, Minnesota.

Exhibit B

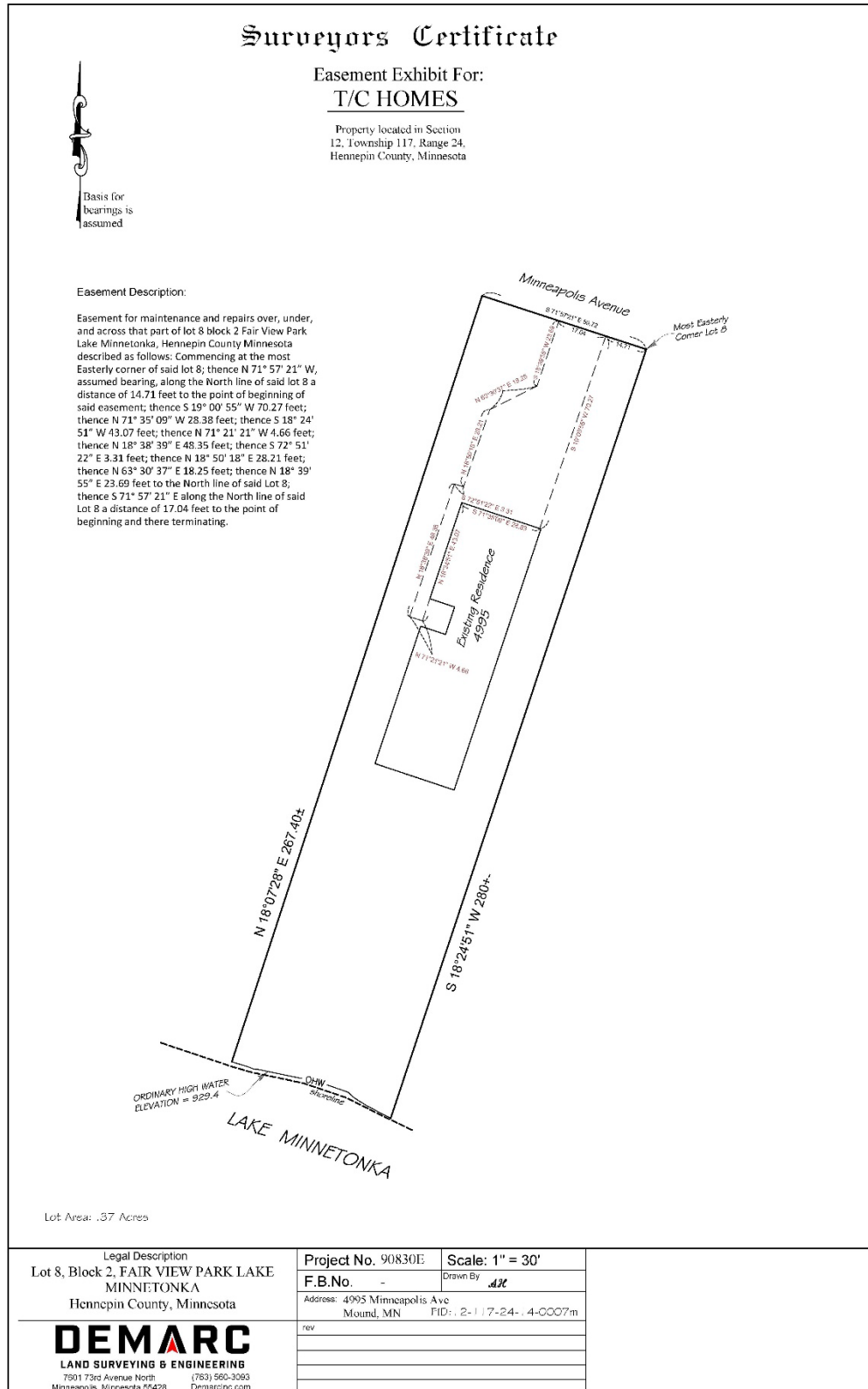
Legal Descriptions and Depictions of Stormwater Access and Maintenance Easement

Stormwater Maintenance Easements Legal Description:

Easement for maintenance and repairs over, under, and across that part of lot 8 block 2 Fair View Park Lake Minnetonka, Hennepin County Minnesota described as follows:

Commencing at the most Easterly corner of said lot 8; thence N 71° 57' 21" W, assumed bearing, along the North line of said lot 8 a distance of 14.71 feet to the point of beginning of said easement; thence S 19° 00' 55" W 70.27 feet; thence N 71° 35' 09" W 28.38 feet; thence S 18° 24' 51" W 43.07 feet; thence N 71° 21' 21" W 4.66 feet; thence N 18° 38' 39" E 48.35 feet; thence S 72° 51' 22" E 3.31 feet; thence N 18° 50' 18" E 28.21 feet; thence N 63° 30' 37" E 18.25 feet; thence N 18° 39' 55" E 23.69 feet to the North line of said Lot 8; thence S 71° 57' 21" E along the North line of said Lot 8 a distance of 17.04 feet to the point of beginning and there terminating.

Depiction of Stormwater Maintenance Easement:



F:\survey\fair view park lake minnetonka - block 2 fair view park lake\lot 8 Surveying - 90830E - CAD\01 Source\02 Final\Grade.dwg

Exhibit C

Stormwater Maintenance Guide for Pervious Pavement

The pervious pavement on your property can make a significant positive impact on the water quality of nearby lakes and streams **when it is properly maintained**. It is designed to reduce stormwater runoff by allowing water to drain directly through it and into the ground. Water moves through the pavement surface to a layer of coarse stone underneath. It is temporarily stored in spaces between these stones until it moves into the surrounding soil. The soil naturally removes pollutants such as phosphorus, nitrogen, and heavy metals from the water. This will help prevent these and other pollutants from entering our lakes and streams where they can cause unwanted algae and degrade water quality.

Pervious Pavement Maintenance and Inspection Requirements:

Inspection frequency: bi-annually

1. Sediment and Debris:
 - a. Vacuum sweep sediment and debris from surface a minimum of two times per year (once in the Spring and once in the Fall).
2. Restore functionality of pavement (as necessary)
 - a. Pressure washing and regenerative air sweeping of material clogging paver voids must be completed as necessary to restore infiltration functionality of the paver surface.

Disposal of materials shall be in accordance with local, state, and federal requirements as applicable. Clean up and maintenance shall occur immediately after any contaminant spill takes place. Appropriate regulatory agencies should also be notified in the event of a spill.

Inspection Checklist:

Inspection Activity	Yes/No	If yes, perform the following maintenance:
Are weeds growing on the pavement surface?		Pull all weeds out by the roots to prevent them from returning. Do not use herbicide as it may infiltrate to the groundwater.
Has sediment accumulated within the surface spaces?		Pervious pavement should be vacuum swept twice per year.
Are trash, excessive leaves, grass clippings, or other debris present?		Remove any debris present
Are ruts, cracks, potholes, or sinkholes present?		Repair damage as needed
Is there standing water on the pavement surface 48 hours or more after a rainfall?		This is an indication that your pervious pavement is not functioning as designed. Consult your installer or pavement manufacturer for remediation.