

## CITY OF MINNETRISTA



### CITY COUNCIL CONSENT AGENDA ITEM

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**Subject:** Res. No. 66-25 Authorizing Execution of a Pervious Pavement Agreement at 5804 Hardscrabble Circle

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

**Meeting Date:** July 14, 2025

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**Issue:** Richard Murphy (the “Applicant”) has 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 5804 Hardscrabble Circle (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.

<p><b><u>Recommended City Council Action:</u></b> Motion to adopt Res. No. 66-25 Authorizing execution of a pervious pavement agreement with Richard Murphy at 5804 Hardscrabble Circle.</p>
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#### **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.



5804 Hardscrabble Circle



1 in = 192 Ft

-  City Boundary
-  Address Labels
-  Parcels



**RESOLUTION NO. 66-25**

**CITY OF MINNETRISTA**

**RESOLUTION AUTHORIZING EXECUTION OF A  
PERVIOUS PAVEMENT AGREEMENT WITH RICHARD MURPHY AT  
5804 HARDCRABBLE CIRCLE**

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

WHEREAS, Richard Murphy (the “Applicant”) is the fee owner of the property legally described in the Pervious Pavement Agreement as hereinafter defined (the “Property”); and

WHEREAS, on May 31, 2023, 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 14<sup>th</sup> day of July, 2025 by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

\_\_\_\_\_  
Lisa Whalen, Mayor

ATTEST:

\_\_\_\_\_  
Ann Meyerhoff, City Clerk

## **EXHIBIT A**

### **Form of Pervious Paver Maintenance Agreement**



## **PERVIOUS PAVEMENT AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the 14th day of July, 2025, by and between Richard Murphy, a single person (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 5804 Hardscrabble Circle, 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 Owners: Richard Murphy  
5804 Hardscrabble Circle  
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 \_\_\_\_\_, 2025, 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



**OWNER**

By: \_\_\_\_\_  
Richard Murphy

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by Richard Murphy, a single person, the owner of the Property.

\_\_\_\_\_  
Notary Public

This Instrument Drafted By:

Kennedy& Graven, Chartered (SJS)  
150 South Fifth Street  
Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

## **Exhibit A**

### **Legal Description of the Property**

Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof.

## **Exhibit B**

### **Legal Descriptions and Depictions of Stormwater Access and Maintenance Easements**

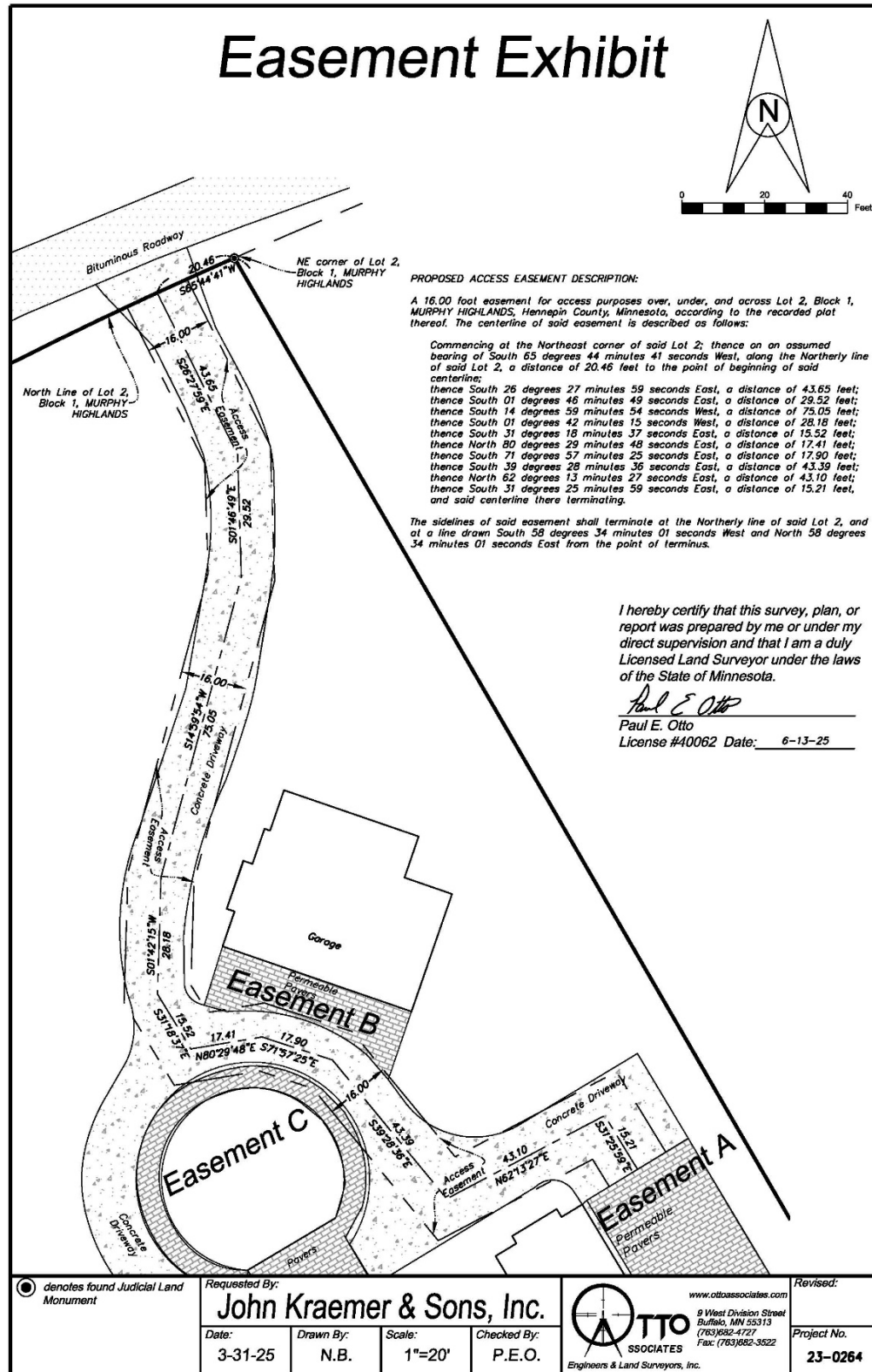
#### **Access Easement Description:**

A 16.00 foot easement for access purposes over, under, and across Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof. The centerline of said easement is described as follows:

Commencing at the Northeast corner of said Lot 2; thence on an assumed bearing of South 65 degrees 44 minutes 41 seconds West, along the Northerly line of said Lot 2, a distance of 20.46 feet to the point of beginning of said centerline;  
thence South 26 degrees 27 minutes 59 seconds East, a distance of 43.65 feet;  
thence South 01 degrees 46 minutes 49 seconds East, a distance of 29.52 feet;  
thence South 14 degrees 59 minutes 54 seconds West, a distance of 75.05 feet;  
thence South 01 degrees 42 minutes 15 seconds West, a distance of 28.18 feet;  
thence South 31 degrees 18 minutes 37 seconds East, a distance of 15.52 feet;  
thence North 80 degrees 29 minutes 48 seconds East, a distance of 17.41 feet;  
thence South 71 degrees 57 minutes 25 seconds East, a distance of 17.90 feet;  
thence South 39 degrees 28 minutes 36 seconds East, a distance of 43.39 feet;  
thence North 62 degrees 13 minutes 27 seconds East, a distance of 43.10 feet;  
thence South 31 degrees 25 minutes 59 seconds East, a distance of 15.21 feet,  
and said centerline there terminating.

The sidelines of said easement shall terminate at the Northerly line of said Lot 2, and at a line drawn South 58 degrees 34 minutes 01 seconds West and North 58 degrees 34 minutes 01 seconds East from the point of terminus.

## Depiction of Access Easement:



## **Stormwater Maintenance Easements Legal Descriptions:**

### **EASEMENT A:**

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2; thence on an assumed bearing of South 30 degrees 02 minutes 49 seconds East, along the East line of said Lot 2, a distance of 238.52 feet; thence South 58 degrees 34 minutes 01 seconds West, a distance of 11.51 feet to the point of beginning; thence continue South 58 degrees 34 minutes 01 seconds West, a distance of 28.70 feet; thence South 30 degrees 58 minutes 47 seconds East, a distance of 48.27 feet; thence North 59 degrees 02 minutes 15 seconds East to a line that bears South 30 degrees 56 minutes 12 seconds East from the point of beginning; thence North 30 degrees 56 minutes 12 seconds West, a distance of 48.51 feet to the point of beginning.

### **EASEMENT B:**

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 30 degrees 02 minutes 49 seconds East, along the East line of said Lot 2, a distance of 178.85 feet; thence South 59 degrees 57 minutes 11 seconds West, a distance of 54.02 feet to the point of beginning; thence North 71 degrees 00 minutes 08 seconds West, a distance of 48.23 feet; thence South 17 degrees 25 minutes 29 seconds West, a distance of 14.87 feet; thence South 74 degrees 02 minutes 57 seconds East, a distance of 5.71 feet; thence 36.18 feet Southeasterly, along a non-tangential curve concave Southerly, having a radius of 45.56 feet, a central angle of 45 degrees 29 minutes 27 seconds, a chord bearing of South 72 degrees 59 minutes 56 seconds East, and a chord distance of 35.23 feet; thence South 40 degrees 53 minutes 27 seconds East, not tangent to said curve, a distance of 8.05 feet to a line that bears South 18 degrees 47 minutes 37 seconds West from the point of beginning; thence North 18 degrees 47 minutes 37 seconds East, a distance of 17.37 feet to the point of beginning.

### **EASEMENT C:**

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 31 degrees 03 minutes 04 seconds East, along the Westerly line of said Lot 2, a distance of 227.26 feet; thence North 58 degrees 56 minutes 56 seconds East, a distance of 39.04 feet to the point of beginning; thence 152.09 feet Northerly, Easterly, and Southerly on a non-tangential curve concave Southerly, having a radius of 28.20 feet, a central angle of 308 degrees 58 minutes 02 seconds, a chord bearing of North 59 degrees 32 minutes 14 seconds East, and a chord distance of 24.30 feet; thence South 31 degrees 05 minutes 28 seconds East, not tangent to said curve, a distance of 11.47 feet; thence South 58 degrees 20 minutes 31 seconds West, a distance of 14.90 feet to a line that bears South 30 degrees 55 minutes 25 seconds East from the point of beginning;

thence North 30 degrees 55 minutes 25 seconds West, a distance of 11.83 feet to the point of beginning.

EXCEPT:

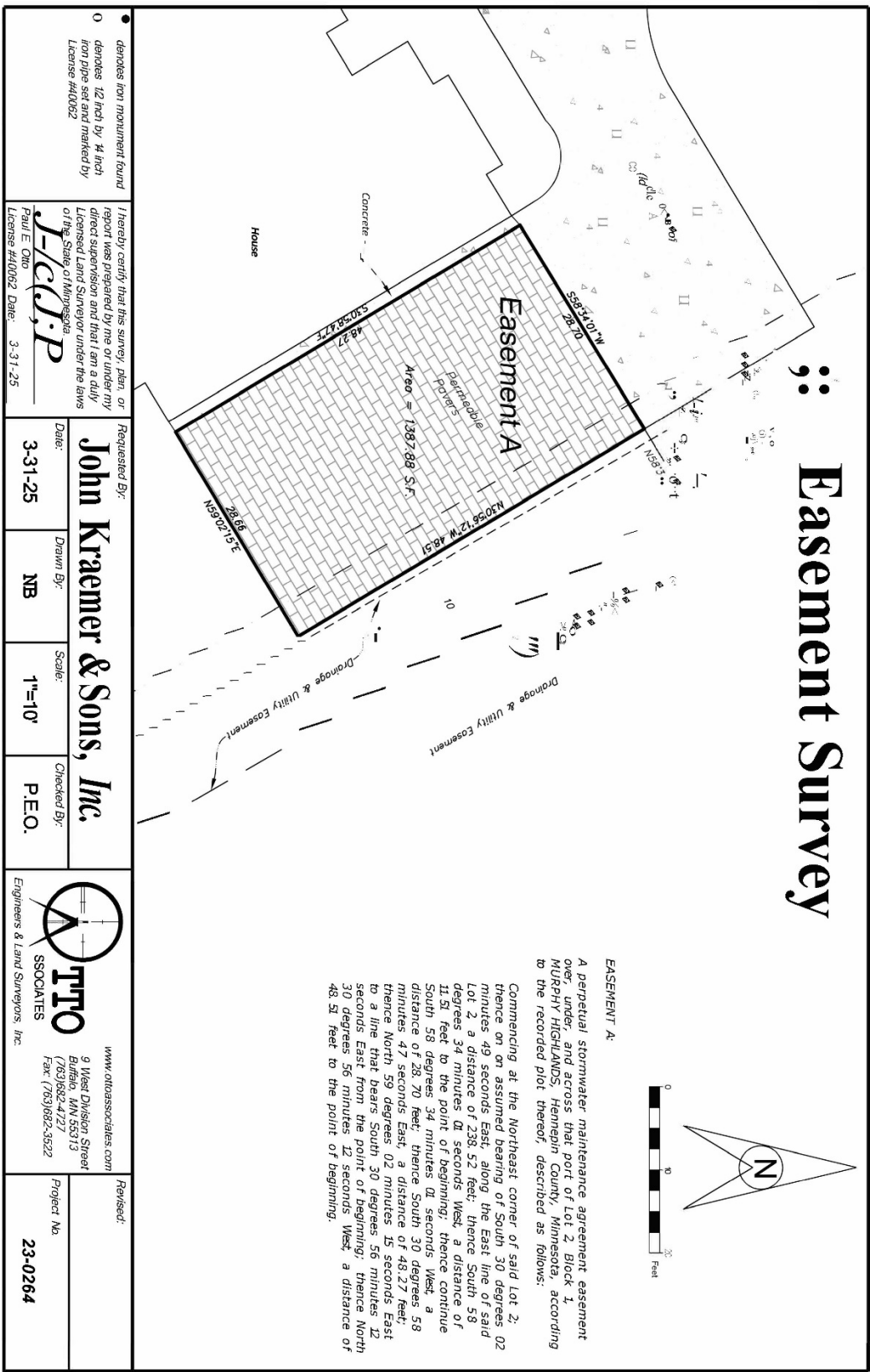
That part of said Lot 2, described as follows:

A perpetual stormwater maintenance agreement easement over, under, and across that part of Lot 2, Block 1, MURPHY HIGHLANDS, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 2: thence on an assumed bearing of South 31 degrees 03 minutes 04 seconds East, along the Westerly line of said Lot 2, a distance of 227.26 feet; thence North 58 degrees 56 minutes 56 seconds East, a distance of 39.04 feet; thence North 31 degrees 08 minutes 06 seconds West, a distance of 7.09 feet to the point of beginning; thence 112.48 feet Northerly, Easterly, and Southerly on a non-tangential curve concave Southerly, having a radius of 22.07 feet, a central angle of 292 degrees 04 minutes 34 seconds, a chord bearing of North 59 degrees 14 minutes 34 seconds East, and a chord distance of 24.65 feet; thence South 59 degrees 14 minutes 34 seconds West, not tangent to said curve, a distance of 24.65 feet to the point of beginning.



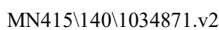
Depiction of Stormwater Maintenance Easement A



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## B-8



## 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.