

**CITY OF CIRCLE PINES, MINNESOTA
REGULAR CITY COUNCIL MEETING**

**December 23, 2019
7:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call

*Dave Bartholomay, Mayor
Matt Percy, Council Member
Mike Schweigert, Council Member
Jennifer Rauner, Council Member
Dean Goldberg, Council Member
Patrick Antonen, City Administrator*

3. Setting of Agenda

Note: Consent Agenda items will be acted on with one motion unless a council member requests their placement on the regular agenda -

4. a. Taxpayer Comments
b. Council Member Comments
c. Mayor Comments

5. **COMMITTEE REPORTS**

- a. Utilities Commission
- b.

6. **COUNCIL BUSINESS**

- a. Consent Agenda

<u>Item</u>	<u>Action</u>
1. Minutes – December 10, 2019 (Enclosed)	Approve
2. General Fund Disbursements (Enclosed)	Approve
3. Police Disbursements (Enclosed)	Approve
4. Fire Disbursements (Presented at Meeting)	Approve
5. Licenses (Enclosed)	Approve
6. 2020 Garbage and Recycling Rates (Memo)	Approve
7.	Approve

Council Action _____

- b. 2020 Street Reconstruction Project Plans and Specifications – Resolution No. 2019-26 (Memo)

Council Action _____

- c. Proposed 2020-2022 Union Contract (Memo)

Council Action_____

- d. Resolution No. 2019-25 Establishing 2020 Non-union Compensation (Memo)

Council Action_____

- e. Encroachment Agreement with Magellan Pipeline (Memo)

Council Action_____

- f. Easement Amendment with Magellan Pipeline (Enclosed)

Council Action_____

- g. _____

Council Action_____

7. ADJOURNMENT

**CITY OF CIRCLE PINES, MINNESOTA
REGULAR CITY COUNCIL MEETING**

**Tuesday, December 10, 2019
7:00 p.m.**

1. CALL TO ORDER

Mayor Bartholomay called the meeting to order at 7:02 p.m.

2. ROLL CALL

Also present were Council Members Goldberg, Rauner, Schweigert and Percy and City Administrator Antonen.

3. SETTING OF AGENDA

It was noted there are no Fire Disbursements (Item 6a4).

4. COMMENTS

a. Taxpayer Comments

Nine students from Centennial High School introduced themselves and announced plans for college.

b. Council Member Comments

Council Member Goldberg mentioned he attended a Minnesota Census Mobilization Partnership meeting December 6 where an update was given on 2020 census funding, recruitment and continued planning efforts. He pointed out the importance of obtaining accurate counts and what it means for representation and funding.

c. Mayor Comments

Mayor Bartholomay commented on the following:

- Book signing at Centennial Library
- Rotary event
- Meeting with new managers from Anoka County
- Retirement of CLPD officer Jeff Tarnowski
- Retired firefighters coffee gathering

5. COMMITTEE REPORTS

There were no committee reports.

6. COUNCIL BUSINESS

a. Consent Agenda

Items included:

1. Minutes: 11/26/19 Regular Council Meeting
2. General Fund Disbursements
3. Police Disbursements
4. Fire Disbursements
5. Licenses
6. Resolution No. 2019-22 Submittal of 2040 Comprehensive Plan

MOTION: Percy moved, seconded by Rauner, to approve the Consent Agenda with the exception of Item 6a4.

Council Member Schweigert asked if there were any problems with business licensing over the last year. City Administrator Antonen responded there have been no issues.

Motion carried 5-0.

b. Public Hearing 2020 Levy and General Fund Budget

Mayor Bartholomay opened the Public Hearing at 7:16 p.m.

City Administrator Antonen reported this is the yearly requirement to obtain public comments on the proposed budget.

Finance Director Kate Manson gave a PowerPoint presentation on the 2020 budget. She explained the purpose of budgeting and showed how property taxes are determined, proposed levy amounts for 2020, proposed expenditures for 2020 and comparison of Circle Pines to other cities.

There were no comments from the public.

MOTION: Rauner moved, seconded by Goldberg, to close the Public Hearing at 7:31 p.m. **Motion carried 5-0.**

Mayor Bartholomay praised Manson for her efforts and commented that this is the best budget presentation in 18 years. He noted one of the reasons for the Parks budget is the large number of parks and trails in Circle Pines, and also

commented that positive survey results reflect how residents feel about public safety.

Council Member Goldberg commented he believes the city has done a great job of being frugal with a small increase to accommodate both cost of living and what citizens want in the city. Council Member Percy expressed appreciation for how the budget was presented.

City Administrator Antonen thanked Manson and other department heads for their efforts on the 2020 budget.

c. Resolution No. 2019-23 – 2020 Property Tax Levy

It was noted the recently prepaid 2010 bonds have been subtracted from this levy amount.

MOTION: Goldberg moved, seconded by Schweigert, to approve **Resolution No. 2019-23**, a Resolution Setting Levy for 2020. **Motion carried 5-0.**

d. Adoption of 2020 General Fund Budget

MOTION: Rauner moved, seconded by Goldberg, to adopt the 2020 General Fund Budget.

Council Member Schweigert asked if animal licenses are required. City Administrator Anton responded licenses are only required for animals designated “dangerous.”

Motion carried 5-0.

e. Resolution No. 2019-24 – Appointing MNDOLI for Electrical Inspections

City Administrator Antonen explained that current electrical inspector Jim Manteufel is retiring at the end of the year. He said three inspection firms were interviewed and staff recommends the Minnesota Department of Labor and Industry be appointed for electrical inspections. He said state rates are currently used and that will not change. It was noted the state will assign an electrical inspector for the Circle Pines area.

MOTION: Schweigert moved, seconded by Rauner, to approve **Resolution No. 2019-24**, a Resolution Appointing Minnesota Department of Labor and Industry for Electrical Inspections. **Motion carried 5-0.**

f. Pay Voucher No. 4 – Iron-enhanced Sand Filter Project

Mayor Bartholomay explained the project is an effort to filter and reduce phosphorus in the water that flows into Golden Lake. He said incoming and outgoing waters will be tested to monitor phosphorus content.

Council Member Rauner asked what changes are in the contract. City Administrator Antonen responded a shutoff valve was installed to allow the system to be winterized.

Council Member Percy noted a large portion of funding for the project is from legacy dollars and other grants.

MOTION: Percy moved, seconded by Rauner, to approve Pay Voucher No. 4 for the Iron-enhanced Sand Filter Project in the amount of \$41,011.53. **Motion carried 5-0.**

g. Approval of 2020 Meeting Dates

MOTION: Goldberg moved, seconded by Rauner, to approve the 2020 City of Circle Pines meeting dates. **Motion carried 5-0.**

7. ADJOURNMENT

MOTION: Schweigert moved, seconded by Percy, to adjourn the meeting at 7:55 p.m. **Motion carried 5-0.**

Mayor

Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
12/13/2019						
30360 CASEY'S BUSINESS MASTERCARD						
122319	1	Invoice	Nov Fuel	12/23/2019	488.12	12/19
122319	2	Invoice	Nov Diesel Streets	12/23/2019	556.58	12/19
Total 122319:					1,044.70	
Total 30360 CASEY'S BUSINESS MASTERCARD:					1,044.70	
30480 CENTENNIAL UTILITIES						
12/23/19	15	Invoice	Nov. Utilities	12/23/2019	128.03	12/19
12/23/19	16	Invoice	Nov. Utilities	12/23/2019	76.48	12/19
12/23/19	17	Invoice	Nov. Utilities	12/23/2019	76.48	12/19
12/23/19	18	Invoice	Nov. Utilities	12/23/2019	241.11	12/19
12/23/19	19	Invoice	Nov. Utilities	12/23/2019	20.60	12/19
Total 12/23/19:					542.70	
Total 30480 CENTENNIAL UTILITIES:					542.70	
30640 CINTAS						
4036977820	1	Invoice	CH Cleaning	12/23/2019	76.90	12/19
Total 4036977820:					76.90	
4036977883	1	Invoice	Shop Cleaning	12/23/2019	9.32	12/19
4036977883	2	Invoice	Shop Cleaning	12/23/2019	9.33	12/19
Total 4036977883:					18.65	
Total 30640 CINTAS:					95.55	
80540 HOLIDAY FLEET						
122319	1	Invoice	Nov. Fuel	12/23/2019	60.67	12/19
122319	2	Invoice	Nov. Diesel Streets	12/23/2019	97.87	12/19
Total 122319:					158.54	
Total 80540 HOLIDAY FLEET:					158.54	
90157 I U O E LOCAL 49						
121519	1	Invoice	Jan. Prepaid Ins.	12/15/2019	843.75	12/19
121519	2	Invoice	Jan. Prepaid Ins.	12/15/2019	1,800.00	12/19
121519	3	Invoice	Jan. Prepaid Ins.	12/15/2019	225.00	12/19
121519	4	Invoice	Jan. Prepaid Ins.	12/15/2019	1,035.00	12/19
Total 121519:					3,903.75	
Total 90157 I U O E LOCAL 49:					3,903.75	
110204 KNOWLAN'S SUPER MARKETS						
122319	1	Invoice	Shop Supplies Coffee	12/23/2019	.86	12/19
122319	2	Invoice	Shop Supplies Coffee	12/23/2019	.86	12/19

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
Total 122319:					1.72	
Total 110204 KNOWLAN'S SUPER MARKETS:					1.72	
220170 VERIZON WIRELESS						
9843312443	1	Invoice	Nov. Cell Phones	12/15/2019	154.59	12/19
Total 9843312443:					154.59	
Total 220170 VERIZON WIRELESS:					154.59	
Total 12/13/2019:					5,901.55	

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
12/16/2019						
30460 CENTENNIAL LAKES POLICE DEPT.						
121619	1	Invoice	DEC 2019 CONTRACT	12/16/2019	83,753.61	12/19
121619	2	Invoice	ACCOUNTING SERVICE	12/16/2019	675.00-	12/19
121619	3	Invoice	NOV DENTAL COBRA CL	12/16/2019	84.60	12/19
121619	4	Invoice	2019 POSTAGE	12/16/2019	283.80-	12/19
Total 121619:					82,879.41	
Total 30460 CENTENNIAL LAKES POLICE DEPT.:					82,879.41	
40326 DELTA DENTAL OF MN						
7791199	2	Adjustmen	NOV DENTAL	10/22/2019	658.00-	12/19
Total 7791199:					658.00-	
Total 40326 DELTA DENTAL OF MN:					658.00-	
100025 J. B. ANDERSON INSPECTIONS INC						
122319	1	Invoice	BLDG INSPECTIONS MAY	12/23/2019	1,234.27	12/19
122319	2	Invoice	PLAN REVIEW ONLY 18-518 & 18-423	12/23/2019	972.91	12/19
122319	3	Invoice	JUNE BUILDING INSP	12/23/2019	3,862.59	12/19
122319	4	Invoice	JULY BUILDING INSP	12/23/2019	4,269.54	12/19
Total 122319:					10,339.31	
Total 100025 J. B. ANDERSON INSPECTIONS INC:					10,339.31	
160520 PRESS PUBLICATIONS INC						
653252	1	Invoice	AERATOR NOTICE	12/23/2019	28.20	12/19
Total 653252:					28.20	
Total 160520 PRESS PUBLICATIONS INC:					28.20	
180700 RUM RIVER CONST. CONSULTANTS						
223	1	Invoice	BLDG INSPECTIONS NOV	12/23/2019	6,746.97	12/19
223	2	Invoice	NOV BLDG INVEST. & PRIOR PERMITS	12/23/2019	539.50	12/19
Total 223:					7,286.47	
Total 180700 RUM RIVER CONST. CONSULTANTS:					7,286.47	
240100 XCEL ENERGY						
122319	1	Invoice	STREET LIGHT ELEC NOV	12/23/2019	89.99	12/19
Total 122319:					89.99	
Total 240100 XCEL ENERGY:					89.99	
Total 12/16/2019:					99,965.38	
Grand Totals:					105,866.93	

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

Report Criteria:

Invoice Detail.GL Account = 10110100-506477506710,70210100-702499702730

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
12/19	12/09/2019	12967	POST BOARD	PEACE LIC ODMARK	90.00
12/19	12/16/2019	12968	ASPEN MILLS, INC	PRORATED UNIFORM ALLOWANCE R	600.00
12/19	12/19/2019	12972	PATRICK ALDRICH	BOOTS	79.99
12/19	12/19/2019	12973	AMAZON	TIRES	1,404.30
12/19	12/19/2019	12974	ASPEN MILLS, INC	UNIFORMS OFFICER ODMARK	1,616.41
12/19	12/19/2019	12975	BARNUM GATE SERVICES, INC	GATE REPAIR/ADJ RECEIVER, TIGHT	246.00
12/19	12/19/2019	12976	BLUE PEARL VETERINARY PARTNER	ANIMAL CONTROL	1,856.36
12/19	12/19/2019	12977	CENTENNIAL UTILITIES	NOV UTILITIES IRRIGATION ACCT	473.41
12/19	12/19/2019	12978	CENTURY LINK	COMMUNICATIONS DEC	120.84
12/19	12/19/2019	12979	CONNEXUS ENERGY	ELECTRIC NOV	2,506.46
12/19	12/19/2019	12980	CONSOLIDATED COMMUNICATIONS	PHONES DEC	395.33
12/19	12/19/2019	12981	DEARBORN NATIONAL	JAN VOL LIFE/DISAB INS	1,456.40
12/19	12/19/2019	12982	DON'S CIRCLE SERVICE	VEHICLE REPAIRS & MTC	760.15
12/19	12/19/2019	12983	HEALTH PARTNERS	HEALTH INS JAN	11,334.08
12/19	12/19/2019	12984	HOLIDAY COMPANIES	NOV FUEL	2,555.11
12/19	12/19/2019	12985	KENNEDY & GRAVEN, CHARTERED	LEGAL FEES NOV	100.00
12/19	12/19/2019	12986	KNOWLAN'S SUPER MARKETS	GOVERNING BOARD SUPPLIES/TRAI	40.07
12/19	12/19/2019	12987	OFFICE OF MN IT SERVICES	WAN SERVICES NOV	43.20
12/19	12/19/2019	12988	OPTUM	MONTHLY SERVICE FEE NOV	33.75
12/19	12/19/2019	12989	OTTER LAKE ANIMAL CARE	ANIMAL CONTROL	450.00
12/19	12/19/2019	12990	TASC	2020 TASC ADMIN & RENEWAL FEES	535.24
12/19	12/19/2019	12991	WHITE BEAR LK POLICE DEPT	ID CARDS	15.00
Grand Totals:					26,712.10

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period
12/09/2019										
160514 POST BOARD										
POST BOA	160514	120920	1	Invoi	PEACE LIC ODMARK	12/09/2019	12/09/2019	90.00	901-42-2100-433	12/19
Total 160514 POST BOARD:								90.00		
Total 12/09/2019:								90.00		

12/9/2019 GL Period Summary

GL Period	Amount
12/19	90.00
Grand Totals:	90.00

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period
12/16/2019										
11565 ASPEN MILLS, INC										
ASPEN MIL	11565	121619	1	Invoi	PRORATED UNIFORM ALLOWANCE RH	12/16/2019	12/16/2019	600.00	901-42-2100-218	12/19
Total 11565 ASPEN MILLS, INC:								600.00		
30480 CENTENNIAL UTILITIES										
CENTENNI	30480	121619	1	Invoi	NOV UTILITIES	12/16/2019	12/16/2019	463.41	901-42-2100-380	12/19
CENTENNI	30480	121619	2	Invoi	NOV UTILITIES IRRIGATION ACCT	12/16/2019	12/16/2019	10.00	901-42-2100-380	12/19
Total 30480 CENTENNIAL UTILITIES:								473.41		
30485 CENTURY LINK										
CENTURY	30485	121619	1	Invoi	COMMUNICATIONS DEC	12/16/2019	12/16/2019	120.84	901-42-2100-321	12/19
Total 30485 CENTURY LINK:								120.84		
31137 CONNEXUS ENERGY										
CONNEXU	31137	121619	1	Invoi	ELECTRIC NOV	12/16/2019	12/16/2019	2,506.46	901-42-2100-380	12/19
Total 31137 CONNEXUS ENERGY:								2,506.46		
31170 CONSOLIDATED COMMUNICATIONS										
CONSOLID	31170	121619	1	Invoi	PHONES DEC	12/16/2019	12/16/2019	395.33	901-42-2100-321	12/19
Total 31170 CONSOLIDATED COMMUNICATIONS:								395.33		
40700 DON'S CIRCLE SERVICE										
DON'S CIR	40700	218545	1	Invoi	VEHICLE REPAIRS & MTC	12/16/2019	12/16/2019	27.50	901-42-2100-404	12/19
DON'S CIR	40700	218563	1	Invoi	VEHICLE REPAIRS & MTC	12/16/2019	12/16/2019	28.00	901-42-2100-404	12/19
Total 40700 DON'S CIRCLE SERVICE:								55.50		
80250 HEALTH PARTNERS										
HEALTH PA	80250	941303	1	Invoi	HEALTH INS JAN	12/16/2019	12/16/2019	11,334.08	901-15500	12/19
Total 80250 HEALTH PARTNERS:								11,334.08		
80440 HOLIDAY COMPANIES										
HOLIDAY C	80440	121619	1	Invoi	NOV FUEL	12/16/2019	12/16/2019	2,555.11	901-42-2100-212	12/19
Total 80440 HOLIDAY COMPANIES:								2,555.11		
110204 KNOWLAN'S SUPER MARKETS										
KNOWLAN'	110204	137/130	1	Invoi	GOVERNING BOARD SUPPLIES/TRAINING S	12/16/2019	12/16/2019	40.07	901-42-2100-331	12/19
Total 110204 KNOWLAN'S SUPER MARKETS:								40.07		
150250 OFFICE OF MN IT SERVICES										
OFFICE OF	150250	DV1911	1	Invoi	WAN SERVICES NOV	12/16/2019	12/16/2019	43.20	901-42-2100-386	12/19
Total 150250 OFFICE OF MN IT SERVICES:								43.20		
Total 12/16/2019:								18,124.00		

12/16/2019 GL Period Summary

<u>GL Period</u>	<u>Amount</u>
12/19	<u>18,124.00</u>
Grand Totals:	<u><u>18,124.00</u></u>

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period
12/19/2019										
10290 PATRICK ALDRICH										
PATRICK A	10290	121919	1	Invoi	BOOTS	12/19/2019	12/19/2019	79.99	901-42-2100-218	12/19
Total 10290 PATRICK ALDRICH:								79.99		
10400 AMAZON										
AMAZON	10400	121919	1	Invoi	BATTERIES	12/19/2019	12/19/2019	66.96	901-42-2100-201	12/19
AMAZON	10400	121919	2	Invoi	TIRES	12/19/2019	12/19/2019	1,337.34	901-42-2100-404	12/19
Total 10400 AMAZON:								1,404.30		
11565 ASPEN MILLS, INC										
ASPEN MIL	11565	248574	1	Invoi	UNIFORMS RADIO HOLDER	12/19/2019	12/19/2019	44.85	901-42-2100-218	12/19
ASPEN MIL	11565	248824	1	Invoi	UNIFORMS CSO DADDARIO	12/19/2019	12/19/2019	530.12	901-42-2100-218	12/19
ASPEN MIL	11565	248923	1	Invoi	UNIFORMS OFFICER ODMARK	12/19/2019	12/19/2019	1,041.44	901-42-2100-218	12/19
Total 11565 ASPEN MILLS, INC:								1,616.41		
20140 BARNUM GATE SERVICES, INC										
BARNUM G	20140	25966	1	Invoi	GATE REPAIR/ADJ RECEIVER, TIGHTENED	12/19/2019	12/19/2019	246.00	901-42-2100-401	12/19
Total 20140 BARNUM GATE SERVICES, INC:								246.00		
20320 BLUE PEARL VETERINARY PARTNERS LLC										
BLUE PEA	20320	150165	1	Invoi	ANIMAL CONTROL	12/19/2019	12/19/2019	1,856.36	901-42-2100-495	12/19
Total 20320 BLUE PEARL VETERINARY PARTNERS LLC:								1,856.36		
40278 DEARBORN NATIONAL										
DEARBOR	40278	121919	1	Invoi	JAN LIFE/DISABILITY	12/19/2019	12/19/2019	1,050.48	901-15500	12/19
DEARBOR	40278	121919	2	Invoi	JAN VOL LIFE/DISAB INS	12/19/2019	12/19/2019	405.92	901-21850	12/19
Total 40278 DEARBORN NATIONAL:								1,456.40		
40700 DON'S CIRCLE SERVICE										
DON'S CIR	40700	218295	1	Invoi	VEHICLE REPAIRS & MTC	12/19/2019	12/19/2019	494.20	901-42-2100-404	12/19
DON'S CIR	40700	218304	1	Invoi	VEHICLE REPAIRS & MTC	12/19/2019	12/19/2019	210.45	901-42-2100-404	12/19
Total 40700 DON'S CIRCLE SERVICE:								704.65		
110125 KENNEDY & GRAVEN, CHARTERED										
KENNEDY	110125	121919	1	Invoi	LEGAL FEES NOV	12/19/2019	12/19/2019	100.00	901-42-2100-304	12/19
Total 110125 KENNEDY & GRAVEN, CHARTERED:								100.00		
150400 OPTUM										
OPTUM	150400	951003	1	Invoi	MONTHLY SERVICE FEE NOV	12/19/2019	12/19/2019	33.75	901-42-2100-130	12/19
Total 150400 OPTUM:								33.75		
150600 OTTER LAKE ANIMAL CARE										
OTTER LA	150600	198850	1	Invoi	ANIMAL CONTROL	12/19/2019	12/19/2019	450.00	901-42-2100-495	12/19
Total 150600 OTTER LAKE ANIMAL CARE:								450.00		
200003 TASC										
TASC	200003	IN1656	1	Invoi	2020 TASC ADMIN & RENEWAL FEES	12/19/2019	12/19/2019	535.24	901-15510	12/19

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period
Total 200003 TASC:								535.24		
230315 WHITE BEAR LK POLICE DEPT										
WHITE BE	230315	121919	1	Invoi	ID CARDS	12/19/2019	12/19/2019	15.00	901-42-2100-203	12/19
Total 230315 WHITE BEAR LK POLICE DEPT:								15.00		
Total 12/19/2019:								8,498.10		

12/19/2019 GL Period Summary

GL Period	Amount
12/19	8,498.10
Grand Totals:	8,498.10

Grand Totals: 26,712.10

Report GL Period Summary

GL Period	Amount
12/19	26,712.10
Grand Totals:	26,712.10

Vendor number hash: 1856861
 Vendor number hash - split: 1938019
 Total number of invoices: 27
 Total number of transactions: 30

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	26,712.10	.00	26,712.10
Grand Totals:	26,712.10	.00	26,712.10

2020 Licenses Needing Approval

All licenses on this list have insurance, bond, worker's comp, and have paid fee.

Date for Council Approval: 12/23/2019

- 1 Chesney Mechanical Group
- 2 Heating & Cooling Two, Inc.
- 3 Krinkies Heating & Air Conditioning Co
- 4 Larson Plumbing Inc
- 5 Classic Construction of Cedar Minnesota Inc
- 6 Hugo's Tree Care, Inc
- 7 Marissa Matthes dba Marissa's Massage Garage
- 8 Matthew Eisenhuth dba Bear Hugs LLC
- 9 PASC Inc. DBA Down Under Liquor Store - **Liquor**
- 10 PASC Inc. DBA Down Under Liquor Store - **Tobacco**



City of

200 Civic Heights Circle
Circle Pines, MN 55014
Office: (763) 784-5898
TDD: (763) 784-9724

CIRCLE PINES

Fax: (763) 785-2859
www.ci.circle-pines.mn.us

Agenda Item 6a6

Memo

To: City Council Members
From: Patrick Antonen 
Date: December 19, 2019
Re: Setting 2020 Garbage and Recycling Rates

2020 is the fifth year of our five-year contract with Waste Management. You will see enclosed the 1.5% rate increase that is a part of the contract.

The requested action is for the council to adopt the proposed rates.

PA

Enclosure: (1) Proposed 2020 Garbage and Recycling Rates -

Centennial Utilities Rate & Fee Schedule

Water Rates and Fees

Residential & Commercial Meter Sizes	Monthly Flat Rate	Effective Date
Less than 1.5" Without AMR	\$9.00 \$31.00	1/1/18 1/1/18
1.5 Meter	\$10.00	1/1/18
2" Meter	\$14.00	1/1/18
3" Meter	\$14.50	1/1/18
4" Meter	\$19.50	1/1/18
6" Meter	\$22.50	1/1/18

Volumetric Water Rates Based on Monthly Usage

RESIDENTIAL (with 1 meter)			APARTMENT/COMMERCIAL / TH 4+		
Tier	Rate per 1,000	Effective Date	Tier	Rate per 1,000	Effective Date
0 – 6,000	\$2.30	1/1/18	0 – 6,000	\$2.30	1/1/18
6,001 – 12,000	\$2.60	1/1/18	6,001 – 12,000	\$2.60	1/1/18
12,001 – 24,000	\$2.95	1/1/18	12,001 – 24,000	\$2.95	1/1/18
24,001+	\$3.85	1/1/18	24,001 +	\$3.85	1/1/18

Commercial Bulk Water Sales	\$800 deposit +\$25 per month fee+ \$2.00/1,000 Gallons
Water Reconnection Fee	Standard labor rates apply
Water Access Charge	\$1800 per residential equivalency (REC)
Water Access Charge-Filtration Plant	\$1450 per residential equivalency (REC)
New Residential Water Connection Charge	\$100 + 1.00 surcharge +WAC
New Commercial Water Connection Charge	\$100 + 1.00 surcharge +WAC
Connection to Residential Repair	\$100 + 1.00 surcharge
Connection to Commercial Repair	\$100 + 1.00 surcharge

Sewer Rates and Fees

RESIDENTIAL					APARTMENT/COMMERCIAL				
Tier	Monthly Flat Fee	Effective Date	Rate per 1,000	Effective Date	Tier	Per REC Monthly Fee	Effective Date	Rate Per 1,000	Effective Date
0 – 6,000	\$12.50	1/1/18	\$4.20	1/1/18	0 – 6,000	\$21.50	1/1/18	\$4.20	1/1/18
6,001 – 12,000	\$12.50	1/1/18	\$4.50	1/1/18	6,001 – 12,000	\$21.50	1/1/18	\$4.50	1/1/18
12,001 – 24,000	\$12.50	1/1/18	\$4.90	1/1/18	12,001 – 24,000	\$21.50	1/1/18	\$4.90	1/1/18
24,001 +	\$12.50	1/1/18	\$5.20	1/1/18	24,001 +	\$21.50	1/1/18	\$5.20	1/1/18

Met Council Sewer Access Charge (SAC)	\$2,485
Local Sewer Access Charge (SAC)	\$1,500 per residential equivalency (REC)
New Residential Sewer Connection Charge	\$100 + 1.00 surcharge +SAC
New Commercial Sewer Connection Charge	\$100 + 1.00 surcharge +SAC
Connection to Residential Repair	\$100 + 1.00 surcharge
Connection to Commercial Repair	\$100 + 1.00 surcharge

Storm Sewer Rates and Fees

Rate Class	Monthly Flat Fee	Effective Date
Residential/Commercial	\$6.50/residential equivalency (REC)	1/1/15

Natural Gas Rates and Fees

Type of Service	Distribution Rates	Effective Date
Residential	.285/ccf*	1/1/13
Commercial/No Service	.255/ccf*	1/1/13
Commercial/Service	.285/ccf*	1/1/13
Small Volume Interruptible	Set Monthly	
Large Volume Interruptible	Set Monthly	
Municipal/State	.225/ccf	1/1/13

Meter Fees	Monthly Fee	Effective Date
Residential		
Blaine	\$10.50	1/1/16
Circle Pines	\$11.50	1/1/17
Lino Lakes	\$10.50	1/1/16
Commercial		
Less than 800/ccf	\$20.00	1/1/13
800 up to 2,000/ccf	\$45.00	1/1/13
2,000 up to 5,000/ccf	\$75.00	1/1/13
5,000/ccf plus	\$100.00	1/1/13
BPI per unit	\$50.00	1/1/13

Small Volume Interruptible	\$125.00	1/1/13
Large Volume Interruptible	\$200.00	1/1/13
Municipal/State	\$18.00	1/1/13

*Customers who did not pay the per foot installation charge for a natural gas service line will pay \$4.285 for the first ccf and the listed rate for every ccf thereafter.

Natural gas operating funds in a deficit cash position on December 31 will have added to their distribution rate a surcharge of \$0.03/ccf for residential customers and \$0.01/ccf for all other customer types.

Franchise fees will be shown as a separate line item on the gas portion of the bill. The amount collected will be a direct pass through of the amount charged by the customers' city.

Purchased gas costs will be billed as a pass through cost, which rate is to be set monthly.

The rates listed for the above services are not designed to guarantee continuous service.

Installation Fees

Circle Pines - \$450 first 40 feet plastic lines, \$8 per foot over 40 feet
 Franchise Areas – Recovered in rates
 Frost Charges - \$10 per foot all areas

Labor Rate .5 Hour \$53.00 1 Hour 106.00
 There is a one-half hour minimum and charges will be billed to the nearest one-quarter hour. After hours: \$154.50/hour with a two-hour minimum (\$309.00) After hours rates apply from 9 p.m. to 7 a.m. Monday – Thursday, and after 3:30 p.m. Friday until 7 a.m. Monday.

Reconnection/Non-Delinquent .5 Hour Labor Charge

Disconnect/Reconnection Charge 10% of the balance that is due. After normal working hours (8 a.m. to 4:30 p.m.) 1 hour labor charge at above rates plus 10% of the balance that is due.

Garbage Rates – Effective January 1, 2019-2020

Container Size	Monthly Rate	Senior Rate/Income Driven
35 Gallon	\$9.34 <u>9.48</u>	\$8.22 <u>8.36</u>
64 Gallon	\$13.21 <u>13.35</u>	\$11.66 <u>11.80</u>
96 Gallon	\$18.52 <u>18.66</u>	\$16.34 <u>16.48</u>

Garbage Disconnection fee \$15 see policy 17

Recycling Rate – Effective January 1, ~~2019~~2020

Monthly Rate ~~\$3.46~~3.54

Senior Monthly Rate ~~\$3.02~~3.10

Yard Waste

Seasonal Weekly Pickup \$85.00

Curbside disposal of bagged yard waste is \$3.00 per bag.

Miscellaneous Charges

NSF Charge \$30

Revision: 01-

~~2019~~

Effective: January 1, ~~2019~~2020



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Agenda Item 6b

Memo

To: City Council Members
From: Patrick Antonen 
Date: December 19, 2020
Re: Review Plans and Specifications for 2020 Street Project

Eric Eckman from WSB has provided a memo detailing the plans and specifications for your review and consideration at the meeting. In addition, you will find enclosed Resolution No. 2019-26, which approves the plans and specifications and authorizes bidding.

The requested action is for the council to accept the plans and specifications and approval of the attached resolution.

PA

Enclosure: (1) Proposed Resolution No. 2019-26

Memorandum

To: City Council Members

From: Eric Eckman, PE



Date: December 23, 2019

Re: Approval of Plans and Specification for 2020 Street and Utility Improvement Project
WSB Project No. R-013714-000

Plans and specification (95%) for the 2020 Street and Utility Improvement Project are attached for your review and approval. The attached plan set was submitted to State Aid for their review on December 12th, 2019. Minor comments were received and will be addressed prior to final acceptance by State Aid and final plans being uploaded for bidding purposes.

The plan and specification preparation was authorized on September 10th, 2019 after the feasibility report was accepted and a public hearing was held in accordance with the 429 process.

The proposed improvements include full public utility replacement (sanitary, water, storm) and street replacement along Center Road between Crossway Drive and North Road, Stardust Boulevard 200' west of Aurora Land to 150' west of Center Road, Moonlite Drive, Aurora Lane, and North Star Lane. Proposed Improvements also consist of pavement reclamation and spot curb and gutter replacement along Civic Heights Drive just west of Shady Way to Pine Drive, Pine Drive from South Drive to Lake Drive, and Shepherd Court. Civic Heights Circle is also proposed to be reclaimed and repaved as an alternate bid. The improvement proposed are in line with what was proposed in the feasibility report that was received by Council at the August 13th, 2019 meeting. It is anticipated that the project would begin construction in May of 2020 and be substantially complete in late October of 2020.

A utility coordination meeting was held on November 18th, 2019 to inform private utilities of the project and potential conflicts that may occur during construction. All that were present acknowledged the scope of the project and willing partners in making this a successful project.

Minor plan revisions will be made prior to uploading the project for bids. If there are any significant changes from the set that you approve, if you so choose, communication will be provided to the Council to ensure you are aware of the changes. It is my recommendation as the City Engineer to approve the plans and specifications and authorize bids for the 2020 Street and Utility Improvement Project. The planned bid date would be Wednesday, January 29th, 2020. This date ensures that the project will be advertised for the 21-day requirement with the first publication in the official paper being Tuesday, January 7th, 2020.

RESOLUTION NO. 2019-26

**STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF CIRCLE PINES**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISING FOR BIDS 2020 STREET PROJECT**

WHEREAS, pursuant to a resolution passed by the City Council on September 10, 2019 the city engineer has prepared plans and specifications for the improvement of Center Road between Crossway Drive/Stardust Boulevard and North Road, Stardust Boulevard between Aurora Lane and Center Road, North Star Lane, Aurora Lane, and Moonlight Drive in their entirety by full reconstruction. It also includes a partial reconstruction of Civic Heights Drive West of Shady Way to Pine Drive, Pine Drive from Lake Drive to South Drive, Shepherd Court and Civic Heights Circle and to assess the benefited property for all or a portion of the cost of the improvement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Circle Pines, Minnesota as follows:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper and in the Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the clerk until **10:00** a.m. on January 29, 2020 at which time they will be publicly opened in the council chambers of the city hall by the city clerk and engineer, will then be tabulated, and will be considered by the council at 7:00 p.m. on February 12, 2020, in the council chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for five percent of the amount of such bid.

Adopted by the council this 23rd day of December, 2020.

Dave Bartholomay, Mayor

(SEAL)

ATTEST:

Patrick Antonen, City Administrator



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Agenda Item 6c

Memo

To: City Council Members
From: Patrick Antonen *PA*
Date: December 19, 2019
Re: 2020 – 2022 Union Contract

Last spring we contracted with Springsted to conduct a wage and compensation study, the last one was done 15 years ago. Based on the results of the study the Salary Committee consisting of the Mayor and Utilities Chairman, met with the City Administrator over the past few months to discuss contract negotiations. The result of meetings with union representatives has concluded with an accepted agreement.

The following pages are a summary of the changes to the contract. The wage increase puts the public works employees in line with the recommended salary schedule from the wage and compensation study. The cost of living adjustments over the next three years are: 3%, 2.75% and 2.75%. This is consistent with the increases I have seen for public employees in the metro area.

The action recommended is for the City Council to authorize the administrator to enter into the contract and Memorandums of Understanding based on the terms outlined above. Such action would be subject to similar approval by the city council.

Let me know if you have any questions.

PA



City of

CIRCLE PINES



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Ci

784-6751

**City of Circle Pines/Centennial Utilities & Local 49
Tentative Agreement
12-12-19**

1) Duration

3-year agreement effective January 1st, 2020 through December 31st, 2022.

2) Article XIX-Insurance

Increase Employer contribution by \$25 per month(\$1,150 total per month) starting January 1, 2020 and proposes that the employer cover the 2021 & 2022 health insurance increases (up to \$50 per month starting January 1, 2021 and up to \$50 per month starting January 1, 2022.) The employees will cover any additional monthly increases for 2021 & 2022 (above the \$50/per month each year.) If the increase is under \$50/per month the monthly contribution will match the increase amount (i.e. – if the health insurance premium increases \$15 in 2021 then the employer will only increase the contribution by \$15).

3) Article XXII-Wages

3% increase in the base wage 2020
2.75% increase 2021
2.75% increase 2022

Plus a market rate adjustment January 1, 2020 of \$0.57

Wage Scale:

MAINTENANCE WORKER

	3.00%
	1/1/2020
Step 1	\$25.64
Step 2	\$25.96
Step 3	\$26.74
Step 4	\$28.02
Step 5	\$30.25

	2.75%
	1/1/2021
Step 1	\$26.35
Step 2	\$26.67
Step 3	\$27.48
Step 4	\$28.79
Step 5	\$31.08

	2.75%
	1/1/2022
Step 1	\$27.07
Step 2	\$27.40
Step 3	\$28.24
Step 4	\$29.58
Step 5	\$31.93

22.3 Gas Specialty Pay

\$4.00 per hour 1/1/2020

\$4.15 per hour 1/1/2021

\$4.25 per hour 1/1/2022

22.4 Gas Performance Payment

Increase Gas Performance Pay to \$1875 January 1, 2020

Increase Gas Performance Pay to \$1950 January 1, 2021

Increase Gas Performance Pay to \$2025 January 1, 2022

22.5 Shift Differential

\$0.45 per hour 1/1/2020

\$0.46 per hour 1/1/2021

\$0.48 per hour 1/1/2022

4) Article XXIII-Standby Pay

23.1 - Increase Standby Pay to \$51.50 January 1, 2020

Increase Standby Pay to \$53.50 January 1, 2021

Increase Standby Pay to \$55.00 January 1, 2022

Increase Holiday Standby Pay to \$77.00 January 1, 2020

Increase Holiday Standby Pay to \$79.00 January 1, 2021

Increase Holiday Standby Pay to \$82.00 January 1, 2022

5) Article XXVI-Acting Pay

\$1.50 per hour 1/1/2020

\$2.00 per hour 1/1/2021

\$2.50 per hour 1/1/2022

6) Mechanics LOU – Increase to \$400



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Agenda Item 6d

Memo

To: City Council Members
From: Patrick Antonen 
Date: December 19, 2019
Re: Non-Union Salary Resolution

Please find enclosed Resolution No. 2019-25 that would provide benefits and adopt the non-union salary schedule for 2020. This mirrors the 2020 union contract of a 3 percent increase effective January 1st and an increase of health benefits up to \$1,150 monthly.

The salary committee has met during the negotiations process to go over these increases.

Based on a positive report from the salary committee, the requested action is the adoption of the proposed resolution.

PA

RESOLUTION NO. 2019-25

**STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF CIRCLE PINES**

A RESOLUTION ESTABLISHING THE 2020 SCHEDULE OF PAY AND COMPENSATION.

WHEREAS, it is necessary for Centennial Utilities and the City Council to make periodic adjustments in such plan; and

WHEREAS, the Utilities Commission and City Council desire to establish fair and equitable pay practices; and

WHEREAS, the Salary Committee has reviewed the recommendations of the City Administrator and is making the attached recommendations; and

WHEREAS, the City Council concurs with the recommendations of the Salary Committee;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Circle Pines does hereby provide:

Section 1

Pay Plan Adopted

The attached Pay and Compensation schedule is hereby adopted to be effective January 1, 2020.

Section 2

Collective Bargaining Agreements

Employees included in the collective bargaining agreement shall be compensated in accordance with that agreement as negotiated.

Section 3

Health Insurance

The Utility/City shall pay toward the cost of group health insurance for full-time and non-unionized employees at a rate of the lesser of the monthly cost of providing single health coverage, dental or \$1,150 per month. Eligible employees opting out of health insurance will receive the benefits as outlined in the Personnel Policy. Permanent part-time employees will receive insurance pro-rated on the hours worked the previous years. Employees covered by the collective bargaining agreement shall receive health and life insurance benefits in accordance with that agreement. In addition, the Utility/City shall pay the cost of family health coverage in full for positions with 5 years of Utility/City service and with job evaluation points of 475 or greater and 80 percent of premiums for job evaluation points between 350 and 475.

Adopted this 23rd day of December, 2019.

Dave Bartholomay, Mayor

ATTEST:

(SEAL)

Patrick Antonen, City Administrator

Effective 01/01/2020

HOURLY RATES

Increase: 3.00%

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
City Administrator	\$ 55.07	\$ 57.77	\$ 60.60	\$ 64.20	\$ 66.69	\$ 69.96	\$ 73.38
Finance Director	\$ 46.90	\$ 49.20	\$ 52.65	\$ 54.14	\$ 56.79	\$ 59.58	\$ 62.49
Assistant City Admin-Public Services	\$ 46.90	\$ 49.20	\$ 52.65	\$ 54.14	\$ 56.79	\$ 59.58	\$ 62.49
Public works Superintendent	\$ 37.86	\$ 39.72	\$ 41.66	\$ 43.70	\$ 45.84	\$ 49.11	\$ 50.45
Parks Superintendent	\$ 34.02	\$ 35.68	\$ 37.43	\$ 39.25	\$ 41.19	\$ 43.21	\$ 45.32
Accounting Clerk/AP-Admin-PT	\$ 23.38	\$ 24.53	\$ 25.73	\$ 26.99	\$ 28.31	\$ 29.70	\$ 31.16
Utility Billing Clerk	\$ 23.02	\$ 24.23	\$ 25.44	\$ 26.66	\$ 27.87	\$ 29.08	\$ 30.29
Accounting Clerk - Payroll	\$ 23.38	\$ 24.53	\$ 25.73	\$ 26.99	\$ 28.31	\$ 29.70	\$ 31.16
Utilities Administrative Asst-PT	\$ 22.65	\$ 23.83	\$ 25.03	\$ 26.22	\$ 27.41	\$ 28.60	\$ 29.80
Administrative Support Specialist	\$ 22.65	\$ 23.83	\$ 25.03	\$ 26.22	\$ 27.41	\$ 28.60	\$ 29.80



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Agenda Item 6e

Memo

To: City Council Members
From: Patrick Antonen 
Date: December 19, 2020
Re: Encroachment Agreement with Magellan

During the construction of the Iron Enhanced Sand Filter (IESF) project we ran into an issue with an easement and encroachment of the Magellan pipeline which runs very close to our IESF. We ultimately ended up crossing the pipeline and therefore need to execute an agreement with Magellan. During the construction process we also found out the easement that Magellan had for this pipeline was incorrect. Their easement was roughly 20 to 25 feet to the west of where their pipe is actually located. Therefore we will need to amend their easement so it is in the correct location.

The requested action is for the council to approve the encroachment agreement and then subsequently approve the amended easement.

PA

Enclosure: (1) Encroachment Agreement

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and the City of Circle Pines, a municipal corporation, whose mailing address is 200 Civic Heights Circle, Circle Pines, Minnesota 55014, its successors, assigns and grantees (hereinafter called "**Owner**").

WITNESSETH:

WHEREAS, **Owner** represents and warrants that **Owner** owns all the certain land (hereinafter "**Owner's Land**"), described on attached **Exhibit "A"** and made a part hereof, per the _____ **Deed executed on the _____ day of _____, _____ and recorded in the records of _____ County, _____ on the _____ day of _____, _____ in Volume/Book _____, Page _____; and**

WHEREAS, **Magellan** is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor, (hereinafter referred to as the "**Easement**", whether or not rights were granted in one or more documents or acquired by operation of law). For purposes of this **Agreement** only, "**Magellan's Easement Tract**" shall be considered to be any area within Fifty (50) feet of any **Magellan Facilities**, unless a different right of way tract width is specifically described in the **Easement**, in which case such specified width shall define **Magellan's Easement Tract**. The land referenced in the **Easement** includes a portion of the Southwest Quarter (SW/4) of Section 25, Township 31 North, Range 23 West Anoka County, Minnesota, pursuant to those certain instruments recorded in the records of said county and state and described as follows:

- 1) Right of Way Agreement as to a pipe line or pipe lines dated June 25, 1959, from the Village of Circle Pines, a municipal corporation, in favor of Great Lakes Pipe Line Company (Magellan's predecessor in title), its successors and assigns, and filed for record as Document No. 800386 of the Anoka County Deed Records; and
- 2) Amendment to Right of Way dated _____ from the City of Circle Pines, a municipal corporation, in favor of Magellan Pipeline Company, L.P. filed for record as Document No. _____ of the Anoka County Deed Records

WHEREAS, for the purposes of this **Agreement** an "**Encroachment**" is defined as any use of the land within **Magellan's Easement Tract** by someone other than **Magellan**, which could interfere with **Magellan's Easement** rights or could create safety concerns related to **Magellan's Facilities** as more fully described in **Magellan's General Encroachment Requirements** as set

forth in attached **Exhibit “B”** and incorporated herein by reference. **Magellan does not permit or authorize any Encroachments unless specifically approved in a written agreement identifying all “Approved Encroachments”**; and

WHEREAS, **Owner** desires to obtain **Magellan’s** consent for one or more **Encroachments** on **Magellan’s Easement Tract**;

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Magellan**, subject to the following terms and provisions, hereby consents to the **Encroachments** listed below as **“Approved Encroachments”** described and limited pursuant to the following specified plan drawings, which were furnished by **Owner** to **Magellan** (**“Plan Drawings”**) and attached hereto as **Exhibit “C”**:

- 1) Plan Drawing North Site Utility Plan on project number R-010300-000 by WSB dated 9/4/19, as plotted May 23, 2019.

TERMS AND PROVISIONS

1. **Approved Encroachments.** The **Approved Encroachments**, as further identified, described and limited in the **Plan Drawings** as set forth in **Exhibit “C”** are limited to the following:
 - (a) One concrete pad with a control cabinet, connections and appurtenances that is 9 feet x 7 feet and approximately 3.5 feet from **Magellan’s** Facilities, Anoka County, Minnesota.
2. **No Other Encroachments.** Except for the **Approved Encroachments** as allowed by this **Agreement**, **Owner** shall not create, erect, place or construct any other **Encroachment** on, above or below the surface of the ground on **Magellan’s Easement Tract**, or change the grade or elevation of the ground surface within **Magellan’s Easement Tract** or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of **Magellan**.
3. **Magellan On-Site Representative.** Exclusive of Saturday, Sunday, and legal holidays, **Owner** shall notify **Magellan** a minimum of 48 hours in advance of any **Encroachment** activities on **Magellan’s Easement Tract** so that **Magellan** may arrange to have a representative present. At **Magellan's** option and at **Owner's** sole cost and expense, **Magellan's** representative may be on site during all **Encroachment** activities over or within ten feet (10') of the **Magellan Facilities** to confirm that no damage occurs to the **Magellan Facilities**. The presence of **Magellan's** representative or any verbal instructions given by such representative shall not relieve **Owner** of any liability under the **Easement** or this

Agreement, and will not change the terms of the **Easement** or this **Agreement**, which may only be changed by written agreement by authorized representatives of **Owner** and **Magellan**. If pipeline, coating, cathodic protection and/or any other repair of **Magellan Facilities** is required by **Magellan** or if the safety of the **Magellan Facilities** is jeopardized, in **Magellan's** sole judgment, **Owner** shall stop all construction activities on **Magellan's Easement Tract** until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of **Magellan's** on-site representative. Written notification of such construction activity shall be made to **MAGELLAN PIPELINE COMPANY, Clair Madsen, Damage Prevention & Maintenance Officer, (612) 750-1806, clair.madsen@magellanlp.com**, or such other representative of **Magellan**, which **Magellan** may from time to time designate.

4. **Protection of Magellan Facilities.** **Owner** shall protect the **Magellan Facilities** if excavating and backfilling become necessary within **Magellan's Easement Tract**. If excavating within 2 feet of any **Magellan** pipeline or when otherwise deemed necessary by **Magellan's** on-site representative, **Owner** shall perform any necessary digging or excavation operations by hand digging. **Owner** shall reimburse **Magellan** for all costs of having a representative of **Magellan** on-site during construction activities related to the **Approved Encroachments**.
5. **Breach.** If either **Owner** or **Magellan** breaches this **Agreement** and the non-breaching party commences litigation to enforce any provisions of this **Agreement**, the reasonable cost of attorneys' fees and expenses will be payable to the non-breaching party by the breaching party upon demand, for all claims upon which the non-breaching party prevails.
6. **Insurance.** **Owner** shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this **Agreement** insurance coverage described below with insurance companies acceptable to **Magellan** for work performed related to the construction of the **Approved Encroachments**. All costs and deductible amounts will be the responsibility and obligation of the **Owner** or its contractors and subcontractors. Prior to commencing any activities related to the construction of the **Approved Encroachments**, the **Owner** must deliver to **Magellan** certificate(s) of insurance, naming **Magellan Midstream Partners, L.P. and its Affiliates** as an additional insured. The limits set forth below are minimum limits and will not be construed to limit the **Owner's** liability:
 - (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.
 - (b) Commercial General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence; and for project specific, an annual aggregate of \$5,000,000. Coverage must include premises/operations, products/completed operations, and sudden and accidental pollution. **Magellan Midstream Partners, L.P. and its**

Affiliates (hereinafter defined), and its and their respective directors, officers, partners, members, shareholders, employees, agents, and contractors shall be included as additional insureds. The term “Affiliate(s)” as used herein means, with respect to Magellan Midstream Partners, L.P., any individual, corporation, partnership, limited partnership, limited liability company, limited liability partnership, firm, association, joint stock company, trust, unincorporated organization, governmental body, or other entity (collectively, a “Person”) that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Magellan Midstream Partners, L.P. The term “control” (including the terms “controlled by” and “under common control with”), as used in the previous sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Magellan Midstream Partners, L.P. or such Person, as applicable, whether through ownership of voting stock, ownership interest or securities, by contract, agreement or otherwise.

- (c) The Sudden and Accidental Pollution can be a separate, stand alone policy, but must still meet the \$5,000,000 minimum limit requirement. If the coverage is written on a claims-made policy form, the coverage must be maintained for two (2) years following completion of the work activities related to the Approved Encroachments.
 - (d) In each of the above policies, the **Owner** or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against **Magellan** and its affiliated companies.
 - (e) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the **Owner** or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
 - (f) In the event of a loss or claim arising out of or in connection with the construction of the **Approved Encroachments**, the **Owner** agrees, upon request of **Magellan**, to submit a certified copy of its insurance policies for inspection by **Magellan**.
 - (g) The **Owner** shall require all of its contractors and subcontractors for work related to the construction of the **Approved Encroachments** to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (d) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the **Owner**.
7. **Indemnification.** **Owner** will indemnify, save, and hold harmless **Magellan**, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees

(including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from **Owner's** breach of this **Agreement** or caused by or as a result of the construction, use, maintenance, existence or removal of the **Approved Encroachments** or **Other Encroachments** located on the **Magellan Easement Tract**. The presence of **Magellan's** representative or any instructions given by such representative will not relieve **Owner** of any liability under this **Agreement**, except to the extent that such liability results from **Magellan's** or its representative's gross negligence or willful misconduct.

8. **Damage or Loss.** **Owner** covenants that:

- (a) If at any time, in the sole opinion of **Magellan**, it becomes necessary for **Magellan**, to cross, occupy, utilize, move or remove all or portions of the **Approved Encroachments** placed on **Magellan's Easement Tract** or constructed pursuant to this **Agreement**, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or changing the size of a pipeline(s) and appurtenances on **Magellan's Easement Tract** and such activities by **Magellan** result in damage to or destruction of the **Approved Encroachments**, then repair, replacement or restoration of such **Approved Encroachments** shall be at the sole cost and responsibility of **Owner**.
- (b) If at any time, any encroachments belonging to or permitted by **Owner** which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on **Magellan's Easement Tract**, **Magellan** may at any time request **Owner** to remove such **Other Encroachments**, and if **Owner** refuses or fails to do so within a reasonable time, **Magellan's** may remove them from **Magellan's Easement Tract** to **Owner's Land** at **Owner's** expense, unless they are allowed to remain by a written agreement between **Magellan** and **Owner**. Should such removal activities by **Magellan** result in damage to or destruction of the **Other Encroachments**, then repair, replacement or restoration of such **Other Encroachments** shall be at the sole cost and responsibility of **Owner**, and such **Other Encroachments** may not be repaired, replaced or rebuilt on **Magellan's Easement Tract** without a written agreement between **Magellan** and **Owner**.
- (c) If during the exercise of the rights granted by the **Easement** or by this **Agreement**, the **Approved Encroachments** and **Other Encroachments**, if any, are damaged, destroyed or suffer loss of value, **Owner** agrees to release **Magellan**, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage to or loss of use of the **Approved Encroachments** and **Other Encroachments**, if any, caused by **Magellan**, its employees, agents and contractors.

9. **Magellan Rights.** **Magellan** and **Owner** agree that the existence of the **Approved Encroachments** or this **Agreement** does not constitute a waiver of **Magellan's** rights under the **Easement**. **Magellan** hereby reserves and **Owner** hereby grants and confirms all of **Magellan's** rights, title and estate as set forth in the **Easement**.
10. The terms and conditions of this **Agreement** will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.

By Its General Partner, Magellan Pipeline GP, LLC

By Its Undersigned Authorized Signatory:

By: _____

Name: _____

Date: _____

CITY OF CIRCLE PINES

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this ____ day of _____, 2019 personally appeared _____, to me personally known to be the Authorized Signatory for MAGELLAN PIPELINE GP, LLC, a Delaware limited liability company, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this ____ day of _____, 2012, personally appeared _____ to me known personally to be the _____ of City of Circle Pines, a municipal corporation, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said City of Circle Pines as the free and voluntary act and deed of said municipal corporation, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT “A”

OWNER’S LAND

Outlot A Village at Circle Pines in the Southwest Quarter of Section 25,
Township 31 North, Range 23 West

EXHIBIT “B”

GENERAL ENCROACHMENT REQUIREMENTS

(attached)

EXHIBIT “C”

PLAN DRAWINGS

(will be presented at 12/23/19 Council meeting)

EXHIBIT “B” TO ENCROACHMENT AGREEMENT, 1 of 4

<p>MAGELLAN PIPELINE COMPANY, L.P.</p> <p>General Encroachment Requirements</p> <p>A. GENERAL - These requirements define the minimum standards of practice for encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner) (herein referred to collectively as “Owner”) to pipeline corridors and rights of way (“Magellan’s Easement Tract”) owned or operated by Magellan Pipeline Company, L.P. (“Magellan”). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan’s Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan’s pipelines and facilities. Magellan’s Easement Tract for purposes of these General Encroachment Requirements shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called “Easement”), whether one or more, in which case such specified width shall define Magellan’s Easement Tract.</p> <p>1. Encroachment Definition. An “encroachment” is any use of the land within Magellan’s Easement Tract which could interfere with Magellan’s Easement rights or which could create safety concerns for Magellan pipelines and/or facilities located on Magellan’s Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan’s Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan’s Easement Tract.</p> <p>2. Magellan Representative Required On-Site. Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the Magellan pipelines or other facilities on</p>	<p>Magellan’s Easement Tract. For other activities of the Owner on the Magellan Easement Tract, the Magellan field representative shall determine whether Magellan’s continuous presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.</p> <p>3. Magellan’s Facilities. Magellan’s facilities include, but are not limited to, Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds and cathodic protection systems.</p> <p>4. Land Use Change - Notification. The landowner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan’s Easement Tract. Examples of such land use changes are:</p> <ul style="list-style-type: none"> • Change from pasture to cultivation • Change in depth of tilling (e.g. plowing deeper or deep-breaking the land) • Change in that terraces will be cut or re-cut • Change from agricultural use to residential, commercial or industrial use. • Change from residential to commercial or from commercial to industrial. <p>5. Governmental Regulations and Industry Guidelines. Owner must comply with all applicable laws and regulations, as well as Magellan’s policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See “Program Information” / “Best Practices”) and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping. In the event of a conflict between laws and regulations, Magellan’s policies and the Common Ground Alliance Best Practices, the following priority shall govern encroachments on Magellan’s Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.</p>	<p>B. MAGELLAN RIGHT OF WAY PRACTICE</p> <p>1. Personal Property and Fixtures To Be Kept Off of Magellan’s Easement Tract. In order to keep Magellan rights of way clear for operations, maintenance, inspection and emergency access, personal property and fixtures shall not be placed, stored or maintained on Magellan’s Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk and piles of materials.</p> <p>2. Encroachments Subject to Being Cleared From Magellan’s Easement Tract. Subject to the terms of its Easement (including right of way agreement[s] and other written agreements) , Magellan may keep Magellan’s Easement Tract clear of items that may hinder the exercise of Magellan’s rights to construct, operate, inspect, maintain, repair and access its pipelines and other facilities. Clearing of the Magellan’s Easement Tract shall include, but is not limited to the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan’s Easement Tract. Trees or other vegetation overhanging Magellan’s Easement Tract may be side-trimmed.</p> <p>C. ENCROACHMENT PLANNING</p> <p>1. Plan Review Required by Magellan. For any encroachment, Magellan must be provided project plans to review and approve, <i>prior to the encroachment occurring</i>, for purposes of damage prevention.</p> <p>2. Submission of Complete Plans. Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan’s engineering impact study and insufficient information could result in increased costs. Plans must include:</p> <ul style="list-style-type: none"> • A plan view of the project with the pipeline(s) location included. • An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Magellan pipeline(s). • A comprehensive utility /structure /grading plan depicting the relationship to the pipeline(s). • A proper legal description of the project location. • Complete landscaping plans. • Complete plans for backfilling and compaction of backfill material. <p>3. Plans Must Show Magellan’s Easement Tract, Pipelines and Facilities. All construction plans (prints) showing lands where all or any part of Magellan’s Easement Tract, any Magellan pipeline or facility is located must contain the</p>	<p>following:</p> <ul style="list-style-type: none"> • Location and depth of all Magellan pipelines and facilities • The width of Magellan’s Easement Tract • A standard warning statement <i>conspicuously displayed</i> containing the following language: <p style="text-align: center;">WARNING HIGH-PRESSURE PIPELINE(S) <i>Excavation and/or Construction Prohibited Without compliance with State One-Call AND Without Written Permission From MAGELLAN PIPELINE COMPANY, L.P.</i></p> <p>4. Written Encroachment Agreement Required. A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.</p> <p>5. Costs. Unless otherwise agreed in writing, all costs to Magellan that result from any encroachment should be paid by Owner. Such costs shall include, but not be limited to: modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling.</p> <p>6. Pipeline Integrity Inspection. Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan’s inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan’s assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any encroachments.</p> <p>7. Soil On Magellan’s Easement Tract -- Removing and Adding. No soil shall be removed from or added to Magellan’s Easement Tract without written authorization from Magellan. Any soil added must be clean (without contaminants, trash or debris) fill dirt and must be <i>limited in amount</i> so that the</p>	<p>resulting cover (vertical distance from the surface of the land to the top of Magellan’s pipeline) is not greater than eight feet (8’).</p> <p>8. Erosion Control Materials. Erosion-control materials may be allowed on Magellan’s Easement Tract for temporary periods of construction and restoration.</p> <p>9. Proof of Title to Property. Magellan may require Owner to provide proof of current ownership of the land where the proposed encroachment is to be located. Such proof may be in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.</p> <p>10. Subdivision Plat. Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy indicating the book and the page of the recording.</p> <p>11. Location and Approximate Depth of Pipelines. A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan’s Easement Tract shall take place without approval by Magellan.</p> <p>12. Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure. Vertical separation is defined in this document as the vertical distance between the outermost part of a Magellan pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).</p> <p>13. Construction Equipment Information. Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that will be used over or in the vicinity of the pipeline(s).</p> <p>D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS</p> <p>1. Risk of Loss and Damage. Owner shall bear the risk of loss, damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan’s Easement Tract and shall hold Magellan harmless</p>
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EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 2 of 4

<p>for damages, destruction of structures and for any consequential damages which may arise out of Magellan or its designees exercising Magellan's Easement rights or which may arise out of accessing Magellan's Easement Tract, pipelines or facilities.</p> <p>2. Buildings, Structures and Fences.</p> <p>a. Buildings and Structures. No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan's Easement Tract.</p> <p>b. Septic System not permitted. No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.</p> <p>c. Retaining Walls. Retaining walls are not permitted on Magellan's Easement Tract.</p> <p>d. Fences. No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.</p> <p>e. Requirements for Fences. If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:</p> <p>1) Not Parallel to Pipeline. No fence shall be allowed to be constructed parallel closer than 10 feet to any Magellan pipeline, within the boundaries of Magellan's Easement Tract.</p> <p>2) Fence Posts Location. No fence posts will be allowed to be within five (5) feet of any Magellan pipeline or facility.</p> <p>3) Gates Required. Magellan may require any fence constructed within the boundaries of Magellan's Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan's Easement Tract and/or facilities through such gates.</p> <p>4) Angle of Fence Crossing. It is preferred that fence crossings be as close to 90 degrees as possible.</p> <p>3. Landscaping, Elevation Changes and Water.</p> <p>a. Landscaping Definition. Landscaping shall include, but not be limited to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within</p>	<p>Magellan's Easement Tract.</p> <p>b. General Landscaping Requirements. The following are the general rules for landscaping on Magellan's Easement Tract:</p> <p>1) Written Approval. Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a written encroachment agreement. Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan's Easement rights.</p> <p>2) Trees Not Permitted. Trees are not permitted on Magellan's Easement Tract.</p> <p>3) Shrubs. Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan's Easement Tract.</p> <p>4) Irrigation Systems, Field Drain Lines, and Sidewalks. Irrigation systems, field drain lines and sidewalks that are to cross a Magellan pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document.</p> <p>c. No Water Bodies on Magellan's Easement Tract. Retention of water, including but not limited to, Livestock ponds, lakes, retention ponds, or wetlands may not be constructed or formed on Magellan's Easement Tract.</p> <p>d. Surface Grade and Elevation Changes. Surface grade or elevation changes must be reviewed and approved in writing by Magellan.</p> <p>4. Foreign Pipeline & Utility Crossings. No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p>a. Minimum Angle for Pipeline/Utility Crossing. Any foreign pipeline or utility that is proposed to cross a Magellan pipeline must cross the Magellan pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.</p> <p>b. Vertical Separation Requirements for Crossing. Foreign pipeline(s), utilities (except high-voltage lines – see below) or flow lines should cross Magellan pipeline(s) with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a Magellan pipeline is to cross below the Magellan pipeline.</p> <p>c. Warning Tape Required. When any foreign pipeline or utility line is proposed to cross a Magellan pipeline, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract</p>	<p>in the following manner:</p> <p>1) The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each Magellan pipeline that is crossed for a minimum distance which is the greater of:</p> <p>(a) a minimum distance of 20 feet on each side of the Magellan pipeline, or</p> <p>(b) across the entire width of Magellan's Easement Tract</p> <p>2) The placement of warning tape on each side of <i>Magellan</i> pipeline(s) will not be required for utility cables that are installed using the directional drill or jacking method.</p> <p>d. Crossings By Metal Pipelines or Conduits. Metallic pipe crossing Magellan pipeline(s) may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.</p> <p>e. Crossing Requirements. Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a minimum of 24-inches of vertical separation. All such lines must be covered with a <i>Concrete Slab</i> for the full width of the Easement Tract, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.</p> <p>f. Crossing Requirements For Lines Going Over a Magellan Pipeline. In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables cross <i>over</i> a Magellan pipeline, such line shall be encased in red concrete across the full width of Magellan's Easement Tract, unless a variance is granted by Magellan, as set forth below.</p> <p>g. Written Authorization for Variance. Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for</p>	<p>encasement of high-voltage electrical lines in red concrete.</p> <p>h. Utility Poles and Guy Anchors. Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any Magellan pipeline. Poles shall not be allowed to run parallel to a Magellan pipeline within the Magellan Easement Tract.</p> <p>i. Directional Drilling / Boring.</p> <p>1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> • Profile and plan showing location of entry and exit points • Work space required to perform the work • Mud containment and disposal sites <p>2) Owner shall positively locate and stake the location of Magellan's existing pipelines and other underground facilities, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to Magellan's existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all Magellan pipelines and other facilities resulting from drilling or boring operations.</p> <p>3) At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation.</p> <p>4) Pilot Hole.</p> <ul style="list-style-type: none"> • The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances herein does not relieve Owner from responsibility for safe operations or for damage to adjacent utilities and structures. • If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances: 	<ul style="list-style-type: none"> • Elevation of +0 feet and -15 feet • Alignment of +/-20 feet as long as it does not come to within 10 feet of Magellan's pipeline • Initial penetration of ground surface at exact location shown in the plan and profile drawings • Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings • Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula: Rdrilled = (Ldrilled/Aavg) x 180/r Where: Rdrilled =drilled radius over Ldrilled Ldrilled = length drilled; no less than 75 feet and no greater than 100 feet Aavg = total change in angle over Ldrilled • At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole. <p>5) Drilling Fluids.</p> <ul style="list-style-type: none"> • The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations. • Owner is responsible for obtaining, transporting and storing any water required for drilling fluids. • Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall <i>not</i> be disposed of by placing fluids on or under the surface of Magellan's Easement Tract. • Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If
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EXHIBIT “B” TO ENCROACHMENT AGREEMENT, 3 of 4

<p>the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.</p> <p>6) As-Built Drawing. Owner shall provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of Magellan’s pipeline.</p> <p>5. Roadway, Driveway, Railroad and Equipment Crossings. No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan’s Easement Tract.</p> <p>a. Pipeline Integrity Inspection. A pipeline integrity review shall be performed by Magellan as described in provision “6” under “C. <i>Encroachment Planning</i>” (above).</p> <p>b. Load Bearing and Stress Limit Requirements. Prior to any road, driveway, rail bed or equipment crossing construction, Magellan’s engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on Magellan’s pipeline or other facilities and must advise Owner of any additional requirements necessary to provide adequate protection.</p> <p>c. No Crossing Over Pipeline Bend. Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).</p> <p>d. Minimum Angle of Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 30 degrees.</p> <p>e. Pipeline Casing Issues. Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.</p> <p>f. Railroad Crossing Requirements. Railroads shall be installed with a</p>	<p>minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (see <i>Figures 1 and 3</i>):</p> <table border="1"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under track structure proper (Below bottom of rail)</td> <td>6.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>g. Roadway and Driveway Crossings. Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (see <i>Figures 2 and 4</i>):</p> <table border="1"> <thead> <tr> <th>Location of Pipeline</th> <th>Minimum Compacted Cover Over Top of Pipeline</th> </tr> </thead> <tbody> <tr> <td>Under roadway surface proper (Below surface of pavement)</td> <td>4.0 feet</td> </tr> <tr> <td>Under all other surfaces within the right of way or from the bottom of ditches</td> <td>3.0 feet</td> </tr> </tbody> </table> <p>h. Crossing Pipelines Transporting Highly Volatile Liquids. For Magellan pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.</p> <p>i. When Additional Depth Required. Depth greater than the minimum depths stated above may be required for a pipeline due to the combined stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.</p> <p>j. Temporary Roads and Equipment Crossings. Any such road or crossing must meet the following requirements:</p> <ul style="list-style-type: none"> • Must be located at a site approved by a Magellan field representative. • Must provide adequate protection for Magellan’s pipeline and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities. 	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under track structure proper (Below bottom of rail)	6.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline	Under roadway surface proper (Below surface of pavement)	4.0 feet	Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet	<ul style="list-style-type: none"> • Owner shall place Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing <p>k. Owner Required to Protect Magellan Pipelines. Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect Magellan pipelines, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.</p> <p>l. Heavy Equipment - Definition and Requirements. Heavy equipment shall be defined as vehicles having a <i>gross weight</i> in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a <i>gross weight</i> of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a <i>gross weight</i> in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.</p> <p>6. Parking Lots and Other Pavement.</p> <p>a. Parking Lot and Pavement Requirements. All parking lots and other pavement installed on Magellan’s Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.</p> <p>b. Pipeline Depth Under Parking Lot. The depth of Magellan’s pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous “Roadway, Driveway, Railroad, and Equipment Crossings” section above</p> <p>7. Waterway Crossings.</p> <p>a. Pipeline Depth Requirements. If Owner proposes to cross a Magellan pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in Magellan’s pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.</p> <p>b. Requirements for Waterway Crossings:</p> <ol style="list-style-type: none"> 1) Minimum Angle or Crossing. Crossings should be as close to 90 degrees to Magellan pipeline(s) as possible, but not less than 45 	<p>degrees.</p> <p>2) Vertical Separation Requirements for Waterway Crossing. Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of a Magellan pipeline, facility or appurtenance</p> <p>3) Adding Weight to Pipeline for Negative Buoyancy. Owner shall bear the cost of Magellan adding sufficient weight or mechanical devices to any Magellan pipeline crossed by a waterway in order to create negative buoyancy for such pipeline.</p> <p>8. Blasting.</p> <p>a. Magellan Written Approval Required – Plan To Be Submitted. Magellan must approve any proposed blasting operations that could affect its pipelines or facilities. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.</p> <p>b. Safety Considerations – Damage Prevention Plan. For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan’s “Damage Prevention Plan for Blasting Near Company Facilities”. A copy of said plan will be made available upon request.</p> <p>E. EXCAVATION NEAR MAGELLAN PIPELINES.</p> <p>1. STATE “ONE-CALL” REQUIRED. No excavation or activity listed in “A. <i>GENERAL - 1. Encroachment Definition</i>” above shall be performed by Owner in the vicinity of Magellan’s facilities or within Magellan’s Easement Tract until proper telephone notification has been made to the appropriate “One Call” system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have “One Call” laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of the Magellan’s pipeline facilities in the vicinity of the proposed encroachment.</p> <p>2. ONE-CALL NOTIFICATION. <i>The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state’s web site on 1/5/2004).</i> Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.</p>
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under track structure proper (Below bottom of rail)	6.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														
Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline														
Under roadway surface proper (Below surface of pavement)	4.0 feet														
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet														

EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 4 of 4

Current "ONE-CALL" numbers and information can be found on each state's "ONE-CALL" website:
 Arkansas - www.arkonecall.com/ - 800 482-8998
 Colorado - www.uncc2.org/ - 800 922-1987
 Illinois - www.illinois1call.com/ - 800 892-0123
 Iowa - www.iowaonecall.com/ - 800 292-8989
 Kansas - www.kansasonecall.com/ - 800 344-7233
 Minnesota - www.gopherstateonecall.org/ - 800 252-1166
 Missouri - www.mo1call.com/ - 800 344-7483
 Nebraska - www.ne-diggers.com/ - 800 331-5666
 North Dakota - www.ndonecall.com/ - 800 795-0555
 Oklahoma - www.callokie.com/ - 800 522-6543
 South Dakota - www.sdonecall.com/index.asp - 800 781-7474
 Texas - www.texasonecall.com/ - 800 245-4545
 Wisconsin - www.diggershotline.com/ - 800 242-8511

Alternatively, the National One-Call number - (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

3. Excavation Plan Approval. Owner shall submit to Magellan for its approval plans for any proposed excavation on the Magellan Easement Tract. No excavation on Magellan's Easement Tract shall be commenced until Owner has secured Magellan's written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).

4. Magellan Representative On-Site for Excavation. A Magellan representative must be on-site when an excavation is occurring on Magellan's Easement Tract (see provision "2" under "A. General" beginning on page 1).

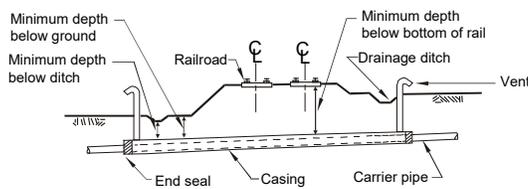
5. Removal of Side-Cutting Teeth from Equipment. Side-cutting teeth shall be removed from buckets of excavating equipment.

6. Parallel Excavating Required. When, in preparation for crossing any Magellan pipeline with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate a Magellan pipeline by use of mechanical means. Owner must perform such locating activity by excavating parallel to the Magellan pipeline with such mechanical means, but

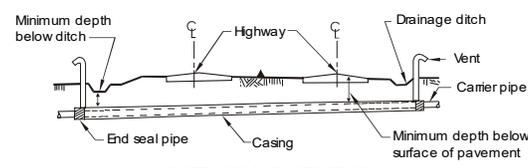
shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (see next provision).

7. Exposing Pipeline by Hand. Excavating within 2 feet of any Magellan pipeline shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any Magellan pipeline.

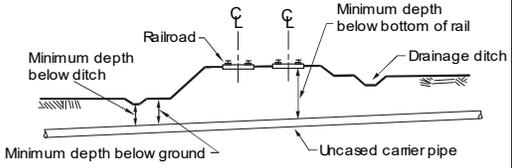
RAILROAD AND HIGHWAY CROSSINGS



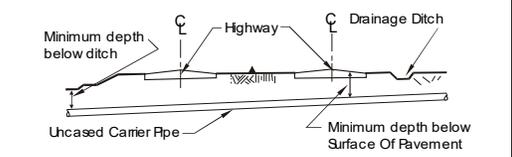
CASED RAILROAD CROSSING
FIGURE 1



CASED HIGHWAY CROSSING
FIGURE 2



UNCASED RAILROAD CROSSING
FIGURE 3



UNCASED HIGHWAY CROSSING
FIGURE 4

STATE OF MINNESOTA §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF ANOKA §

AMENDMENT TO RIGHT OF WAY CONTRACT

This *Amendment to Right of Way Contract* (hereinafter "**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is One Williams Center, OTC-8, Tulsa, Oklahoma 74172 (hereinafter called "**MPL**") and The City of Circle Pines, a municipal corporation, its successors, grantees and assigns (hereinafter called "**Owner**", whether one or more).

WHEREAS, **MPL** owns certain easement rights by virtue of its interest in the following described instruments (hereinafter referred to as the "**Easement**", whether one or more) as shown in Exhibit "A":

- 1) Right of Way Agreement dated June 25th, 1959, from Great Lakes Pipe Line Company (Magellan's predecessor in title) and The Village of Circle Pines, its successors and assigns, and filed for record as document number 800380; and

WHEREAS, **Owner** and **MPL** have agreed to amend the **Easement** to change the location of the easement on **Owner's** property as described in Exhibit "B" attached hereto and made a part hereof as if fully set forth herein;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, **Owner** does hereby GRANT and CONVEY to **MPL**, and **Owner** and **MPL** do hereby ALTER, CHANGE and AMEND the **Easement**, but only with respect to the property description of the **Easement**, said being hereby deleted, and the attached Exhibit "B" is hereby substituted in its stead for only portions of the **Easement** affected in Government Lot 2 of the Southwest Quarter (SW^{1/4}) of Section 25, Township 31 North, Range 23 West, Anoka County, Minnesota

Except as specifically set forth herein, all terms, conditions, representations, warranties and covenants of the **Easement** remain in full force and effect. To the extent any terms, conditions,

representations, warranties and covenants of the **Easement** conflict in any way, with the terms, conditions, representations, warranties and covenants of this **Agreement**, this **Agreement** shall control; said **Easement**, as amended by this Agreement, being hereby ratified and confirmed.

The terms and conditions of this **Agreement** will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.

MAGELLAN PIPELINE COMPANY, L.P.

THE CITY OF CIRCLE PINES

By Its General Partner, Magellan Pipeline GP, LLC
By Its Undersigned Authorized Signatory:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"
Original Easement

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One (\$1.00) dollar to it in hand paid by Great Lakes Pipe Line Company, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, The Village of Circle Pines, a municipal corporation, hereinafter styled Grantor, its successors and assigns, does hereby grant to Great Lakes Pipe Line Company, hereinafter styled Grantee, its successors or assigns, the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line or pipe lines and appurtanances for the transportation of oil or oil products, gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication and control facilities along a route to be selected by Grantee with the right of ingress and egress at convenient points to and from said facilities or any of them for the purposes aforesaid on, over and through certain lands situate in the County of Anoka and State of Minnesota and described as follows:

A certain strip or parcel of land lying and being situated in Government Lot 2 of the SW $\frac{1}{4}$ of Section 25, Township 31, range 23, Anoka County, Minnesota, said strip or parcel being 10 feet in width, that is to say 5 feet on either side, measured at right angles, from the following described center line; Commencing at the Southwest corner of said Section 25; thence Easterly along the South line of said section a distance of 1,334.2 feet to a point; thence Northerly, making an angle of 90°47'19" to the left from last described course, along a line that is parallel to and 9.2 feet distant easterly, measured at right angles from the West line of Block 2, of Circle Pines Golden Lake West Addition Part II, a distance of 832.4 feet to the point of beginning of this description, said point being on the North line of Lot 1 of said Block 2; thence Northeasterly making an angle of 2°00'20" to the right from the last described course a distance of 931.3 feet more or less to the point of ending on the southerly right of way line of U. S. Highway #8, said point being 12.7 feet southwesterly from the Northwest corner of Block A of Circle Pines Golden Lake North Addition Part 1.

And, over the Southeasterly 10 feet of the easement for the

connecting road lying adjacent and parallel to the southeasterly line of drainage ditch easement in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, of Section 25, Township 31, Range 23, Anoka County, Minnesota.

The said Grantor its successors and assigns may use and enjoy the said premises except as inconsistent with the rights herein given Grantee, its successors and assigns. Grantors agree not to build, create or construct any obstruction, engineering works, or other structures over said pipe line or pipe lines, or permit it to be done by others.

Dated at Anoka, Minnesota, this
25th day of June, 1959.

VILLAGE OF CIRCLE PINES

BY Carl W. Eck Mayor

BY Thomas J. King Clerk

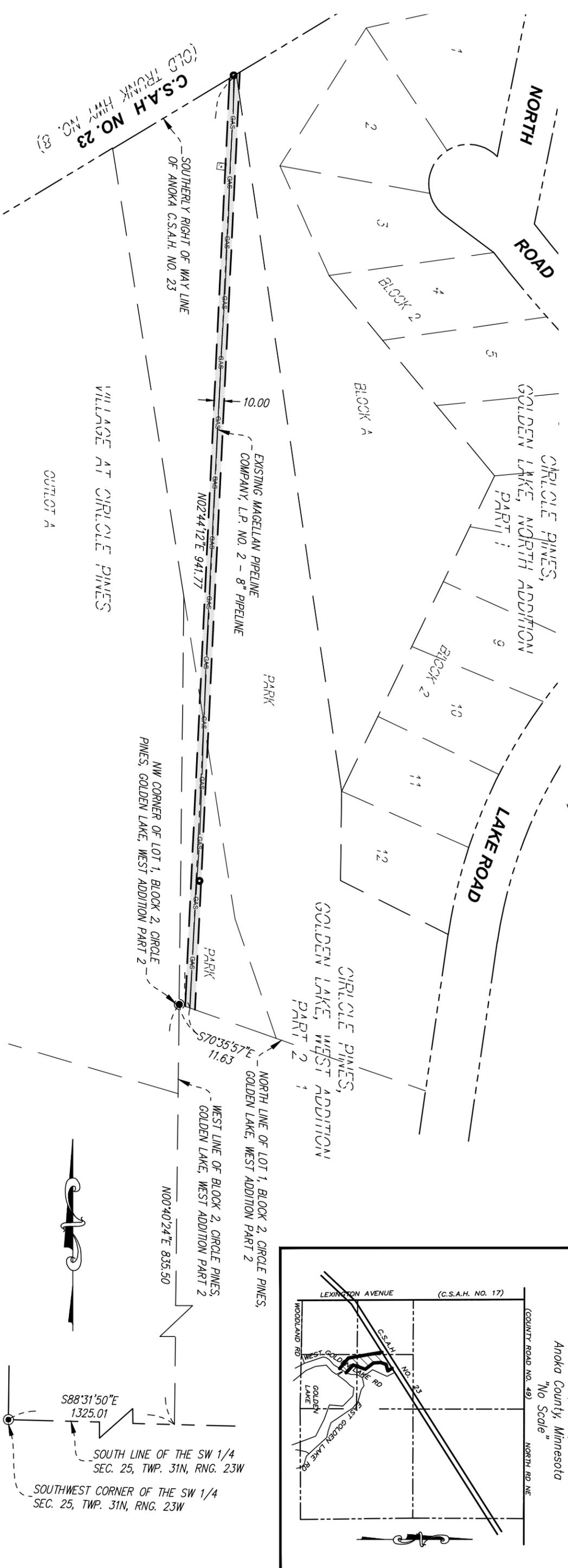
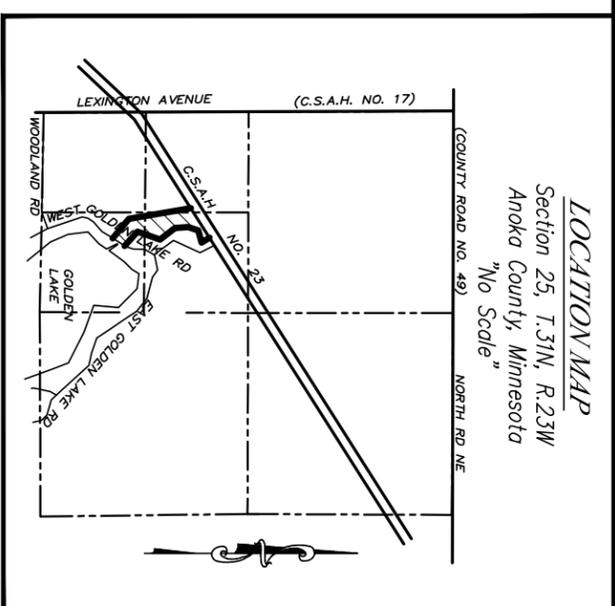
Exhibit "B"
Corrected Easement Description

That part of the Southwest Quarter of Section 25, Township 31 North, Range 23 West, Anoka County, Minnesota lying 5 feet on each side of the center line of the Minneapolis to Duluth No. 2-8" pipeline of Magellan Pipeline Company, L.P. The centerline of said pipeline is described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 31 minutes 50 seconds East, assumed bearing, along the south line of said Southwest Quarter, a distance of 1325.01 feet, more or less, to the west line of Block 2 of CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2; thence North 00 degrees 40 minutes 24 seconds East, along said west line of Block 2, a distance of 835.50 feet, more or less, to the northwest corner of Lot 1, Block 2 of said CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2; thence South 70 degrees 35 minutes 57 seconds East, along the north line of said Lot 1, a distance of 11.63 feet to the point of beginning of the centerline to be described; thence North 02 degrees 44 minutes 12 seconds East, a distance of 941.77 feet; more or less, to the southerly right of way line of Anoka County State Aid Highway No. 23 and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate at the north line of said Lot 1 Block 2, CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2 and said southerly right of way line of Anoka County State Aid Highway No. 23.

ANOKA COUNTY, MINNESOTA



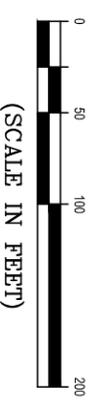
PROPOSED EASEMENT DESCRIPTION:

That part of the Southwest Quarter of Section 25, Township 31N, Range 23W, Anoka County, Minnesota lying 5 feet on each side of the center line of the No. 2 - 8 inch pipeline of MAGELLAN PIPELINE COMPANY, L.P.. The centerline of said pipeline is described as follows:
 Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 31 minutes 50 seconds East, assumed bearing, along the south line of said Southwest Quarter, a distance of 1325.01 feet, more or less, to the west line of Block 2 of CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2; thence North 00 degrees 40 minutes 24 seconds East, along said west line of Block 2, a distance of 835.50 feet, more or less, to the northwest corner of Lot 1, Block 2 of said CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2; thence South 70 degrees 35 minutes 57 seconds East, along the north line of said Lot 1, a distance of 11.63 feet to the point of beginning of the centerline to be described; thence North 02 degrees 44 minutes 12 seconds East, a distance of 941.77 feet; more or less, to the southerly right of way line of Anoka County State Aid Highway No. 23 and said centerline there terminating.
 The sidelines of said easement shall be prolonged or shortened to terminate at the north line of said Lot 1 Block 2, CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2 and said southerly right of way line of Anoka County State Aid Highway No. 23.

The above described easement lies within Blocks A and B, CIRCLE PINES, GOLDEN LAKE, NORTH ADDITION, PART 1 and within the Park dedicated on the plat of CIRCLE PINES, GOLDEN LAKE, WEST ADDITION, PART 2.

LEGEND

- DENOTES FOUND ANOKA COUNTY LAND CORNER MONUMENT
- DENOTES FOUND REBAR
- DENOTES EXISTING PIPELINE MARKER POST



ISSUE	BY	DATE	DRAWN BY	DCH	7/10/19
1 ORIGINAL DRAWING	DCH	7/10/19		KJR	7/22/19
2 REVISIONS TO TOWNSHIP AND RANGE DESIGNATIONS	KJR	8/6/19			
			PROJECT ENGINEER		
			SECTION HEAD		
			APPROVED BY		

MAGELLAN PIPELINE COMPANY, L.P.
 TULSA, OKLAHOMA

CERTIFICATE OF SURVEY SHOWING MAGELLAN EASEMENT TRACT
 PT. OF GOVT. LOT 2 - SEC. 25, TWP 31N, RNG. 23W
 ANOKA COUNTY, MINNESOTA

I hereby certify that this plan, specification, 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.

Print Name: Kyle J. Roddy License # 42627
 Signature: Date: 8/6/2019

DATE PREPARED: 07/22/19	<p>PERFORMANCE DRIVEN DESIGN. LTBdesign.com</p>
PROJ NO: 190401	
FILE: 190401.dwg	
SHEET 1 of 1 SHEETS	