CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	11/10/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-137	
AGENDA TITLE	Approval of two encroachment agreements with CVR Energy for their natural gas pipe line.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Superintendent of Engineering	
FISCAL INFORMATION	**COST AS RECOMMENDED:**	N/A
	BUDGET LINE ITEM:	N/A
	BALANCE AVAILABLE	N/A
	NEW APPROPRIATION REQUIRED:	[ ] Yes [x] No
PURPOSE	To approve two encroachment agreements with CVR energy to allow the construction of a Natural Gas pipeline across the electric easement along the east side of sunflower.	
BACKGROND	CVR Energy is working to build a natural gas pipeline to provide natural gas for the Coffeyville refinery. We have over the past year approved an easement across city property and granted an access agreement allowing them to cross city property to access their pipeline. As design and investigation continued, it became apparent that the pipeline needs to cut across the 100' wide electric easement in two places. The attached exhibits and agreement allow for them to encroach on our easement in order to build and maintain the pipeline.	
SPECIAL NOTES		

ANALYSIS	
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the two encroachment agreements for CVR Energy.
REFERENCE DOCUMENTS ATTACHED	Encroachment on City Easement CVR -003 (CRRM 11-03-15).doc, Encroachment on City Easement CVR -003 (CRRM 11-03-15) Exhibit A.pdf, Encroachment on City Easement CVR -009A (CRRM 11-03-15).doc, Encroachment on City Easement CVR -009A (CRRM 11-03-15) Exhibit A.pdf, Encroachment on City Easement CVR Rolution.doc

RESOLUTION NO. R-15-137

A RESOLUTION TO AUTHORIZE APPROVAL OF TWO EASEMENT ENCROACHMENT AGREEMENTS WITH CVR ENERGY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized to execute two encroachment agreements in favor of Coffeyville Resources Refining & Marketing, LLC, for constructing a natural gas pipeline across City electric easements.

ADOPTED THIS 10th DAY OF NOVEMBER 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

ENCROACHMENT ON EASEMENT AGREEMENT

WHEREAS, the City of Coffeyville ("City") is the owner of an easement in Montgomery County, State of Kansas, which is described and recorded in Book 53, Page 296, of the Official Records of Montgomery County, Kansas ("Easement"); and

WHEREAS, Coffeyville Resources Refining & Marketing, LLC ("Owner") desires permission to construct, operate and maintain a 10 inch steel natural gas pipeline ("Encroaching Facility") within the boundaries of the Easement ("Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner do hereby agree as follows:

1. Construction and Location of Encroaching Facility. Owner may construct, operate, maintain, repair, and replace the Encroaching Facility in the Easement Area only as described and shown on the attached drawing, marked Exhibit "A" and incorporated herein. Owner may not relocate the Encroaching Facility within the Easement Area without the consent and approval of City, which consent and approval shall not be unreasonably denied. Maintenance and repairs may be made to the Encroaching Facility without the consent and approval of City so long as such maintenance and repairs are performed in conformity with the requirements shown on Exhibit "A" hereto.

2. Restrictions on Use of Easement Area. Owner shall use only so much of the Easement Area as may be necessary to construct, operate, maintain and repair the Encroaching Facility. Owner shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, Owner shall remove all debris and other materials from the Easement Area, excluding the Encroaching Facility itself, and restore the Easement Area to the same condition it was in prior to the commencement of Owner's construction thereon or in proximity thereto. Owner shall not place upon the Easement Area any improvements not stated herein, including but not limited to, buildings, parking, light standards, shrubs, trees or signs unless approved in advance in writing by City.

3. Maintenance of Encroaching Facility. Owner, at Owner's sole expense, shall maintain and operate the Encroaching Facility. City shall not, under any circumstances, be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Owner's Encroaching Facility.

4. Risk and Liability. Owner assumes all risks and liability resulting or arising from or relating to Owner's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that City shall not be liable for any damage to the Encroaching Facility as a result of City' use or enjoyment of its Easement. Any City property damaged or destroyed by Owner or its agents, employees, lessees, invitees, contractors or subcontractors shall, upon notice to Owner, be repaired or replaced by City at Owner's expense.

5. Indemnification. Owner agrees to defend, indemnify and hold harmless City, its officers, agents, employees, representatives, contractors, subcontractors, associates, affiliates and successors-in-interest from and against any and all claims,

demands, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorney's fees and court costs) for personal injury (including death), property damage or other harm for which recovery of damages is sought in connection with Owner's negligent actions or omissions when such negligent actions or omissions relate to Owner's use of the Easement Area or the presence of the Encroaching Facility within the Easement Area. The above agreement of indemnification specifically includes, but is not limited to, Owner's agreement to indemnify City for all damages to personal property, including vehicles, within or upon the Encroaching Facility during emergency situations.

6. Notice. Owner must notify City at (620) 252-6020, at least 48 hours prior to beginning any work on the Easement Area.

7. Termination. This agreement shall terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon Owner and its successors and assigns and shall not constitute nor be interpreted as a waiver of any rights held by City under its Easement.

APPROVAL: City of Coffeyville

By:_____
Name: Christopher V. Williams
Title: Mayor
Date of Acceptance: _____

Coffeyville Resources Refining & Marketing, LLC

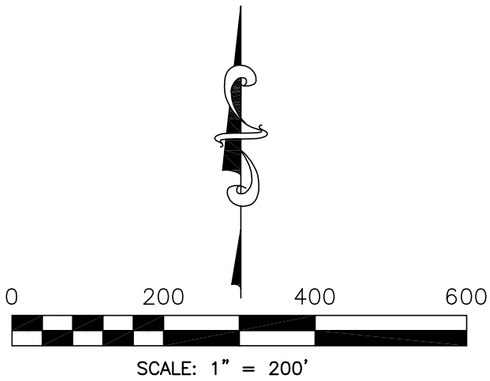
By: _____
Name: Robert W. Haugen
Title: Executive Vice President, Refining Operations

EASEMENT EXHIBIT A CVR–NG–003

EASEMENT DESCRIPTION

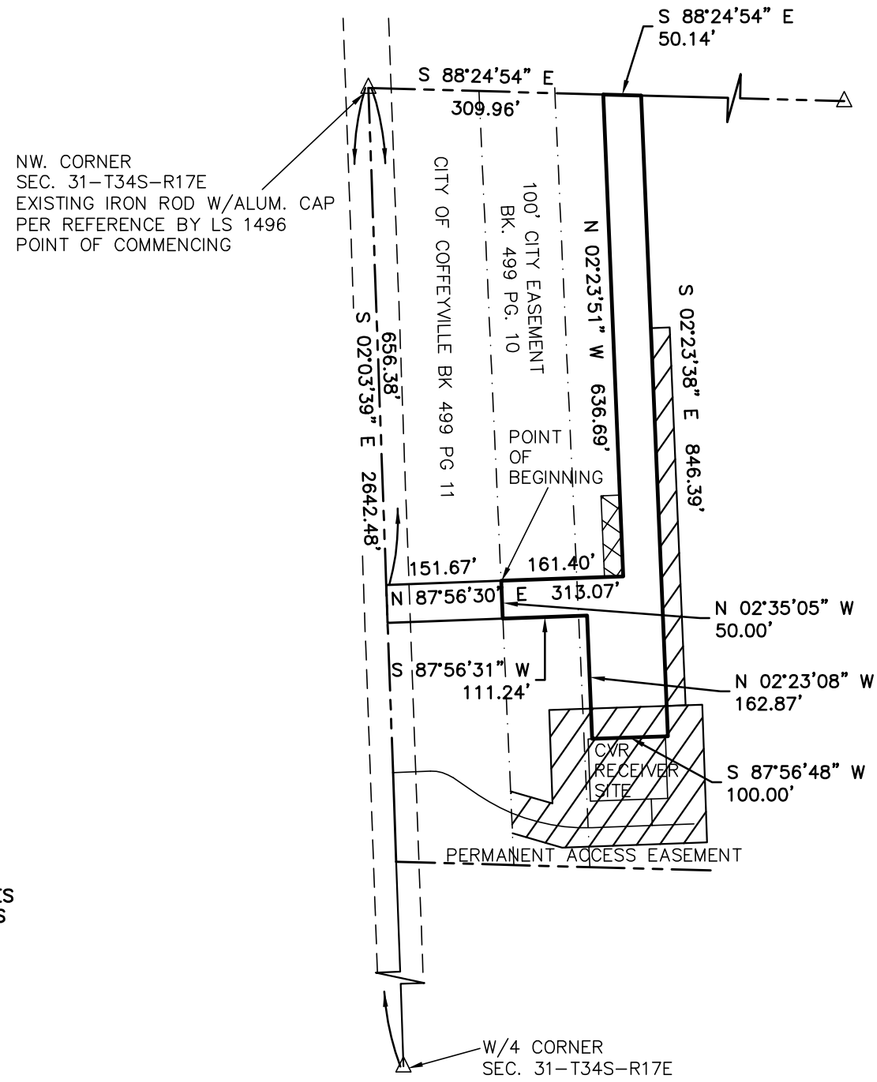
CVR–NG–003 EASEMENT (Written by William A. Booe, LS 1046, 6–23–2015)

A tract of land located in a portion of Lot 3 of Section 31, all in Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, more particularly described as follows: Commencing at the Northwest corner of said Section 31; thence S 02°03'39" E along the West line of said Lot 3 a distance of 656.38 feet; thence N 87°56'30" E a distance of 151.67 feet to the East line of a tract of land deeded to the City of Coffeyville as recorded in Deed Book 499, Page 11 and the point of beginning; thence N 87°56'30" E a distance of 161.40 feet; thence N 02°23'51" W a distance of 636.69 feet to the North line of said Lot 3; thence S 88°24'54" E along said North line a distance of 50.14 feet; thence S 02°23'38" E a distance of 846.39 feet; thence S 87°56'48" W a distance of 100.00 feet; thence N 02°23'08" W a distance of 162.87 feet; thence S 87°56'31" W a distance of 111.24 feet to the East line of said City of Coffeyville tract; thence N 02°35'05" W along said East line a distance of 50.00 feet to the point of beginning, containing 58,603 square feet.



LEGEND

○	Existing Iron Rod Origin Unknown (unless noted)
◉	Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)
△	Section Corner Origin Unknown (unless noted)
— — —	Boundary Line
———	Easement Line
(GLO)	General Land Office
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension
R/W	Right of Way



CVR–NG–003
ROBERT CAMPBELL
PERMANENT ESMT. 58,603 SQ. FT., 1.345 ACRES
TEMPORARY ESMT. 54928 SQ. FT., 1.261 ACRES
EASEMENT LENGTH 1165.63' OR 70.64 RODS

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Kansas, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision In April, 2014 and that the information shown hereon is true and correct and meets or exceeds current Kansas Minimum Standards for Boundary Surveys.

William A. Booe, LS 1046

SURVEYOR'S NOTES

1. *The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.*
2. *This survey does not reflect any easements, rights–of–way, or other instruments of record which may encumber this property per agreement with client.*
3. *Underground, above ground utilities, nor improvements were located or shown on this survey.*
4. *All distances are measured unless otherwise noted.*

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph:620-331-6767

DRAWN BY: DLB	DATE: 10-28-2015	JOB NO. 1-1502044-K
CHECKED BY: WAB	LAND OWNER: Robert Campbell	REF. JOB NO. CVR-NG-003
PREPARED FOR: CVR		

EASEMENT EXHIBIT of a portion of LOT 3 of SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST of the 6th P.M. MONTGOMERY COUNTY, KANSAS

ENCROACHMENT ON EASEMENT AGREEMENT

WHEREAS, the City of Coffeyville ("City") is the owner of an easement in Montgomery County, State of Kansas, which is described and recorded in Book 492, Page 487, of the Official Records of Montgomery County, Kansas ("Easement"); and

WHEREAS, Coffeyville Resources Refining & Marketing, LLC ("Owner") desires permission to construct, operate and maintain a 10 inch steel natural gas pipeline ("Encroaching Facility") within the boundaries of the Easement ("Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner do hereby agree as follows:

1. Construction and Location of Encroaching Facility. Owner may construct, operate, maintain, repair, and replace the Encroaching Facility in the Easement Area only as described and shown on the attached drawing, marked Exhibit "A" and incorporated herein. Owner may not relocate the Encroaching Facility within the Easement Area without the consent and approval of City, which consent and approval shall not be unreasonably denied. Maintenance and repairs may be made to the Encroaching Facility without the consent and approval of City so long as such maintenance and repairs are performed in conformity with the requirements shown on Exhibit "A" hereto.

2. Restrictions on Use of Easement Area. Owner shall use only so much of the Easement Area as may be necessary to construct, operate, maintain and repair the Encroaching Facility. Owner shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, Owner shall remove all debris and other materials from the Easement Area, excluding the Encroaching Facility itself, and restore the Easement Area to the same condition it was in prior to the commencement of Owner's construction thereon or in proximity thereto. Owner shall not place upon the Easement Area any improvements not stated herein, including but not limited to, buildings, parking, light standards, shrubs, trees or signs unless approved in advance in writing by City.

3. Maintenance of Encroaching Facility. Owner, at Owner's sole expense, shall maintain and operate the Encroaching Facility. City shall not, under any circumstances, be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Owner's Encroaching Facility.

4. Risk and Liability. Owner assumes all risks and liability resulting or arising from or relating to Owner's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that City shall not be liable for any damage to the Encroaching Facility as a result of City' use or enjoyment of its Easement. Any City property damaged or destroyed by Owner or its agents, employees, lessees, invitees, contractors or subcontractors shall, upon notice to Owner, be repaired or replaced by City at Owner's expense.

5. Indemnification. Owner agrees to defend, indemnify and hold harmless City, its officers, agents, employees, representatives, contractors, subcontractors, associates, affiliates and successors-in-interest from and against any and all claims,

demands, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorney's fees and court costs) for personal injury (including death), property damage or other harm for which recovery of damages is sought in connection with Owner's negligent actions or omissions when such negligent actions or omissions relate to Owner's use of the Easement Area or the presence of the Encroaching Facility within the Easement Area. The above agreement of indemnification specifically includes, but is not limited to, Owner's agreement to indemnify City for all damages to personal property, including vehicles, within or upon the Encroaching Facility during emergency situations.

6. Notice. Owner must notify City at (620) 252-6020, at least 48 hours prior to beginning any work on the Easement Area.

7. Termination. This agreement shall terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon Owner and its successors and assigns and shall not constitute nor be interpreted as a waiver of any rights held by City under its Easement.

APPROVAL: City of Coffeyville

By:_____
Name: Christopher V. Williams
Title: Mayor
Date of Acceptance: _____

Coffeyville Resources Refining & Marketing, LLC

By: _____
Name: Robert W. Haugen
Title: Executive Vice President, Refining Operations

EASEMENT EXHIBIT A CVR-NG-009A

EASEMENT DESCRIPTION

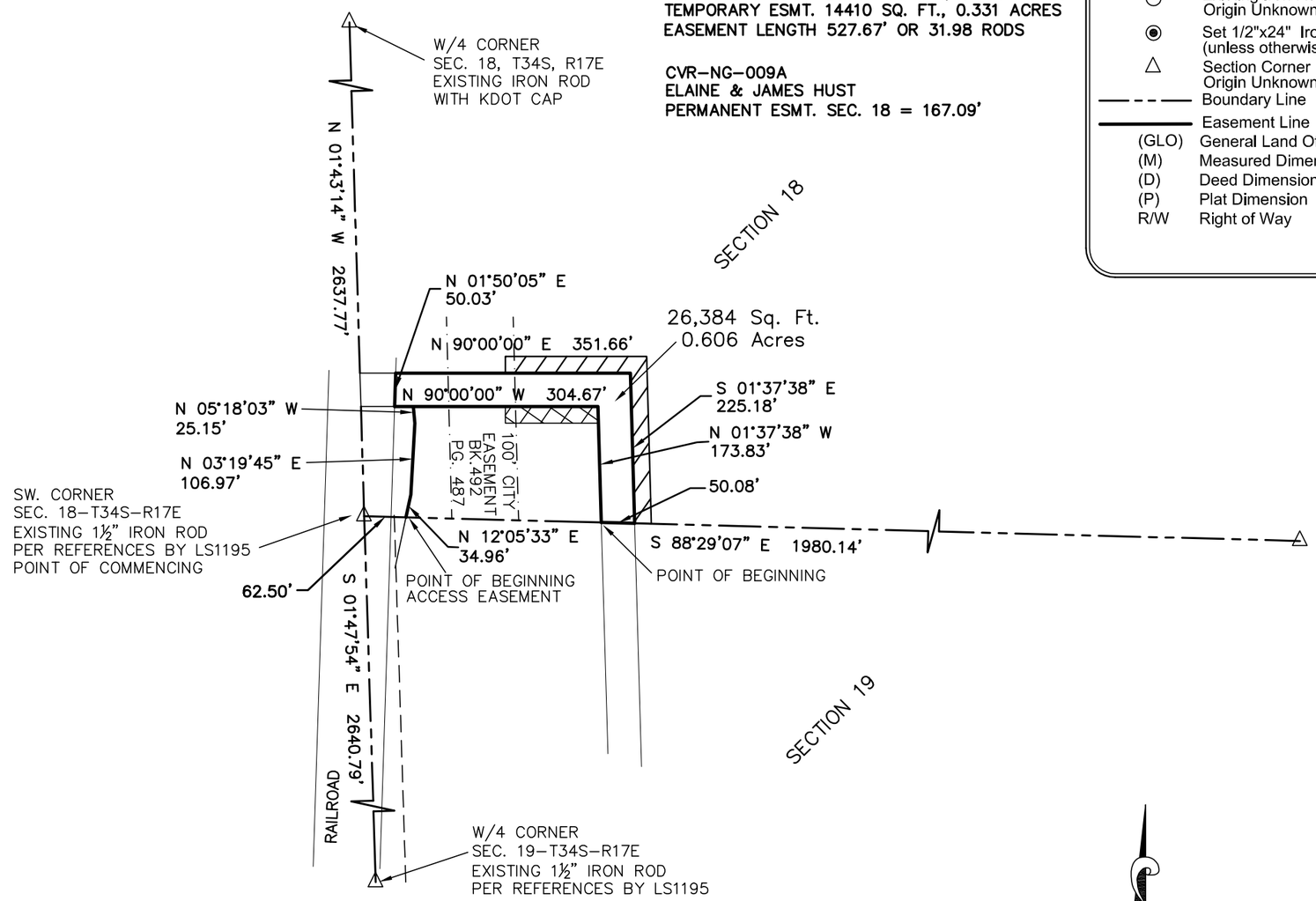
16' PERMANENT ACCESS EASEMENT
CVR-NG-009A EASEMENT (Written by William A. Booe, LS 1046, 6-18-2015)
A tract of land located in a portion of Lot 10 of Section 18, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, being 8 feet each side of the following described centerline: Commencing at the Southwest corner of Section 18; thence S 88°29'07" E, along the South line of said Section 18, a distance of 62.50 feet to the Point of Beginning; thence N 12°05'33" E, a distance of 34.96 feet; thence N 03°19'45" E, a distance of 106.97 feet; thence N 05°18'03" W, a distance of 25.15 feet to the South line of permanent easement for the end of the centerline easement.

EASEMENT DESCRIPTION

CVR-NG-009A EASEMENT (Written by William A. Booe, LS 1046, 4-6-2015)
A tract of land located in a portion of Lot 10 of Section 18, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, being more particularly described as follows: Commencing at the Southeast corner of Section 18; thence S 88°29'07" E, along the South line of said Section 18, a distance of 355.33 feet to the Point of Beginning; thence N 01°37'38" W, a distance of 173.83 feet; thence S 90°00'00" W, a distance of 304.67 feet to the East right-o-fway line of a railroad; thence N 01°50'05" E, along said East right-of-way line, a distance of 50.03 feet; thence N 90°00'00" E, a distance of 351.66 feet; thence S 01°37'38" E, a distance of 225.18 feet to the South line of Lot 10; thence N 88°29'07" W, along said South line, a distance of 50.08 feet to the point of beginning. Containing an area of 26384 square feet or 0.606 acres.

CVR-NG-009A
ELAINE & JAMES HUST
PERMANENT ESMT. 28384 SQ. FT., 0.606 ACRES
TEMPORARY ESMT. 14410 SQ. FT., 0.331 ACRES
EASEMENT LENGTH 527.67' OR 31.98 RODS

CVR-NG-009A
ELAINE & JAMES HUST
PERMANENT ESMT. SEC. 18 = 167.09'



LEGEND

○	Existing Iron Rod Origin Unknown (unless noted)
◉	Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)
△	Section Corner Origin Unknown (unless noted)
— - - —	Boundary Line
———	Easement Line
(GLO)	General Land Office
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension
R/W	Right of Way

0 200 400 600
SCALE: 1" = 200'

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Kansas, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision in April, 2014 and that the information shown hereon is true and correct and meets or exceeds current Kansas Minimum Standards for Boundary Surveys.

William A. Booe, LS 1046

SURVEYOR'S NOTES

1. *The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.*
2. *This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.*
3. *Underground, above ground utilities, nor improvements were located or shown on this survey.*
4. *All distances are measured unless otherwise noted.*

EASEMENT SURVEY of a portion of SW/4 of SECTION 18, TOWNSHIP 34 SOUTH, RANGE 17 EAST of the 6th P.M. MONTGOMERY COUNTY, KANSAS

JOB NO. 1-1502044-K
REF. JOB NO. CVR-NG-009A
DRAWN BY: DLB
DATE: 10-28-2015
CHECKED BY: WAB
LAND OWNER: HUST
PREPARED FOR: CVR

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph:620-331-6767