5

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	January 26, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-15	
AGENDA TITLE	Resolution for sale of city properties to CVR.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Kendal Francis	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Sell vacant properties to the refinery. The monies will then be used to purchase the properties on which the new standalone emergency services building will be built.	
BACKGROUND	The City owns 26 vacant lots within the refinery's proposed "buffer zone". Currently the City must mow and maintain them. We approached CVR with a proposal to either buy or swap these properties in an effort to secure the properties at 11th & Gillam. CVR has been an excellent partner in this venture and worked diligently to help the City in this effort.	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolution
REFERENCE DOCUMENTS ATTACHED	Map of properties

RESOLUTION NO. R-16-15

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF COFFEYVILLE AND COFFEYVILLE RESOURCES REFINING & MARKETING, LLC.

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 and directed to execute a Real Estate Contract to sell the following described real property to Coffeyville Resources Refining & Marketing, LLC, subject to the terms and conditions set forth in the real estate contract, to-wit:

> Lots 6-20 Block 1 Kansas Land Co. Sec. Add; Lot 2 Block 4 Kansas Land Co. Sec. Add; Lot 1 Block 10 Original City Add; Lot 6 Block 13 Original City Add; Lots 3-6 Block 14 Original City Add; Lots 11, 12 and 14 Block 9 Original City Add; Lot 14 Block 1 Sterling's Add; Block 1 and E ½ of Block 2 Ingmire's Addition, including portions of vacated Pecan Street and alley ways

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized and directed to execute a quitclaim deed and such other documents that are necessary to close the transaction.

Adopted this 26th day of January 2016.

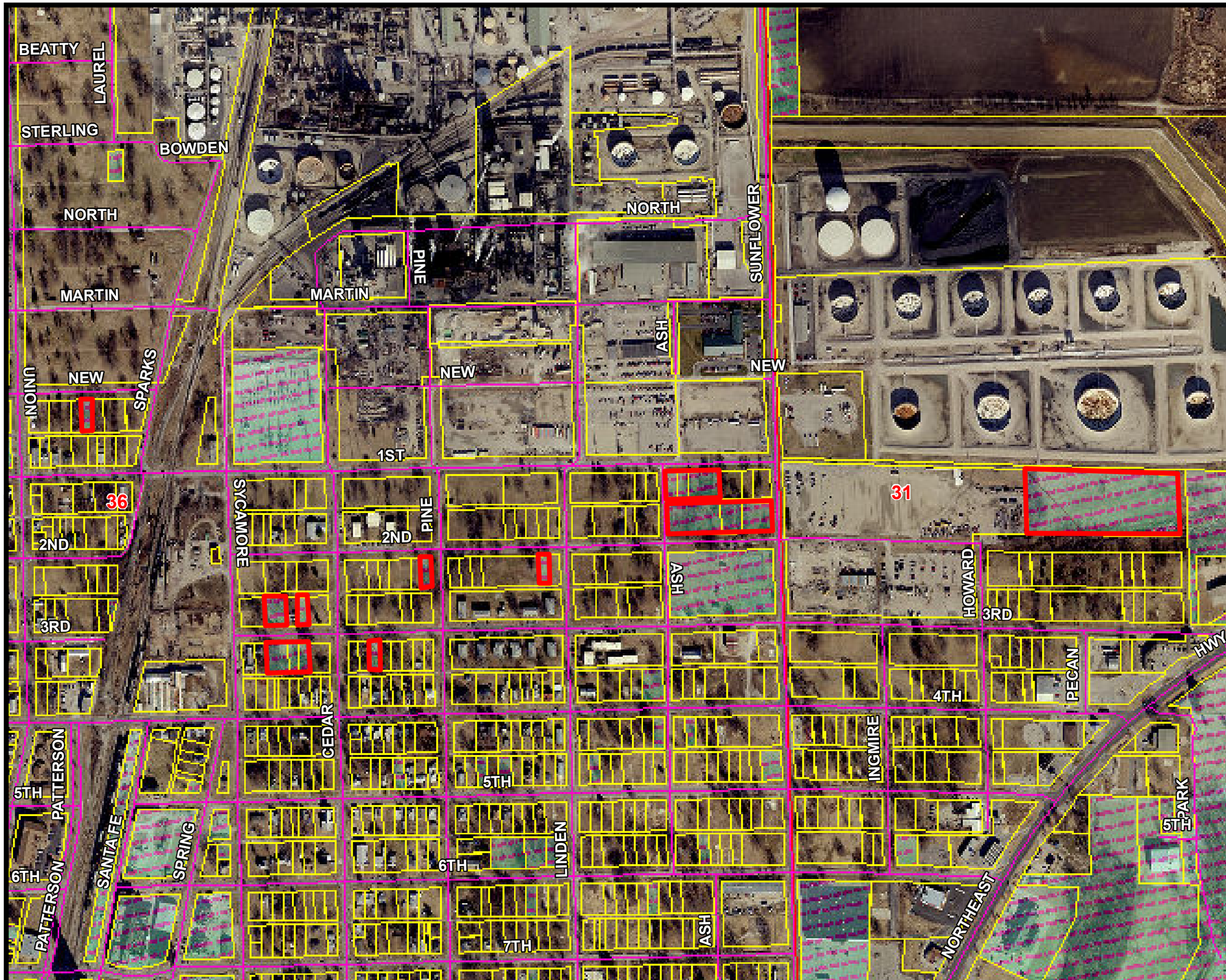
_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form:

_____
Paul Kritz, City Attorney



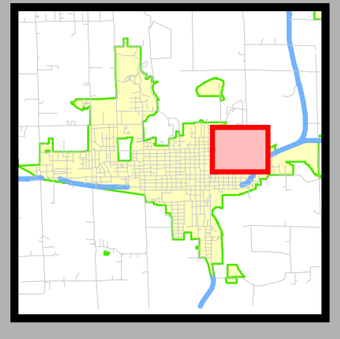
Coffeyville
KANSAS
Engineering Department
102 W 7th
COFFEYVILLE, KS 67337
VOICE: 620-252-6100
FAX: 620-252-6175
www.coffeyville.com

GIS System By: Midland GIS

1 in = 425 ft

City property
Sale to CVR

Properties CVR is interested in



REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made and entered into as of this _____ day of January, 2016, by and between the **City of Coffeyville, Kansas,** a municipal corporation, hereinafter referred to as "SELLER," and **Coffeyville Resources Refining & Marketing, LLC,** a Delaware limited liability company, whose mailing address Coffeyville Resources Refining & Marketing, LLC, 10 East Cambridge Circle Drive, Suite 250, Kansas City, Kansas 66103, Attention: General Counsel, hereinafter referred to as "BUYER,".

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, SELLER and BUYER agree as follows:

1. Real Estate Sold. SELLER agrees to sell and BUYER agrees to buy the following described real estate situated in Montgomery County, Kansas, to-wit (the "Property"):

See attached EXHIBIT A

together with any improvements thereon, subject to the terms and conditions stated in this agreement.

2. Purchase Price. The purchase price is One Hundred Fifty Thousand Dollars $150,000.00, which shall be paid at closing, subject to adjustments and pro-rations as provided herein.

3. Closing and Possession. This agreement shall be closed on or before February 26, 2016, unless said closing date is extended by written consent of SELLER and BUYER. BUYER shall be entitled to possession at closing.

4. Taxes. The property is currently exempt from the payment of ad valorem property taxes. If any portion of the property is not tax exempt, the SELLER shall pay the taxes for 2015 and all prior years. BUYER shall pay all property taxes for 2016 and all subsequent years.

5. Condition of Property. The Property consists of vacant lots. The BUYER is aware of the condition of the Property and accepts it AS IS, WHERE IS, and IN ITS PRESENT CONDITION.

6. Title Evidence. As a condition to BUYER's obligation to close this transaction, BUYER must be able to procure at closing an ALTA owner's title insurance policy from a national title company acceptable to BUYER or, at BUYER's option, an amendment to its existing owner's title insurance policy covering other property in Montgomery County insuring that BUYER is the owner of fee simple title to the Property, subject only to such exceptions approved by Buyer in its discretion. All premiums for such policy or amendment will be at BUYER's sole cost and expense. SELLER will execute such affidavits required by BUYER's title company in order to delete the standard exceptions in the ALTA owner's title insurance

policy.

7. Deed. SELLER shall convey whatever right, title or interest SELLER has in and to the Property by a quitclaim deed and other documents necessary to complete this transaction, which shall be delivered to BUYER at closing, upon receipt of the total purchase price.

8. Closing Costs. BUYER shall pay the cost of title insurance, if purchased. All other closing costs shall be split equally.

9. No Other Agreements. This agreement constitutes the entire agreement between the parties, and there are no representations, warranties, conditions, or covenants other than those expressly stated herein.

10. Heirs and Assigns. This agreement shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

SELLER – CITY OF COFFEYVILLE	BUYER – COFFEYVILLE REFINING & MARKETING, LLC
_____	_____
Christopher V. Williams, Mayor	General Manager
Attest:	Attest:
_____	_____
Cindy Price, City Clerk	Secretary

EXHIBIT A

Lots 6-20 Block 1 Kansas Land Co. Sec. Add

Lot 2 Block 4 Kansas Land Co. Sec. Add

Lot 1 Block 10 Original City Add

Lot 6 Block 13 Original City Add

Lots 3-6 Block 14 Original City Add

Lots 11, 12 and 14 Block 9 Original City Add

Lot 14 Block 1 Sterling's Add

Block 1 and E ½ of Block 2 Ingmire's Addition, including portions of vacated Pecan Street and alley ways