



City of Grand Island

Tuesday, March 10, 2009

Council Session

Item E2

**Public Hearing on Redevelopment Plan (CRA Area #6) for
Property Located at 1721 North Broadwell (Casey's)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 23, 2009

Subject: Amendment to Redevelopment Plan for CRA Area #6

Item #'s: E-2 & G-11

Presenter(s): Chad Nabity, AICP CRA Director

Background

In January of 2008, the Grand Island City Council declared property referred to as CRA Area #6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage. TIF can also be used for the acquisition of property, redevelopment of property, site preparation, landscaping and parking.

Casey's General Stores, Inc. proposes to conduct the following activities in CRA Area #6 Acquire real estate in the 1700 block North Eddy and North Broadwell (Five Points area); demolish the existing Casey's General Store at 1814 N. Eddy and construct a new 3950 sq. ft. one story building and related structures and site improvements for a Casey's Convenience Store with the sale of gasoline and other petroleum products. The developer will also be responsible for replacing an existing water line that crosses the properties connecting mains in Broadwell Avenue and Eddy Street.

The CRA reviewed the proposed development plan and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting in January of 2009.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on February 4, 2009. The Planning Commission approved Resolution 2009-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

On February 20th 2009, after having received a recommendation from the RPC, the CRA approved and recommended Council the plan amendment and forward it to Council for review, approval. A copy of the TIF contract for this project is attached.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment and to enter into the record a copy of the plan amendment, the TIF contract under consideration by the CRA, and a copy of the cost benefit analysis that was performed regarding this proposed project.

Council is being asked to approve a resolution approving the cost benefit analysis as presented along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan for amendment permits the development of a hotel at this site and the use of Tax Increment Financing to pay for the cost of acquisition of the property, demolition and site preparation, reconstruction of a new building, a hike/bike trail on or adjacent to the property, parking and landscaping. The cost benefit analysis as attached finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$383,450 during this 15 year period. This project will remove an old convenience store and replace it occupying this property and adjacent vacant properties a new convenience store.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve the resolution
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #6
January 2009**

Property Description

This property is located at the south point of 5-Points between Broadwell Avenue and Eddy Street (Lots 1, 2 and 12 of Gilbert's Subdivision of Block 1 of Gilbert's Second Addition and all of Park Reserve of the Resubdivision of Block 1 of Gilbert's Second Addition to the City of Grand Island, Hall County, Nebraska except a triangle tract thereto deeded to the City of Grand Island, in Quit Claim Deed filed in Book 89 at Page 644). Property addresses include 1721 N. Broadwell; 1720, 1724 and 1814 N Eddy in Grand Island Nebraska.

Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan

Site Coverage and Intensity of Use

The developer is proposing to purchase 1721 N. Broadwell, 1720 and 1724 N. Eddy and build a 3950 square foot convenience store on the property. The developer will demolish the existing structure at 1814 N. Eddy. The developer will also be responsible for replacing an existing water line that crosses the properties connecting mains in Broadwell and Eddy.

The anticipated value of this development at the time of completion is \$1,400,000.

Changes to zoning, street layouts and grades or building codes or ordinances

The proposed use is permitted in the current zoning district. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances.

Additional Public Facilities or Utilities

Sewer and water are available to support this development. The existing services will be replaced with new services. A water main connecting the mains in Broadwell and Eddy will have to be replaced. This will be done at the developer's expense and is a TIF eligible expense.

No other utilities would be impacted by the development.

Time Frame for Development

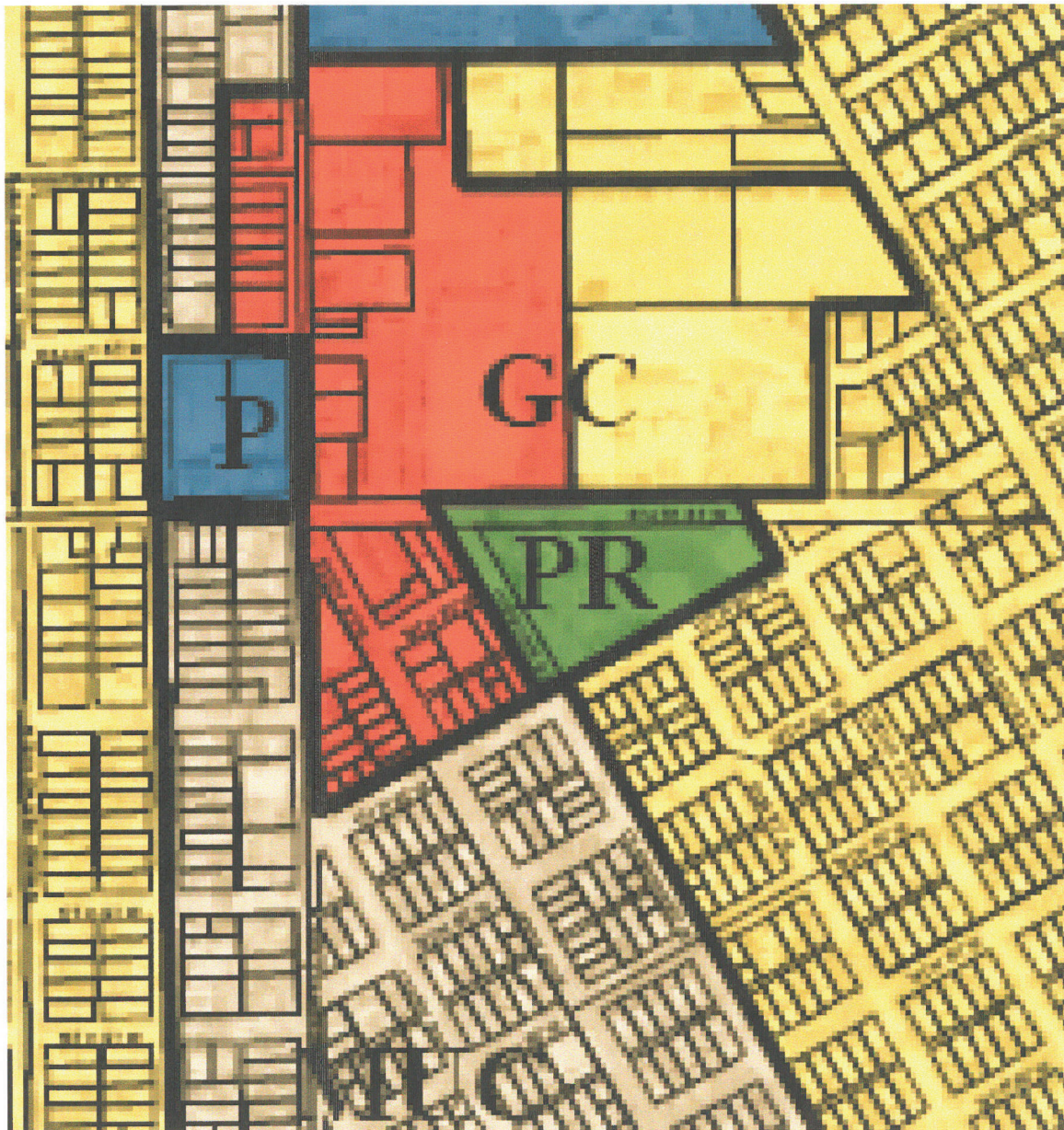
Development of this project is anticipated to be mostly complete during the 2009 calendar year. The base tax year should be calculated on the value of the property as of January 1, 2009. Excess valuation should be available for this project for 15 years beginning with the 2010 tax year. Excess valuation will be paid to the developer's lender per the contract between the CRA and the developer for a period not to exceed 15 years or \$383,459.

Figure 3
EXISTING LAND USE





Future Land Use Map



Future Land Use Map from 2004 Comprehensive Plan adopted by the City of Grand Island for the area near 5-Points the proposed redevelopment site.

COMMUNITY REDEVELOPMENT AUTHORITY
CITY OF GRAND ISLAND, NEBRASKA

AREA #6

Casey's Retail Company

January 2009

COST-BENEFIT ANALYSIS

(Pursuant to Neb. Rev. Stat Section 18-2113)

The cost-benefit analysis for the above referenced project, as described on the attached Exhibit A which will utilize funds authorized by Neb. Rev. Stat. Section 18-2147, can be summarized as follows:

Casey's Retail Company is requesting tax increment financing to assist with acquisition of property and the construction and redevelopment of a convenience store at 1814 N. Eddy Street. Casey's is proposing to build a 3,950 square foot store on this site. This project renews and expands the commercial use of this property. The property is currently occupied by a smaller convenience store and 3 of the lots are vacant. It is zoned for commercial use. The proposed use is consistent with the current zoning on the property.

The estimated project costs are \$1,400,000 including the cost of acquisition of the property, necessary site improvements and utilities and construction of the new building. A water line that crosses the property connecting water lines in Eddy Street and Broadwell Avenue will have to be replaced. The amount of tax increment financing the project will generate over a 15 year period at the current tax levy rate is 2.082963 is \$383,459. The developer is requesting \$383,459 of assistance. The amount of TIF would be limited to \$383,459 by the contract so if the property appreciates in value the term of the TIF would be reduced.

A. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Redevelopment Project Valuation	\$172,713
b.	Projected Completed Project Assessed Valuation	\$1,400,000
c.	Projected Tax Increment Base (b. minus a.)	\$1,227,287
d.	City Tax Levy (2008)	
e.	County Tax Levy (2008)	
f.	School District Tax Levy (2008)	
g.	Community College Tax Levy (2008)	
h.	Educational Service Unit Tax Levy (2008)	
i.	Natural Resource District Tax Levy (2008)	
j.	Other applicable real estate tax levies (2008)	
k.	Total levy	\$2.082963
l.	Annual Projected Tax Shift (Max of 15 years)	\$25,564
m.	Total Projected Tax Shift	\$383,459

Note: The property tax shift is based on assumed values and levy rates; actual amounts and rates will vary from these assumptions, and it is understood that the actual tax shift may vary materially from the projected amount.

The developer is requesting assistance with the cost of acquisition of the property; demolition of the existing structure; site preparation costs and expenses for professional services such as architecture and engineering. The developer has a contract to purchase the vacant lots to the south of the existing store that is contingent on the award of TIF by the city. The developer will also have to replace a public water main across the property between Eddy Street and Broadwell Avenue. These improvements will be paid for by the developer. If approved, TIF, will be used to pay those costs.

B. Public infrastructure and community public service impacts and local tax impacts arising from the approval of the redevelopment project.

Necessary Public Infrastructure Improvements:

- New Water Line
- Reconstruction of sidewalks

These improvements will be made at the developer's expense to be covered by TIF. Utilities are available to this location. No utility improvements on the site will be completed at rate payer or tax payer expense.

No street improvements are anticipated. Minimal additional traffic will be created with this project.

There will be a no impact on neighborhood schools. It is anticipated that no new students would result from the reconstruction of a convenience store at this site.

This site does generate sales tax but it is not anticipated that a substantial increase or decrease would occur as a result of this development. Some additional sales tax will be generated with the construction. Utilities are also subject to sales tax.

All utilities are city utilities, including electrical, sewer, water. Gas is provided through Northwestern Energy.

C. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project

The property is currently being used for a convenience store. It is anticipated that no jobs will be displaced by this development within the redevelopment area.

- D. Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project

It is anticipated that this project will have no significant impact on other employers within the immediate area or in the community at large.

- E. Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project

The Five Points area was declared blighted and substandard in the hopes that new development would occur. This is the first project at Five Points and hopefully will encourage others to move forward with redevelopment plans.

This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace older buildings are likely to raise all of the property values.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of _____, 2009, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”) and Casey’s General Stores, Inc. (“Redeveloper”), whether one or more.

WITNESSETH:

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the law of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1999, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City; and

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTREPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

“City” means the City of Grand Island, Nebraska.

“Completion” means substantial completion of the Project as described on the attached Exhibit B.

“Governing Body” means the Mayor and City Council of the City, of Grand Island, Nebraska.

“Premises” or “Redevelopment Area” means all that certain real property situated in the City of Grand Island, Hall County, Nebraska, more particularly described as Exhibit A attached hereto and incorporated herein by this reference.

“Project” means the improvements to the Premises, as further described in Exhibit B attached hereto and incorporated herein by reference.

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire, construct and equip the Project pursuant to the Act as identified on Exhibit C.

“Redevelopment Contract” means this redevelopment contract between Authority and Redeveloper dated _____, 2009, with respect to the Project.

“Redevelopment Plan” means the Redevelopment Plan for Area No. 6, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Authority dated _____, 2009, as supplemented from time to time, approving this Redevelopment Contract.

“TIF” Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by Authority.

Authority makes the following representations and findings;

- (a) Authority is a duly organized and validly existing community redevelopment authority under the Act.
- (b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2116 and 18-2117 of the Act.
- (c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a corporation having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes

In accordance with Section 18-2147 of the Act, the Authority hereby amends the Redevelopment Plan of the Authority by providing that any ad valorem tax on real property in

the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act or until \$383,450.00 is provided through TIF, whichever occurs sooner. The effective date of this provision shall be March 31, 2009.

Section 3.02 TIF Pledge of Revenues.

Authority shall not incur TIF indebtedness in the form of a principal amount bearing interest but, rather, hereby pledges to the Redeveloper and its Lender that the Authority will pay, semi-annually, the TIF Revenues to Redeveloper's Lender as additional security for the payment of the indebtedness incurred by Redeveloper for funding the Redevelopment Project.

Section 3.03 Payment.

Authority will pay to Redeveloper's Lender the proceeds of the TIF Revenues derived from Redeveloper's semi-annual payment of ad valorem taxes on the real property included in the Redevelopment Project. If such real estate taxes are not paid by Redeveloper, no TIF Revenues will be generated to enable the Authority to pay TIF Revenues to the Redeveloper.

Section 3.04 Creation of Fund.

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Revenues pursuant to Sections 3.02 and 3.03 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance

(a) Redeveloper will complete the Project and install all equipment necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project.

(b) Any contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies.

Sections 4.02 Reserved.

Section 4.03 Redeveloper to Operate Project.

Except as provided in Section 4.08 hereof, Redeveloper will operate the Project for not less than 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract.

Section 4.04 Authority Costs.

Redeveloper shall pay to Authority on the date of execution of this Redevelopment Contract, the sum of \$1,000.00 to reimburse the Authority for its fees and expenses incurred in connection with this Redevelopment Contract.

Section 4.05 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Contract is in effect, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public

assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Project of \$1,400,000.00 no later than as of December 31, 2009. During the term of this contract, Redeveloper will (1) not protest a real estate property valuation on the Premises of \$1,400,000.00 or less after substantial completion or occupancy; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent.

Section 4.07 Reserved.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Premises, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof, without the prior written consent of the Authority, which shall not be unreasonably withheld and which the Authority may make subject to any terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Authority:

(a) any conveyance as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project Costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Premises (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project Costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) if Redeveloper is an individual, any conveyance to Redeveloper's spouse, or to Redeveloper's spouse or issue pursuant to bequest, devise or the laws of intestacy upon the death of Redeveloper;

(c) any conveyance to a limited partnership or limited liability company so long as Redeveloper is general partner or manager of the entity.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs, and prior to commencing Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Premises except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Premises.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations.

Section 6.02 Additional Remedies of Authority.

In the event that:

- (a) The Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before March 31, 2010, or shall abandon construction work for any period of 90 days;
- (b) The Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the Authority made for such payment within 30 days following written notice from Authority; or
- (c) There is, in violation of Section 4.08 of this Redevelopment Contract, transfer of the Premises or any part thereof, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the unpaid TIF payment remaining pursuant to Section 3.03 of this Redevelopment Contract plus interest as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms

of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of the construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of this occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Authority shall be limited solely to the TIF Revenues pledged as security for the Redeveloper's financing. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless

from any liability for any loss or damage to property or any injury to or death of any persons that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII MISCELLANEOUS

Section 7.01 Notice Recording.

A notice memorandum of this Redevelopment Contract shall be recorded with the Register of Deeds of Hall County, Nebraska.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Its Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Barry G. Sandstrom and Chad Nabity, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

CASEY'S GENERAL STORES, INC.

By _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, President of Casey's General Stores, Inc., an Iowa Corporation, on behalf of the Corporation.

(SEAL)

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES

Lots One (1), Two (2) and Twelve (12), Gilbert's Subdivision of Block One (1) of Gilbert's Second Addition and all of Park Reserve of the Resubdivision of Block One (1), Gilbert's Second Addition all to the City of Grand Island, Hall County, Nebraska, except a triangle tract deeded to the City of Grand Island in Quitclaim Deed filed in Book 89, Page 644.

EXHIBIT B

DESCRIPTION OF PROJECT

Acquisition of real estate in the 1700 block North Eddy and North Broadwell (Five Points area); demolition of the existing Casey's General Store at 1814 N. Eddy and construction of a new 3950 sq. ft. one story building and related structures and site improvements for a Casey's Convenience Store with the sale of gasoline and other petroleum products. The developer will also be responsible for replacing an existing water line that crosses the properties connecting mains in Broadwell Avenue and Eddy Street.

EXHIBIT
C
(Estimated)

1.	<u>Acquisition Costs:</u>	
	A. Land	\$400,000.00
	B. Building - Included in Land Cost	-0-
2.	<u>Construction Costs:</u>	
	A. Renovation or Building Costs:	\$550,000.00
	B. On-Site Improvements:	\$434,000.00
	C. Off-Site Improvements:	N/A
3.	<u>Soft Costs:</u>	
	A. Architectural & Engineering Fees:	\$75,000.00
	B. Financing Fees:	-0-
	C. Legal/Developer/Audit Fees:	-0-
	D. Contingency Reserves:	\$75,000.00
	E. Other (Please Specify)	N/A
	TOTAL	1,534,000.00

Resolution Number 2009-03

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF
RELATED ACTIONS**

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

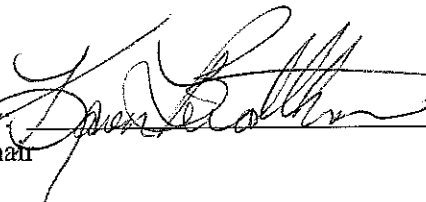
Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: 4th, February 2009.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Vice-Chair

By: 
Secretary



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Casey's Retail Company

Address:

1 SE Convenience Blvd., Ankeny, IA 50021

Telephone No.: 515-965-6501 Fax No.: 515-965-6160

Contact:

Eli J. Wirtz, Corporate Counsel

Brief Description of Applicant's

Business: Establishment and operation of convenience stores with gasoline sale facilities in a multi-state area of the midwest, including Nebraska.

Present Ownership Proposed Project Site: Richard L. Snyder and Connie J. Snyder;
Casey's Retail Company

Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if
available.

Project includes combining four parcels known as 1721 N Broadwell, 1720 N
Eddy, 1724 N Eddy and 1814 N Eddy into a single site for redevelopment;
demolition of existing Casey's General Store and related improvements and
construction of a new "O" style Casey's General Store with fuel dispensers,
underground storage tanks and canopy over fueling islands per plan approved by
City. Also includes relocation of a city water main. See attachment 1, site plan
approved by the City, showing size of property to be 0.864 acre, more or less, and
attachment 2, showing building construction materials and dimensions of
building, which contains 3,950 square feet.

If Property is to be Subdivided, Show Division Planned:

An administrative replat of the four (4) properties combined to create the store
site will be undertaken. See attachment 3, a survey of the proposed store site,
identifying and showing the four constituent parcels.

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 400,000
B. Building	\$ -0-

Construction Costs:

A. Renovation or Building Costs:	\$ 550,000
----------------------------------	------------

B. On-Site Improvements: \$ 434,000

Soft Costs:

A. Architectural & Engineering Fees: \$ 75,000

B. Financing Fees: \$ -0-

C. Legal/Developer/Audit Fees: \$ -0-

D. Contingency Reserves: \$ 75,000

E. Other (Please Specify) \$ -0-

TOTAL \$ 1,534,000

Total Estimated Market Value at Completion: \$ 1,400,000

Source of Financing:

A. Developer Equity: \$ 1,149,000

B. Commercial Bank Loan: \$ -0-

Tax Credits:

1. N.I.F.A. \$ -0-

2. Historic Tax Credits \$ -0-

D. Industrial Revenue Bonds: \$ -0-

E. Tax Increment Assistance: (est.) \$ 385,000
F. Other \$ -0-

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Architect: Miller & Associates,
1111 Central Ave., Kearney, NE
Phone: 308-234-6456; Fax: 308-234-1146
Engineer: Tagge Engineering Consultants, Inc.
515 West Ave., Holdrege, NE 68949
Phone: 308-995-6677; Fax 308-995-6164
Contractor: To Be Selected

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

\$1,400,000 x \$2.082963 (current millage rate) = \$29,161.48

(appraisal after planned improvements x expected annual mil levy)

Project Construction Schedule:

Construction Start Date:

April 1, 2009

Construction Completion Date:

August 15, 2009

If Phased Project: N/A

_____ Year	_____ %
Complete	
_____ Year	_____ %
Complete	

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

The amount of Incremental Prospective Annual Real Estate Taxes over the 2008
Real Estate Taxes (payable in 2009) on the subject property for 15 years will be
used to finance funds required for redevelopment of the Property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing

for Proposed Project: TIF is an integral and essential component in the overall
financing of the project in order to make the finished facility economically viable
and thus justify redevelopment of the property with a new facility as proposed,
within the subject blighted area. The project includes construction of a new water
line to be owned by the City, using TIF funds. Purchase of the additional land
essential to this project is contingent on the availability of TIF funds.

Municipal and Corporate References (if applicable). Please identify all other
Municipalities, and other Corporations the Applicant has been involved with, or
has completed developments in, within the last five (5) years, providing contact
person, telephone and fax numbers for each:

The Company has constructed over 100 new or replacement convenience stores in
numerous cities over the past five (5) years. Information concerning particular
stores or cities will be made available upon request.

- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

See attached Annual Reports of Casey's General Stores, Inc. for the fiscal years ended 4/1/2008 and 4/1/2007, each of which includes balance sheets and income statements for the current year and one previous year. Casey's Retail Company is a wholly-owned subsidiary of Casey's General Stores, Inc.

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One Convenience Blvd., Ankeny, Iowa 50021-8045 • 515-965-6100

Sender's Direct-Dial Telephone Number: 515-965-6501

Fax Number: 515-965-6160

E-mail Address: eli.wirtz@caseys.com

December 22, 2008

Sent via Email to: ChadN@grand-island.com

Mr. Chad Nabity
Regional Planning Director
City Hall
100 E 1st St.
Grand Island, NE 68801

RE: TIF Application of Casey's Retail Company

Dear Chad:

Attached is the Application of Casey's Retail Company, an Iowa corporation, for Tax Increment Financing (TIF) with respect to a project the Company proposes to undertake involving the redevelopment of four properties in the Five-Points area of Grand Island, the addresses of which are: 1814 N. Eddy, 1720 N. Eddy, 1724 N. Eddy and 1721 N. Broadwell. The Company currently owns and operates a Casey's General Store on the property known as 1814 N. Eddy. The other properties are owned by Richard L. Snyder and Connie J. Snyder, from whom Casey's proposes to purchase the aforementioned properties for inclusion in the project. The project includes demolition of the existing Casey's store and construction of a new, much larger facility on the Snyder property lying to the South, with improvements that also incorporate the current Casey's store site.

I believe the enclosed Application responds satisfactory to all of the questions posed. However, if there are questions, or if additional information is needed, please contact me and I will provide it immediately. I understand you have received the supporting attachments to this Application, which were sent to you by Federal Express last Thursday. Please attach those attachments to the enclosed Application.

One of the items requested in the Application is a Pro Forma Operating Statement for the new store to be constructed. The Company is hesitant to attempt to project a probable operating statement for the store as constructed and opened, as many factors can influence the level of success of a new store. Moreover, the Company is hesitant to reveal individual store performance in documents which become public, as such information is considered proprietary and highly confidential. However, I have attached a copy of page 18 of the Company's Annual Report for the fiscal year ended April 30, 2008 that is among the attachments already in your possession, which reflects average sales and profit data for Company-owned stores for the last three fiscal years. I trust this information will be sufficient for your purposes. However, if not, please contact me.

Mr. Chad Nabity
Grand Island TIF
December 22, 2008
Page 2

My direct dial telephone number is 515-965-6501 and my email address is eli.wirtz@caseys.com. My fax number, should you need it, is 515-965-6160. Thank you for your attention to this matter.

Very truly yours,



Eli J. Wirtz
Corporate Counsel

EJW/mmw

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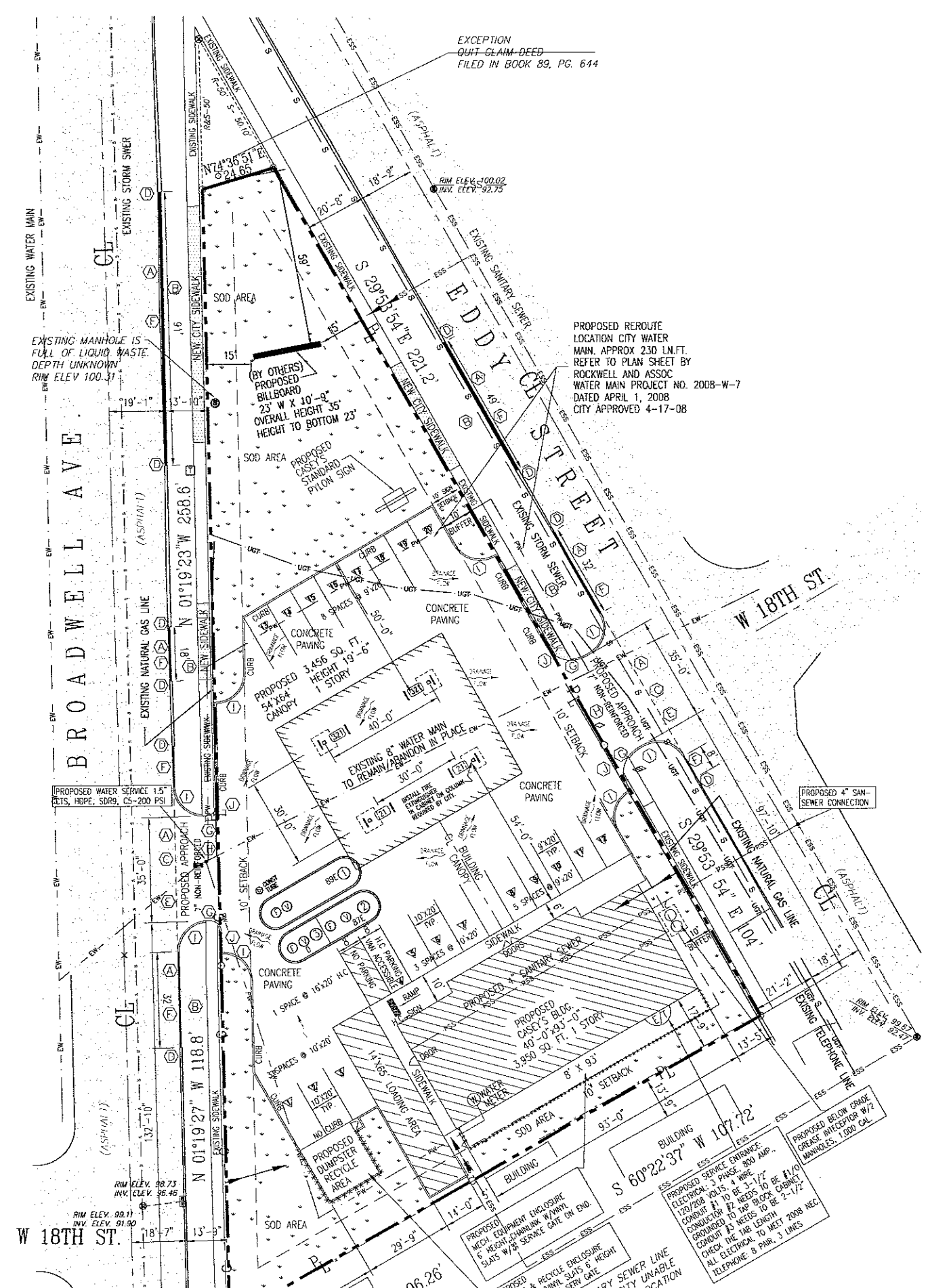
COMPANY NET SALES AND GROSS PROFITS

Years ended April 30,	2008	2007	2006
Total revenue			
Gasoline	\$ 3,558,108	\$ 2,881,054	\$ 2,478,734
Grocery & other merchandise	942,659	852,812	767,474
Prepared food & fountain	301,598	267,273	228,525
Other	24,722	22,871	17,743
	<u>\$ 4,827,087</u>	<u>\$ 4,024,010</u>	<u>\$ 3,492,476</u>
Gross profits (1)			
Gasoline	\$ 168,859	\$ 124,094	\$ 125,443
Grocery & other merchandise	311,863	278,650	247,024
Prepared food & fountain	187,947	165,764	144,036
Other	17,340	14,777	9,719
	<u>\$ 686,009</u>	<u>\$ 583,285</u>	<u>\$ 526,222</u>

INDIVIDUAL STORE COMPARISONS (2)

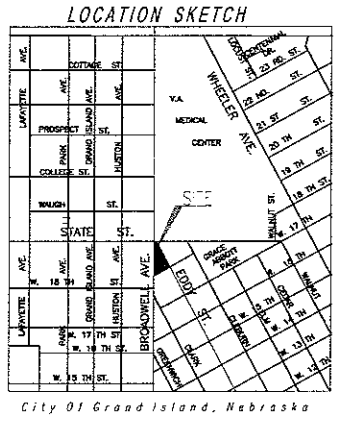
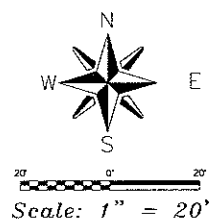
Years ended April 30,	2008	2007	2006
Corporate Stores			
Average retail sales	\$ 3,305	\$ 2,763	\$ 2,568
Average retail inside sales	856	778	742
Average gross profit on inside items	340	302	284
Average retail sales of gasoline	2,449	1,985	1,826
Average gross profit on gasoline (3)	115	84	91
Average operating income (4)	136	102	107
Average number of gallons sold	836	821	806
Franchise Stores			
Average franchise revenue (5)	\$ 41	\$ 38	\$ 36

- (1) Gross profits represent total revenue less cost of goods sold. Gross profit is given before charge for depreciation and amortization.
- (2) Individual store comparisons include only those stores that had been in operation for at least one full year on April 30 of the fiscal year indicated.
- (3) Retail gasoline profit margins have a substantial impact on our net income. Profit margins on gasoline sales can be adversely affected by factors beyond our control, including oversupply in the retail gasoline market, uncertainty or volatility in the wholesale gasoline market, and price competition from other gasoline marketers. Any substantial decrease in profit margins on retail gasoline sales or the number of gallons sold could have a material adverse effect on our earnings.
- (4) Average operating income represents retail sales less cost of goods sold, including cost of merchandise, financing costs, and operating expenses attributable to a particular store; it excludes federal and state income taxes, Company's operating expenses not attributable to a particular store, and our payments to the Company's benefit plans.
- (5) Average franchise revenue includes a royalty fee equal to 3% of gross receipts derived from store sales of nongasoline items, a royalty fee of \$0.018 per gallon on gasoline sales, and sign and façade rental fees.



RECORDED LEGAL DESCRIPTION

Lots 1,2, & 12 of Gilbert's Subdivision of Block 1 of Gilbert's Second Addition and all of Park Reserve of the Resubdivision of Block One(1), Gilbert's Second Addition all to the City of Grand Island, Hall County, Nebraska, Except for a triangular piece of ground deeded to the City of Grand Island, in Quit Claim Deed filed in Book 89 at Page 644, described as follows: Beginning at the intersection of the East line of Broadwell Avenue and the West line of Eddy Street, going South along the East line of Broadwell Avenue, a distance of 50 feet, thence Easterly to the West line of Eddy Street, thence Northerly a distance of 50 feet along the westerly line of Eddy Street to the Point of Beginning.



- GENERAL CONSTRUCTION NOTES:
- 2 - 20,000 GALLON DOUBLE WALL FIBERGLASS TANK 10'-6" x 37'-5" TANK 1-20,000 GALLON, TANK 2-20,000 GALLON SPLIT 12,000 & 8,000 GALLON TANK 1-89E, TANK 2-87E, TANK 3- DIESEL
 - ISLAND SIZE - 3'X5' W/DUAL GUARD PIPE
 - 4 GILBARCO (ENCORE) 500 S DISPENSERS W/CRIND
2 @ 3+0 WITH 2 NOZZLES, 4 METERS EACH = TOTAL 4 NOZZLES, 8 METERS
2 @ 3+1 WITH 4 NOZZLES, 6 METERS EACH = TOTAL 8 NOZZLES, 12 METERS
 - DRIVEWAY JOINTS TO BE PACKED & CAULKED
 - CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
 - CONTROL JOINTS - MIN. 100 sq.ft. - MAX. 125 sq.ft. - 25% DEEP
 - CONSTRUCTION JOINTS - PINNED 4" O.C. 12" EACH WAY WITH 1/2" REBAR #4
 - APPROACHES TO BE 7" NONREINFORCED OR AS PER STATE/CITY SPEC.
 - SLOPE RAMPS FOR BUILDING SIDEWALK 1:12; H.C. PARKING 1:50 ALL DIRECTIONS
 - ALL NO PARKING/ACCESS AISLE STRIPING @45° ANGLE.
 - RUN VENT LINES UP SEPARATE CANOPY COLUMN.
 - VERIFY ALL UTILITY LOCATIONS & DIMENSIONS
 - PARKING SPACES (PAINT LINES)
 - EXISTING GROUND SPOT ELEVATION.....REFER TO GRADING PLAN AL-104.
 - PROPOSED TOP OF PAVEMENT ELEVATIONS REFER TO GRADING PLAN AL-104
 - INTERCOM SYSTEM AT EACH ISLAND
 - DUMPSTER/RECYCLE ENCLOSURE
 - CONCRETE..... 19.) SOD AREA

- SURVEYORS LEGEND
- FOUND MONUMENT
 - SET 1/2"x24" REBAR W/PLASTIC CAP STAMPED R.L.S. 546
 - ACTUAL DISTANCE
 - PLATTED DISTANCE
 - DERIV. SORCENFREL L.S. 578 (Jan 2000)
 - RECORDED DISTANCE
 - POWER POLE
 - GUY ANCHOR
 - BOLLARD
 - SIGN
 - PILLAR UNDER CANOPY
 - UNDERGROUND GAS TANK
 - MANHOLE
 - DECIDUOUS TREE
- STUMP
 - SHRUB
 - WATER HYDRANT
 - CURB STOP
 - GATE VALVE
 - STORM SEWER MANHOLE
 - CURB INLET
 - ELECTRICAL PEDESTAL
 - TELEPHONE PEDESTAL
 - EXISTING WATER LINE
 - OVERHEAD POWERLINE
 - FENCE
 - GAS LINE
 - TELEPHONE LINE
 - STORM SEWER
 - EXISTING SANITARY SEWER

U.G.S.T. NOTES: DOUBLEWALL FLEX PRODUCT PIPING REQUIRED

- FILL CATCH BASIN W/ OVERSPILL PROTECTION(TYP.) WITH DROP TUBE W/FLAP FOR OVER FILL PROTECTION
 - TURBINE ENCLOSURE TYP. CONTAINS: SUM-PUMP W/LINE DETECTION TANK PROBE MONITORING, INCLUDING THE INTERSTITIAL SENSOR
 - VENT EXTRACTORS NO BALL FLOAT ALLOWED IN NEBRASKA
- NOTICE: INSTALL SUMPS SENSORS AT EACH DISPENSER.

NOTICE: ALL WORK IN/ON THE R.O.W. AREA IS SUBJECT TO THE CITY OF GRAND ISLAND APPROVAL AND SPECIFICATIONS.

(A)	SAW CUT AND REMOVE EXISTING CURB, AND OR (CURB AND GUTTER)
(B)	REMOVE EXISTING ACCESS APPROACH.
(C)	MATCH EXISTING PAVEMENT ELEVATION
(D)	TIE INTO AND MATCH EXISTING CURB HEIGHT AND GUTTER FLOW LINE
(E)	PROPOSED NEW DEPRESSED CURB AND GUTTER.
(F)	PROPOSED NEW CURB AND GUTTER.
(G)	TAPER CURB TO SIDEWALK TYP. RAMP SIDEWALK TO MEET ADA CODE.
(H)	MAX 2% CROSS SLOPE IN AREA OF SIDEWALK
(I)	PROPOSED 10 FT. RADIUS.
(J)	PROPOSED 5 FT. RADIUS.

NOTE: SYMBOL INDICATES EXISTING UTILITY TO EXISTING STRUCTURE TO BE REMOVED OR DISCONNECTED BY APPROPRIATE CONTRACTOR. VERIFY WITH UTILITY COMPANY REPRESENTATIVE

CODES USED BY THE CITY OF GRAND ISLAND

- 2006 IBC International Building Code
- 2006 UPC Uniform Plumbing Code
- 2006 UMC Uniform Mechanical Code
- 2008 NEC National Electrical Code

REQUIRED CITY INSPECTIONS: 308-385-5325 AT LEAST 24 HR NOTICE

FOOTINGS: WHEN FORMED & READY TO POUR

FOUNDATION: WHEN WATER PROOFING IS COMPLETED & READY FOR BACKFILLING

FRAMING: WHEN ALL FRAMING, WIRING, PLUMBING, & VENTING IS DONE AND WALLS ARE READY FOR COVERING

PLUMBING: OPEN ROUGH-IN & FINAL. SAME FOR MECHANICAL WORK.

ELECTRICAL: OPEN ROUGH-IN, SERVICE, AND FINAL

FINAL: PROJECT IS COMPLETED AND READY FOR OCCUPANCY.

CONCRETE: SIDEWALKS, CURBS, AND DRIVEWAYS INSPECTED BY STREET & ALLY DIVISION 308-385-5322

CASEY'S SERVICE UTILITIES

SANITARY SEWER 4" SCH 40 PVC CONNECTION AT MAIN LOCATED IN EDDY STREET

WATER 1.5" CTS, HDPE, SD99, CS-200 PSI CONNECTION AT MAIN ON BROADWELL AVENUE

ELECTRIC 3 PHASE, 120/208, 800 AMP. CONNECTION VERIFY WITH POWER COMPANY

TELEPHONE 8 PAIR, 3 LINES CONNECTION VERIFY WITH TELEPHONE COMPANY

NATURAL GAS...NOT NEEDED (ALL ELECTRIC)

ZONING

ZONED - B2 GENERAL BUSINESS

FLOOD PLAIN

As Determined By the Hall County Planning and Zoning Department This Property is located in Flood Zone C. According to F.I.R.M. Map No. 310103 0005B, Dated March 2, 1983

SETBACKS

FRONT - 10'

SIDE - NONE, BUT IF PROVIDED, NOT LESS THEN 5', OR UNLESS ADJACENT TO A PARCEL WHOSE ZONE REQUIRES A SIDE YARD SETBACK, THEN FIVE FEET. IN THE CASE OF A CORNER LOT ADJACENT TO THE SIDE STREET, THE SETBACK SHALL BE 10'. WHEN ADJACENT TO A PUBLIC ALLEY, THE SETBACK IS OPTIONAL AND MAY RANGE FROM 0 TO 5 FEET.

REAR - NONE IF BOUNDED BY AN ALLEY; OTHERWISE 10'

SPEED LIMITS

EDDY STREET 30 M.P.H.

BROADWELL AVENUE 30 M.P.H.

BASIS OF BEARINGS

EAST LINE OF PARK RESERVE S 29°53'54" E - BEARING TAKEN FROM DERYL SORCENFREL L.S. 578 PLAT DATED JANUARY, 2006

PLAT REFERENCE

LYLE W. DAVIS L.S. 411

DATED OCTOBER 26, 1984

BENCHMARK

TBM #1 SE COR. LOT 2 TOP OF 1/2" PIPE IMBEDDED IN CONCRETE

ELEVATION - 99.82

TBM #2 CHAIR NAILS IN POWER POLE AT SW COR. OF LOT 2

ELEVATION - 100.79

CITY COMMENTS AFTER PLAN REVIEW OF BUILDING SET OF PLANS 11-25-08

- SHEET C-101: CODES USED WERE SHOWN INCORRECT THE CODES THE CITY FOLLOWS ARE: 2006 IBC, 2006 UPC, 2006 UMC, AND 2008 NEC
- PROVIDE ONE PORTABLE FIRE EXTINGUISHER WITHIN 30' OF KITCHEN COOKING AREA.
- PROVIDE PORTABLE FIRE EXTINGUISHER WITHIN 75' TRAVEL DISTANCE FROM ANY POINT IN THE ESTABLISHMENT PER 2006 IBC SECTION 906
- SHEET A-111: THERE MUST BE 3" NON-COMBUSTIBLE BUFFER BETWEEN THE EXHAUST HOOD SYSTEM & THE ACOUSTICAL CEILING.
- CONCRETE: SIDEWALKS, CURBS, AND DRIVEWAYS INSPECTED BY STREET & ALLY DIVISION 308-385-5322
- SHEET A-601: DOOR #100.1 SHALL HAVE SAFETY GLAZING INSTALLED
- SHEET P-101: FOOD PREP SINK MUST HAVE AN INDIRECT WASTE.
- SHEET E-601:
 - NOTE 2602 CABINET NEEDS TO BE 800 AMP
 - CONDUIT SCHEDULE
 - CONDUIT #1 NEEDS TO BE 3-1/2"
 - CONDUCTOR #2 NEEDS TO BE #1/0 GROUND TO TAP BLOCK CABINET
 - CONDUIT #3 NEEDS TO BE 2-1/2". CHECK THE TAP LENGTH
 - ALL ELECTRICAL MUST MEET 2008 NEC REQUIREMENTS.

CASEY'S Construction Division

One Convenience Blvd., P.O. Box 3001, Arapahoe, IA 50021 515-965-6100

PROJECT: GRAND ISLAND, NE #2737

1814 N EDDY STREET

"O"-STYLE STORE (WOOD FRAME)

DATE: 02-20-08

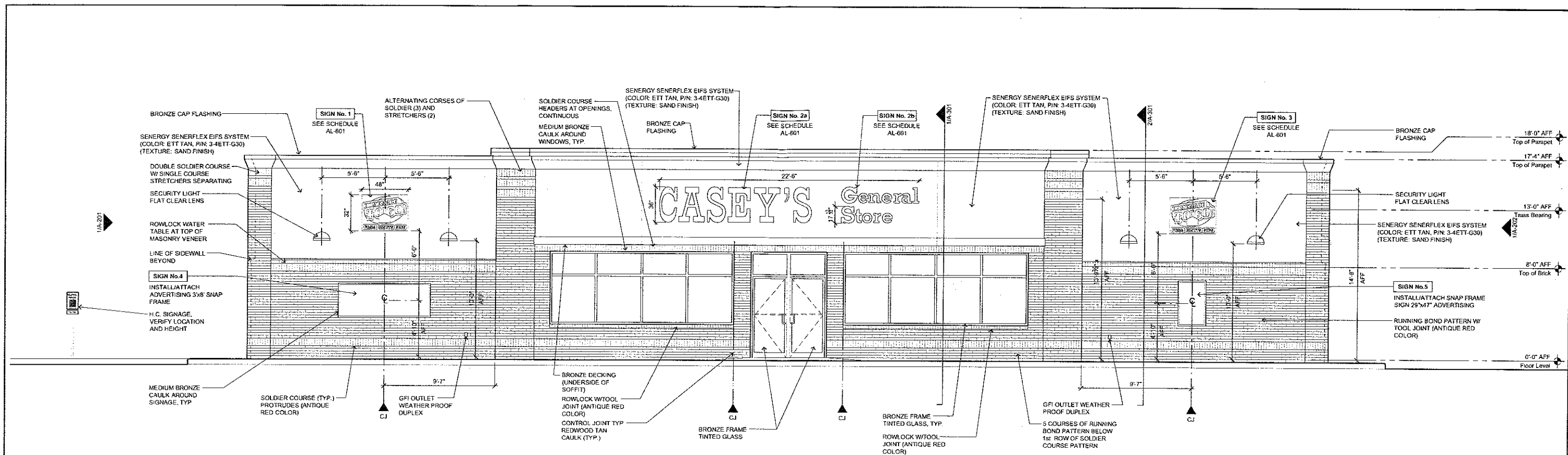
03-13-08

09-02-08

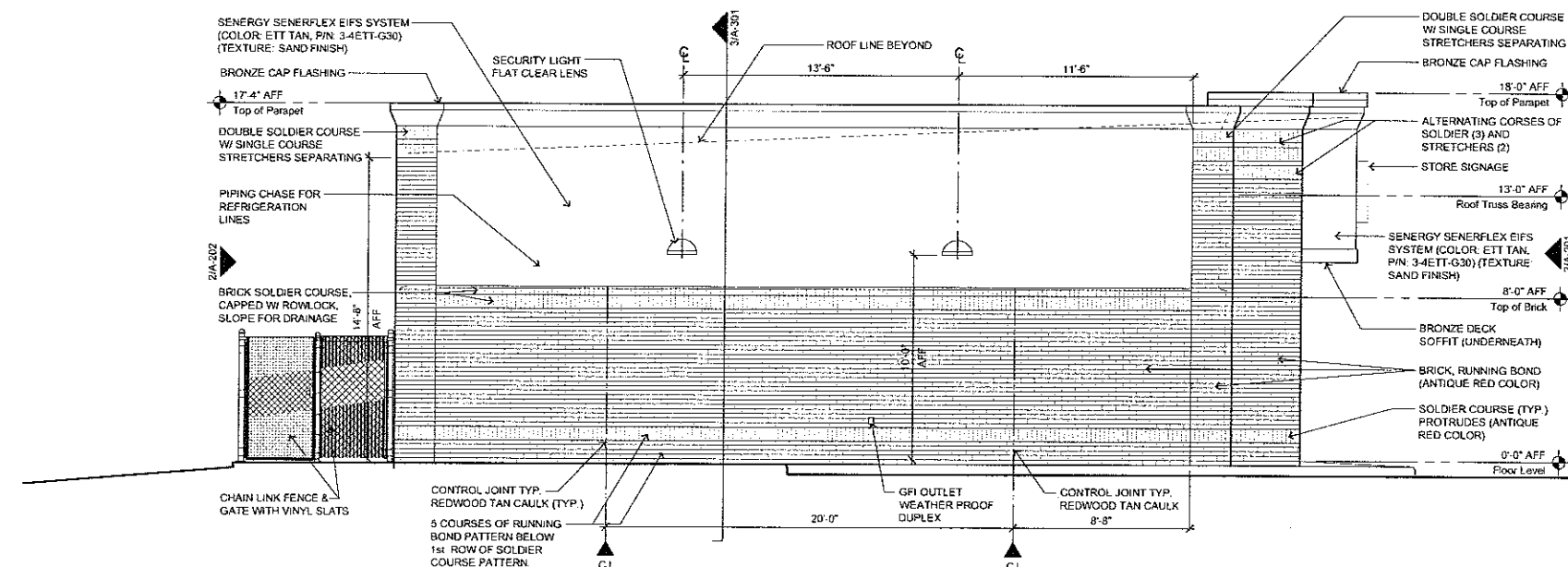
11-25-08

SITE PLAN

C-101



2 Front Elevation
1/4" = 1'-0"



1 Left Side Elevation
1/4" = 1'-0"

General Notes

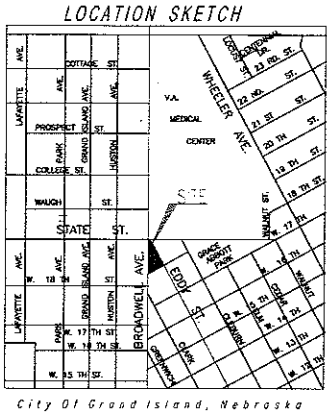
1. GENERAL CONTRACTOR TO INSTALL BOTH PIPING CHASE FOR REFG. LINES
2. REFER TO AL-601 FOR SIGNAGE SCHEDULE, INCLUDING SIZE AND AREA OF SIGNS SHOWN ON ELEVATIONS.

CASEY'S CONSTRUCTION DIVISION One Convenience Blvd., P.O. Box 3001, Ankeny, IA 50021 515-965-6100	
PROJECT: "O"-STYLE STORE	REVISED: 07-30-08 10-15-08 11-18-08
CONSTRUCTION DIVISION	EXTERIOR ELEVATIONS A-201

ATTACHMENT #2

AN ALTA/ACSM OF LOTS 1, 2 & 12, GILBERT'S SUBDIVISION OF BLOCK 1 OF GILBERT'S SECOND ADDITION AND ALL OF PARK RESERVE OF THE RESUBDIVISION OF BLOCK 1, GILBERT'S SECOND ADDITION ALL TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA EXCEPT A TRIANGLE TRACT THERETO

(1721 N. BROADWELL, 1720 N. EDDY, 1724 N. EDDY, AND 1814 N. EDDY)



- LEGEND
- FOUND MONUMENT
 - SET 1/2"x24" REBAR W/PLASTIC CAP STAMPED R.L.S. 546
 - A ACTUAL DISTANCE
 - P PLATTED DISTANCE
 - S DERYL SORGENFEL L.S. 578 (JULY 2006)
 - R RECORDED DISTANCE
 - ✕ POWER POLE
 - ✕ GUY ANCHOR
 - ⊥ BOLLARD
 - ⊥ SIGN
 - PILLAR UNDER CANOPY
 - UNDERGROUND GAS TANK MANHOLE
 - DECIDUOUS TREE
 - ✕ STUMP
 - SHRUB
 - WATER HYDRANT
 - CURB STOP
 - ✕ GATE VALVE
 - ✕ STORM SEWER MANHOLE
 - ✕ CURB INLET
 - ELECTRICAL PEDESTAL
 - TELEPHONE PEDESTAL
 - WATER LINE
 - OVERHEAD POWERLINE
 - FENCE
 - GAS LINE
 - TELEPHONE LINE

UTILITY LEGEND

SEWER, WATER, AND POWER - CITY OF GRAND ISLAND	308-385-5444 Ext.280
GAS - NORTHWESTERN PUBLIC SERVICE COMPANY, GRAND ISLAND, NE	308-382-9545
TELEPHONE - QWEST, CALL CABLE LOCATE	800-642-8434
DIGGERS HOTLINE	800-331-5666

ZONING
ZONED - B2 GENERAL BUSINESS

FLOOD PLAIN
As Determined By the Hall County Planning and Zoning Department This Property is located in Flood Zone C. According to F.L.R.M. Map No. 310103 000579, Dated March 2, 1993.

SETBACKS
FRONT - 10'
SIDE - NONE, BUT IF PROVIDED, NOT LESS THAN 5', OR UNLESS ADJACENT TO A PARCEL WHOSE ZONE REQUIRES A SIDE YARD SETBACK, THEN FIVE FEET. IN THE CASE OF A CORNER LOT ADJACENT TO THE SIDE STREET, THE SETBACK SHALL BE 10'. WHEN ADJACENT TO A PUBLIC ALLEY, THE SETBACK IS OPTIONAL AND MAY RANGE FROM 0 TO 5 FEET.
REAR - NONE IF BOUNDED BY AN ALLEY, OTHERWISE 10'

SPEED LIMITS

EDDY STREET	30 M.P.H.
BROADWELL AVENUE	30 M.P.H.

BASIS OF BEARINGS
EAST LINE OF PARK RESERVE S 29°53'54" E. BEARING TAKEN FROM DERYL SORGENFEL L.S. 578 PLAT DATED JANUARY, 2006

PLAT REFERENCE
LYLE W. DAVIS L.S. 411
DATED OCTOBER 26, 1984

BENCHMARK
TBM #1 SE COR. LOT 2 TOP OF 1/2" PIPE IMBEDDED IN CONCRETE
ELEVATION - 99.82
TBM #2 CHAIR NAILS IN POWER POLE AT SW COR. OF LOT 2
ELEVATION - 100.79

SURVEYOR'S CERTIFICATE
To Casey's General Stores, Inc.:
This is to certify that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 3, 5, 6, 10 & 11 of Table A thereof, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification), undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Nebraska, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

I do hereby certify that, under my personal supervision, this plat was prepared from an actual survey completed this 16th day of February, 2007, and is correct to the best of my knowledge.

Dylan L. Langenberg, Registered Land Surveyor
Nebraska Reg. No. 546

RECORDED LEGAL DESCRIPTION
Lots 1, 2, & 12 of Gilbert's Subdivision of Block 1 of Gilbert's Second Addition and all of Park Reserve of the Resubdivision of Block 1, Gilbert's Second Addition all to the City of Grand Island, Hall County, Nebraska, Except for a triangular piece of ground deeded to the City of Grand Island, in Quit Claim Deed filed in Book 89 at Page 641, described as follows: Beginning at the intersection of the East line of Broadwell Avenue and the West line of Eddy Street, going South along the East line of Broadwell Avenue, a distance of 50 feet, thence Easterly to the West line of Eddy Street, thence Northerly a distance of 50 feet along the westerly line of Eddy Street to the Point of Beginning.



CASEY'S General Store

CASEY'S CONSTRUCTION DIVISION
One Convenience Blvd., P.O. Box 3091, Ankeny, IA 50021 515-965-6100

GRAND ISLAND, NE #2737
1814 N. EDDY STREET
"O"-STYLE STORE (WOOD FRAME)

DATE: 02-20-08
TIME: 09:02:08

SITE SURVEY

G-101

ATTACHMENT # 4

STORE "O" CONSTRUCTION COST ESTIMATE

COST BREAKDOWN

SITE WORK	\$145,400.00
CONCRETE	\$191,400.00
BUILDING (STEEL/MASONRY)	\$105,000.00
CARPENTRY	\$52,000.00
INTERIOR FINISHES	\$35,800.00
PETROLEUM (TANKS/PUMPS)	\$106,700.00
GASOLINE CANOPY	\$125,000.00
HVAC & EQUIPMENT	\$124,000.00
TOTAL FOR EVERYTHING ABOVE THIS LINE	\$885,300.00

PLUS (SEPARATE PERMITS OBTAINED)

PLUMBING	\$34,000.00
ELECTRICAL	\$75,000.00
TOTAL PLUMBING & ELECTRICAL:	\$109,000.00

SIGNAGE COSTS:

STANDARD SIGNAGE	\$7,500.00
MONUMENT SIGN	\$10,000.00
TOTAL SIGNAGE COST:	\$17,500.00

TOTAL COSTS FOR SITE:	\$1,138,300.00
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