

RESOLUTION NO. 1311

RESOLUTION APPROVING A TAX INCREMENT REBATE DEVELOPMENT AGREEMENT
WITH CASEY'S MARKETING COMPANY IN AN AMOUNT NOT TO EXCEED \$561,348.65.

WHEREAS, Casey's General Stores has heretofore submitted a proposed Site Plan to construct a gas and convenience store at 615 S. Downey Street in the City of West Branch, Iowa (the "Project"); and

WHEREAS, the City of West Branch Planning and Zoning Commission has reviewed the proposed Site Plan and recommended its approval to the West Branch City Council; and

WHEREAS, the Project requires public improvements for S. Downey Street and Tidewater Drive; and

WHEREAS, Casey's Marketing Company has agreed to cause these improvements to be constructed; and

WHEREAS, the City of West Branch has agreed to repay Casey's Marketing Company for the City's share of these costs through tax increment financing rebates; and


WHEREAS, the West Branch City Attorney has drafted a development agreement with Casey's Marketing Company for the consideration of the West Branch City Council; and

WHEREAS, Casey's Marketing Company has reviewed and is in agreement with the development agreement; and

WHEREAS, it is now necessary to approve said development agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned development agreement with Casey's Marketing Company is hereby accepted.

Passed and approved this 18th day of May, 2015.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



Book 1271 Page 12-31

Document 2015 1720 Pages 20

Date 6/23/2015 Time 11:06:03AM

Rec Amt \$102.00

Chg

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277

Return to: City Clerk, City of West Branch, Iowa, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into by and between the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as "City"; and **Casey's Marketing Company**, an Iowa corporation, One SE Convenience Boulevard, Ankeny, Iowa 50021, hereafter referred to as "Developer."

WHEREAS, Developer owns that certain parcel of property legally described on Exhibit "A" attached hereto and incorporated into this Agreement by this reference (the "Property"); and

WHEREAS, Developer intends to construct a convenience store with gasoline sales facilities on the Property prior to the end of calendar year 2016. (the "Project"); and

WHEREAS, in order to comply with the City ordinances, the Developer will need to construct certain improvements, including, but not limited, to grading, storm sewer piping and structures, sanitary sewer piping and structures, curb and gutter, and PCC streets and sidewalk improvements along S. Downey Street and Tidewater Drive in the City (the "Improvements"); and

WHEREAS, the Developer will engage the services of a licensed professional engineer to design the Improvements; and

WHEREAS, the Developer will cause the Improvements to be constructed by a qualified contractor to construct the Improvements; and

WHEREAS, the City has agreed to reimburse the Developer for all or a portion of the Improvements that are not attributable to the Project; and

6/23/2015 Recorder's Note: Larger & more legible copies of the Exhibits are available for viewing at the city office.

WHEREAS, the Property is located within the West Branch Urban Renewal Area ("Urban Renewal Area"); and

WHEREAS, the construction of the Improvements by the Developer and subsequent reimbursement of all or a portion of the Improvements to the Developer by the City is a project included in the Amended and Restated West Branch Urban Renewal Plan ("Urban Renewal Plan") in strict compliance with Chapter 403 of the Code of Iowa (2013); and

WHEREAS, Chapter 15A of the Code of Iowa (2013) authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to and for the benefit of private persons.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

A. Developer's Obligations.

1. The Developer will cause the Improvements to be designed in strict compliance with the City ordinances and reviewed and approved by the City or its representatives and the Iowa Department of Transportation prior to the commencement of the construction of the Improvements by the Developer. The plans and specifications for the Improvements are listed by reference on Exhibit "B" of this Agreement and incorporated herein by this reference. The cost estimate for the construction of the Improvements shall be attached hereto as Exhibit "C" (the "Initial Estimate"). Said Initial Estimate shall clearly show the portions of the Improvements that are not attributable to the construction of the Project on the Property by the Developer.

2. The Developer will, at its sole cost and under its sole control, cause the Improvements to be constructed in strict compliance with all applicable laws, regulations and ordinances, including standard specifications per the Iowa Statewide Urban Design and Specifications (SUDAS) and the Iowa Department of Transportation (IDOT).

3. The Developer will also construct the Project on the Property in strict compliance with the Site Plan approved by the City Council on May 18, 2015. Said Project shall be completed no later than December 31, 2016, subject to extension by City Council in the event that issues related to contaminated soils delay the Project. For the purposes of this subparagraph (3), completed shall mean the granting of an occupancy permit for the Project by the City and completion of the Improvements.

4. The Developer, after acceptance of the Improvements by the City Engineer, shall deposit with the City all applicable maintenance bonds for the time periods required under Chapter 173 of the West Branch Code of Ordinances.

5. The Developer shall maintain and operate the Project for a period of at least twenty (20) years following the issuance of an occupancy permit for the Project. In the case that the Developer ceases to maintain and operate the Project, the City's obligation to make payments under this Agreement ceases.

6. The Developer shall pay, when due, all real estate taxes to the Cedar County Treasurer. Prior to any rebate payment, the Developer shall provide receipts to the City evidencing payment of said real estate taxes. No rebate payment will be provided until such time as the Developer provides receipts to the City evidencing payment of said real estate taxes.

7. The Developer shall pay to the City \$48,639.40 for engineering services provided by Veenstra & Kimm, Inc., per Exhibit "C," prior to receiving any payment under this Agreement.

8. The Developer shall maintain and operate the Casey's gas station and convenience store currently located at 311 E. Main Street for the duration of this Agreement. At such time that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases, until Casey's Marketing Company provides the City with the right of first refusal on the property located at 311 E. Main Street.

9. In the case that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, and the City is provided with the right of first refusal on the property located at 311 E. Main Street, Casey's Marketing Company has 180 days to dispose of the Property at 311 E. Main Street. In the case that Casey's Marketing Company fails to dispose of the Property within 180 days of ceasing to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases.

B. City's Obligations.

1. The City, at its sole cost and expense, shall obtain any right-of-way necessary to construct the Improvements.

2. The City shall not pass any proceedings that would seek to place any special assessments onto the Property.

3. In recognition of the Developer's obligations set out above, the City agrees to maintain the tax increment ordinances in effect and to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa; provided, however, that the aggregate, total amount of the Payments shall not exceed the calculation of the City's reimbursement cost contemplated on Exhibit "C". In no event shall the total amount of payments hereunder exceed the total amount of \$561,348.65, which includes the City's cost of the project of \$512,709.25 and the reimbursement of Veenstra & Kimm engineering fees of \$48,639.40, per Exhibit "C." The first payment to the Developer shall not be made until the first full assessment on the Property has been assessed. For example, if the Project is completed no later than December 31, 2016, the first Payment to the Developer would occur by December 1, 2018.

4. The Payments shall be made on June 1st and December 1st (the "Payment Date") of each fiscal year. The Developer expressly agrees that no Payment will be made to the Developer if the Developer is not in compliance with this Agreement.

5. Each Payment shall be in the amount of 100% of the real estate taxes paid by the Developer on the incremental value of the Property, less all tax payments for debt services levies for all taxing entities associated with the Property.

6. The Payments to the Developer contemplated under this Agreement will be for twenty (20) fiscal years (a total of forty (40) payments) after the first payment made by the City or when \$561,348.65 has been paid by the City to the Developer, whichever is sooner.

7. The Payments contemplated under this Agreement shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Cedar County Treasurer, which are attributable to the Property.

8. Each Payment contemplated under this Agreement shall be subject to the annual appropriation of the City Council. Prior to December 1st of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year 100% of the amount of tax increment revenues to be collected in the following fiscal year (the "Appropriated Amount"). The Developer expressly agrees that in no event shall the Appropriated Amount, when added to the previous payments, exceed the Actual Costs.

The City agrees to certify pursuant to Section 403.19 of the Iowa Code by December 1st of each year during the term of this Agreement to the Cedar County Auditor an amount equal to the most recent Appropriated Amount. The City will give notice to the Developer of the amount certified pursuant to Section 403.19 of the Code on or before December 1st of each year, for the

fiscal year beginning the following July 1st. If the City fails to certify an amount to be collected pursuant to said Section 403.19 of the Code for the obligations contemplated under this Agreement, then an event of non-appropriation shall have occurred, as discussed herein. If an event of non-appropriation occurs, the City's obligation to pay pursuant to this Agreement for the fiscal year in question shall cease, and the Developer expressly acknowledges that it has no recourse against the City for said non-appropriation. Future Payments, if any, contemplated under this Agreement shall be subject to future appropriation by the City, all of which shall be contemplated pursuant to said Section 403.19 and certified each December 1st for the fiscal year beginning the following July 1st.

C. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party. However, by execution of this Agreement, the City hereby authorizes the Developer to assign the rights to receive the Payments to a private lender, as security, without further action of the City Council and, upon receipt of an assignment from the Developer to a lender, agrees to make Payments directly to such lender.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. This Agreement may be executed in counterparts.

Dated this 4th day of June, 2015.

SIGNATURE PAGE FOR THE CITY OF WEST BRANCH, IOWA



Mark Worrell, Mayor

ATTEST:



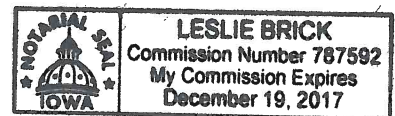
Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this 18 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

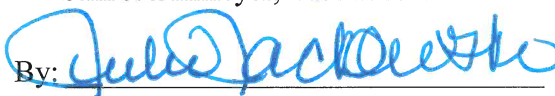


Notary public



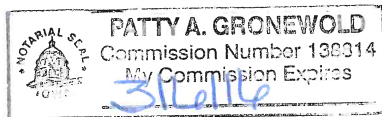
SIGNATURE PAGE OF CASEY'S MARKETING COMPANY

By: 
Sam J. Billmeyer, Vice President

By: 
Julia L. Jackowski, Secretary

STATE OF IOWA, COUNTY OF POLK:

On this 4th day of June, 2015, this document was executed by Sam J. Billmeyer and Julia L. Jackowski, as Vice President and Secretary, respectively, of Casey's Marketing Company.



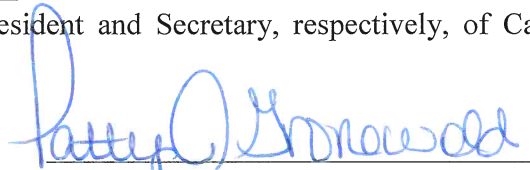
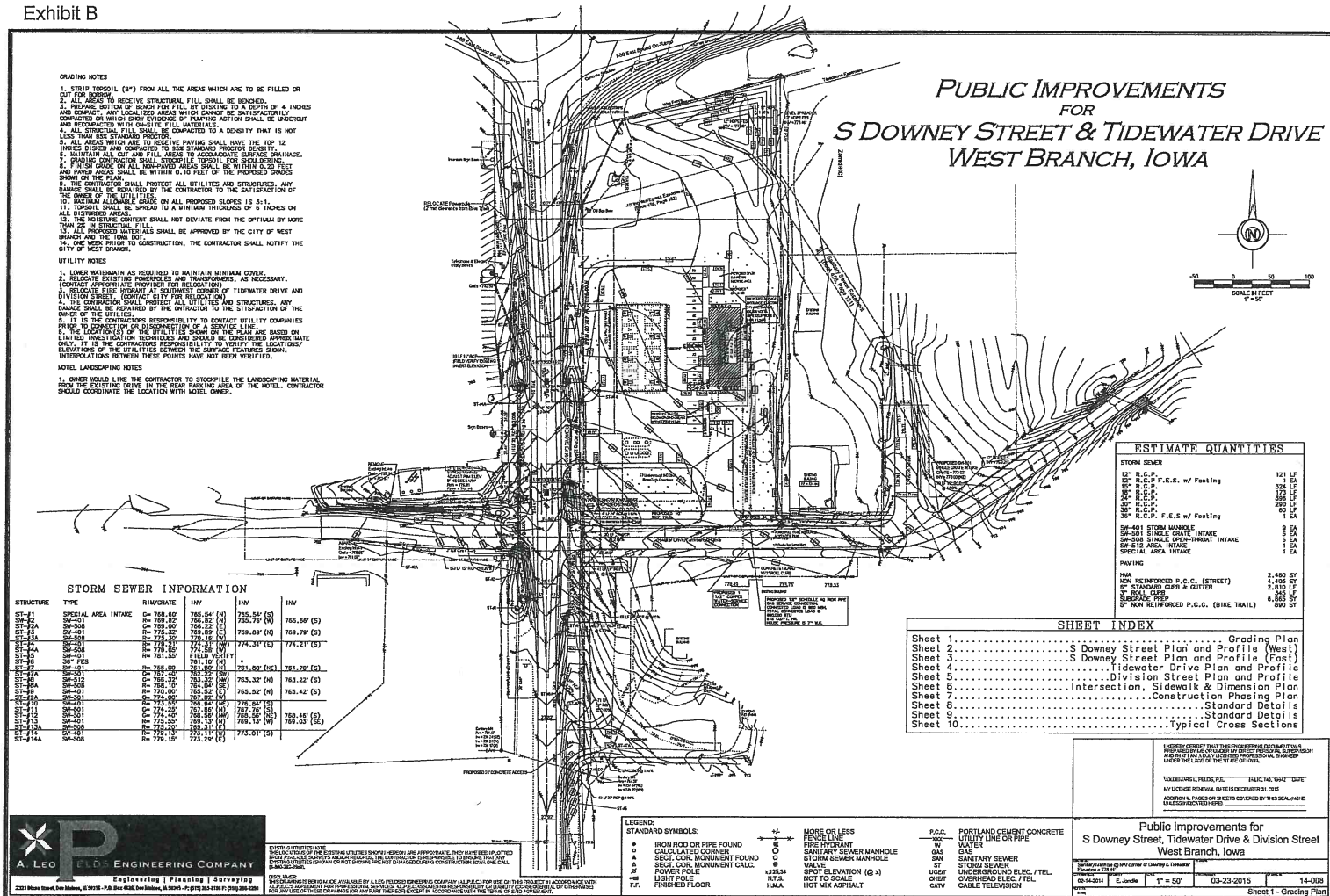

Notary Public

Exhibit A

LEGAL DESCRIPTION of 615 S. Downey Street, West Branch, IA 52358:

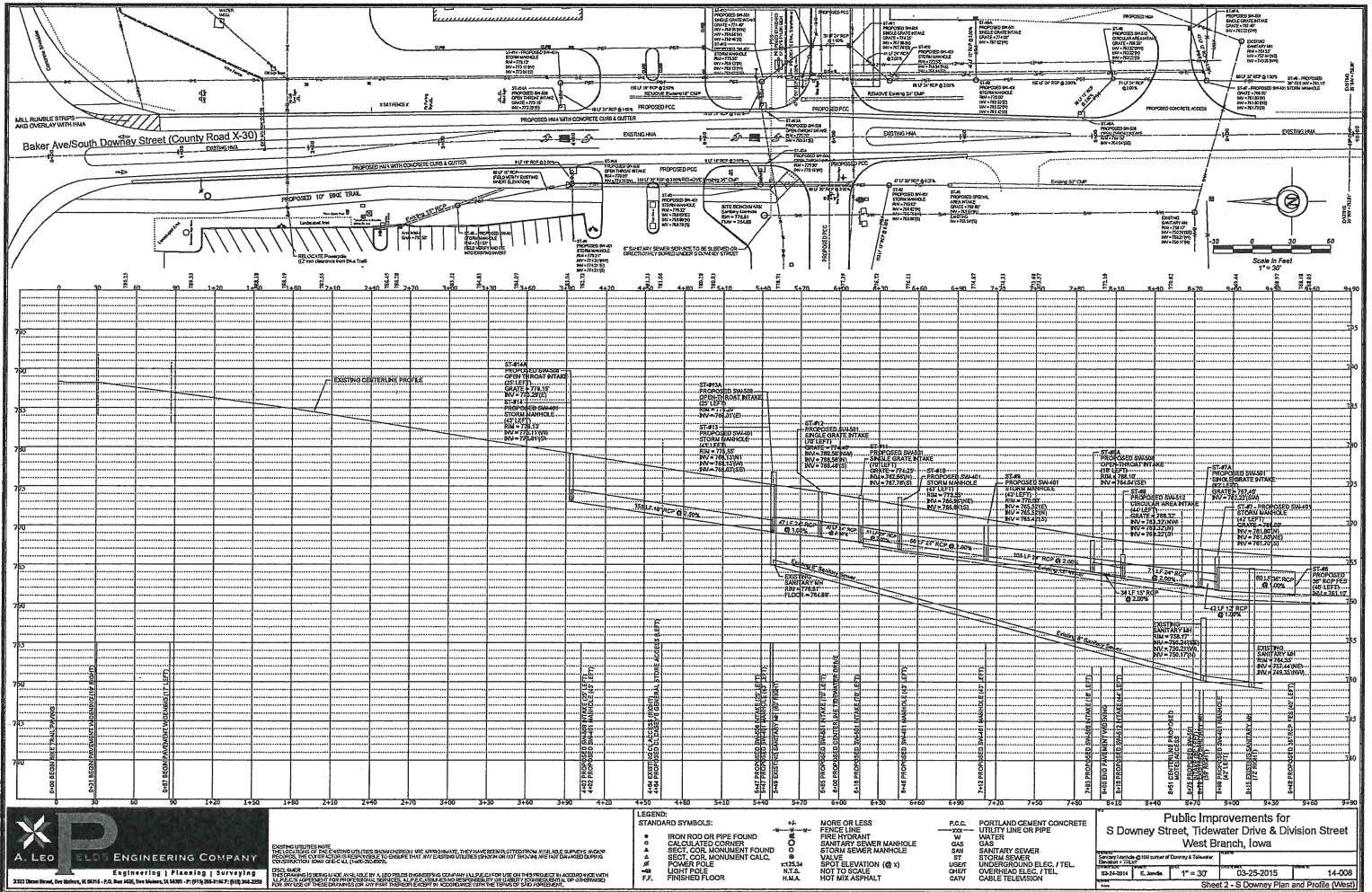
The West 259.00 feet of a parcel of land in the North 1/2 of the Southwest 1/4 of Section 8, T 79N, R 4W of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, Page 320 in the Auditor's Office of Cedar County, Iowa, except the South 40.00 feet thereof more particularly described as follows:

COMMENCING at a point of reference at the Southwest Corner of the North 1/2 of the Southwest 1/4 of said Section 8; THENCE N 90° 00' 00" E, 50.00 feet along the South line of said North 1/2 to a found 5/8" iron pin at a point of intersection with the Easterly Right-of-Way line of County Road "D"; THENCE N 0° 33' 00" W, 304.00 feet along said Easterly Right-of-Way line to an iron pin being the POINT OF BEGINNING of Parcel "A"; THENCE N 90° 00' 00"E, 259.00 feet to an iron pin; THENCE N 0° 33' 00"W, 585.25 feet to an iron pin along the southerly Right-of-Way line of Interstate 80; THENCE S 74° 51' 00"W, 215.19 feet along said Southerly Right-of-Way line to an iron rail; THENCE S 24° 43' 00"W, 118.90 feet along said Southerly Right-of-Way line to an iron rail along the said Easterly Right-of-Way line of County Road "D"; THENCE S 0° 33' 00"E, 421.00 feet to the POINT OF BEGINNING; and subject to easements of record, and containing 3.21 acres.



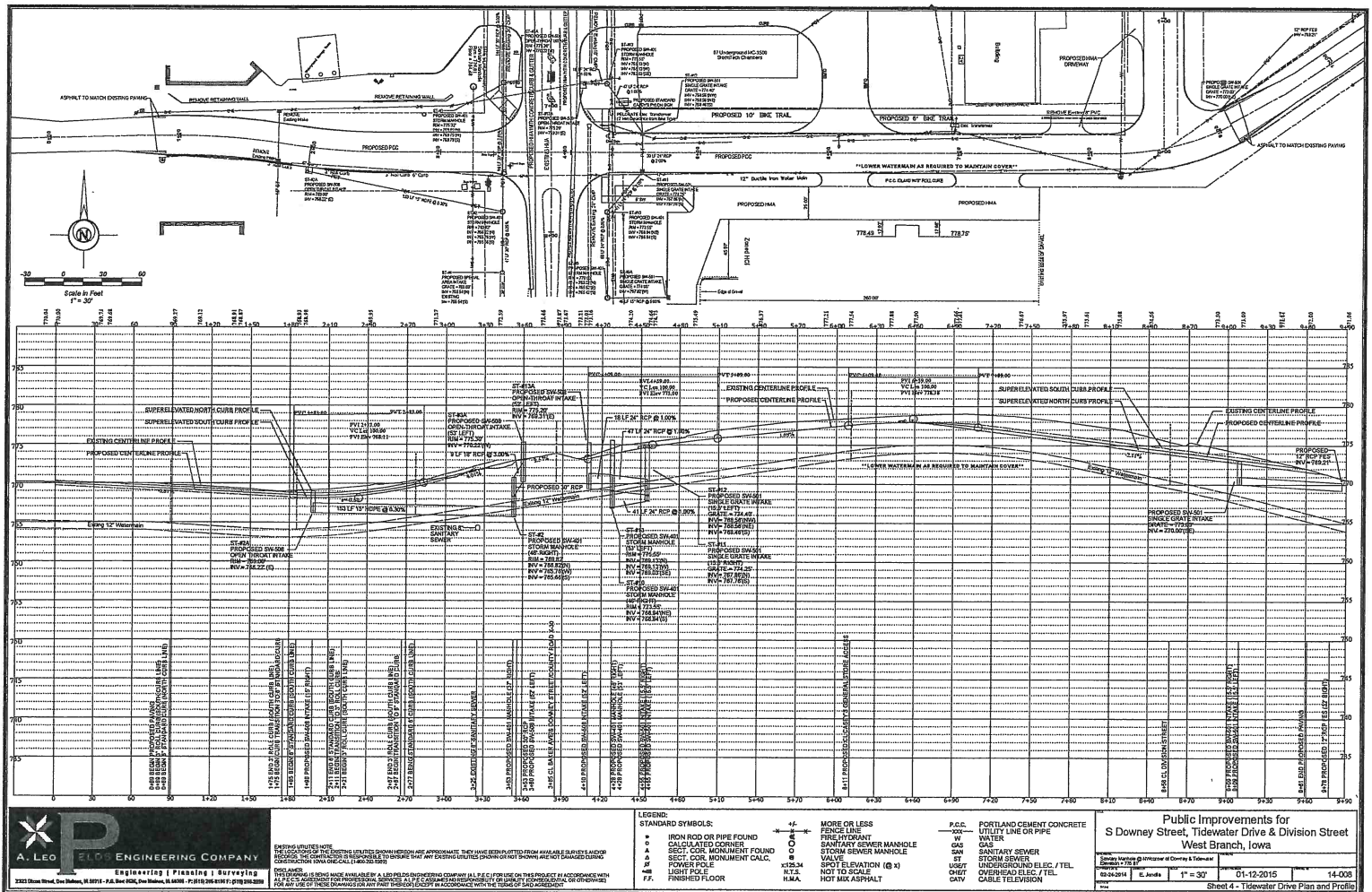
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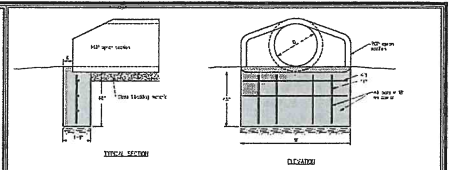
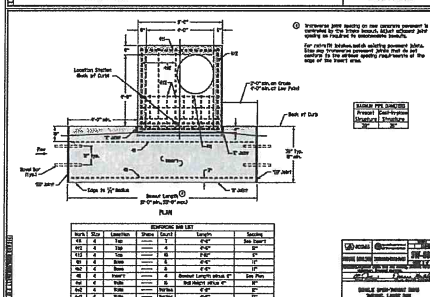
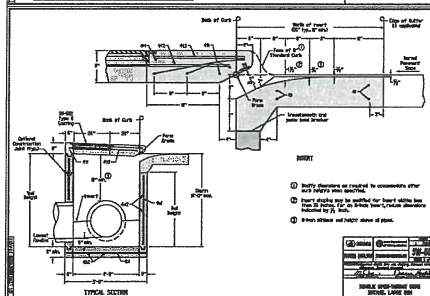
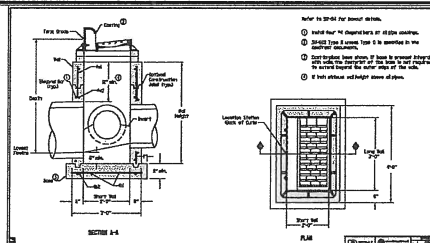
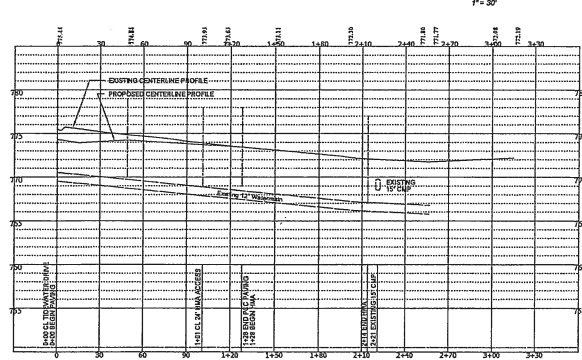
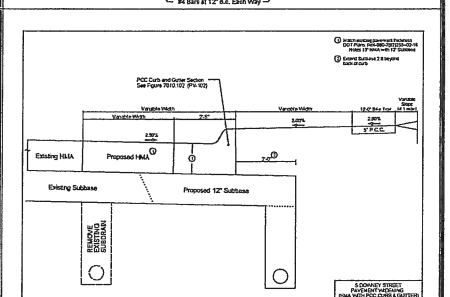
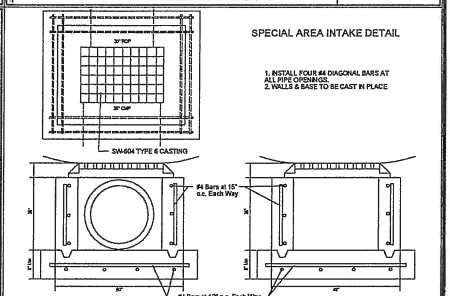
Exhibit B



BOOK 1071 PAGE 22

Exhibit B



[illegible]

 **A. LEO ELOS ENGINEERING COMPANY**
Engineering | Planning | Surveying
2323 Drake Road, Des Moines, IA 50319 • P.O. Box 6024, Des Moines, IA 50326 • F: (515) 265-2136 F: (515) 266-2258

EXISTING UTILITIES NOTE:
THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. (PHONE ONE-CALL: 1-800-332-5889).

DISCLAIMER:
THIS DRAWING IS BEING MADE AVAILABLE BY A LEAD DESIGN ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS OR ANY PART THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FOR ANY USE OF THESE DRAWINGS OR ANY PART THEREOF.

LEGEND:
STANDARD SYMBOLS:

- IRON ROD OR
- CALCULATED
- ▲ SECT. COR. M
- △ SECT. COR. M
- ⚡ POWER POLE
- ☛ LIGHT POLE
- F.F. FINISHED FLO

PIPE FOUND	+	MORE OR LESS
CORNER	+	FENCE LINE
MONUMENT FOUND	+	FIRE HYDRANT
MONUMENT CALC.	+	SANITARY SEWER MANHOLE
	+	STORM SEWER MANHOLE
	+	VALVE
	+	SPOT ELEVATION (@ x)
	+	NOT TO SCALE
	+	HOT MIX ASPHALT

P.C.C.	PORTLAND CEMENT CONCRETE
XXX	UTILITY LINE OR PIPE
W	WATER
GAS	GAS
SAN	SANITARY SEWER
ST	STORM SEWER
UG/E	UNDERGROUND ELEC. / TEL.
O/H	OVERHEAD ELEC. / TEL.
CATV	CABLE TELEVISION

Public Improvements for S Downey Street, Tidewater Drive & Division Street West Branch, Iowa			
PROJECT Sanitary Mainline @ the corner of Downey & Tidewater Elevation = 778.81'		DATE	
DATE 02-24-2014	BY E. Janda	DATE 01-12-2015	BY 14-008
SHEET 5 - Division Street Plan and Profile			

Exhibit B

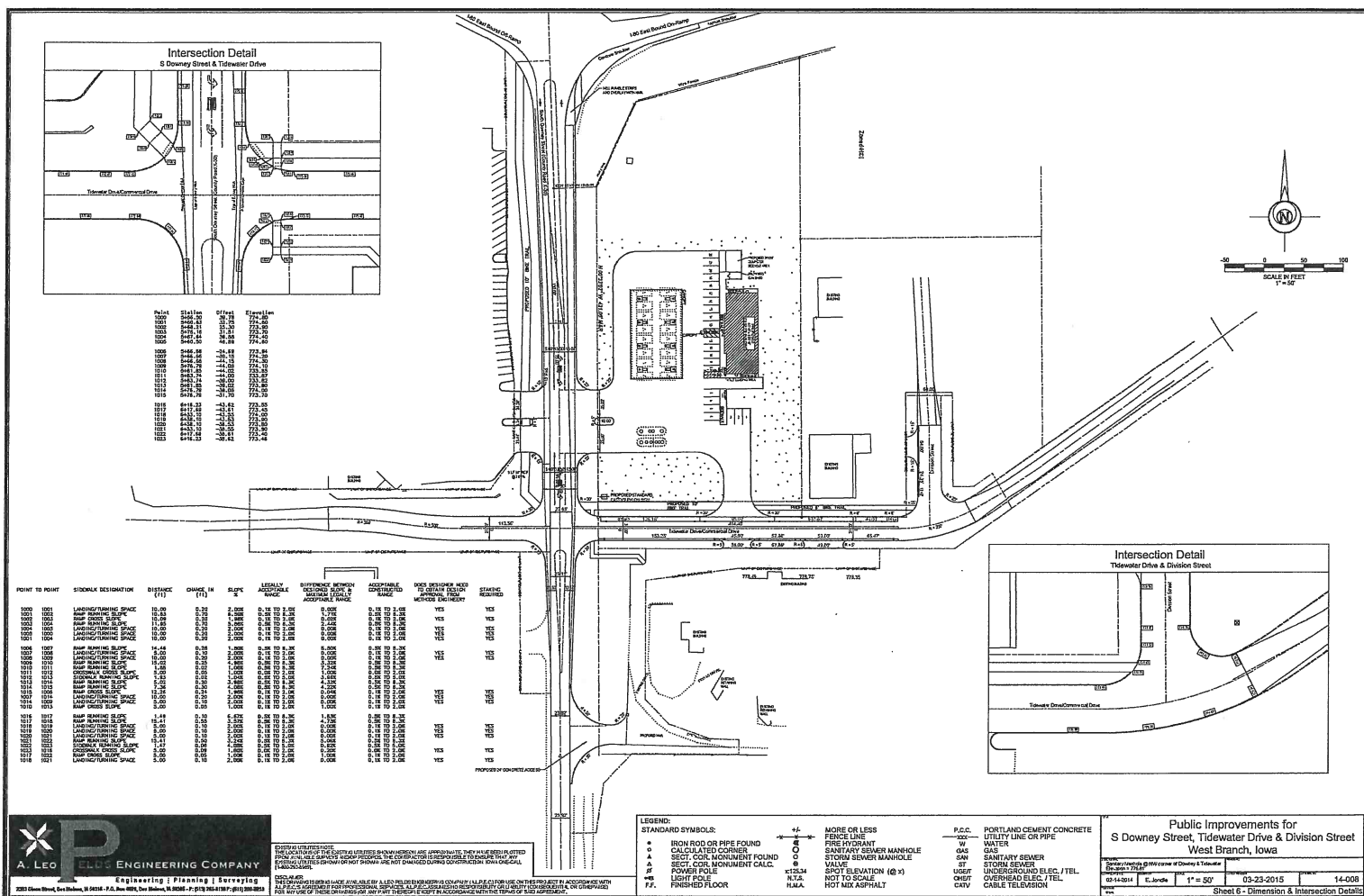


Exhibit B

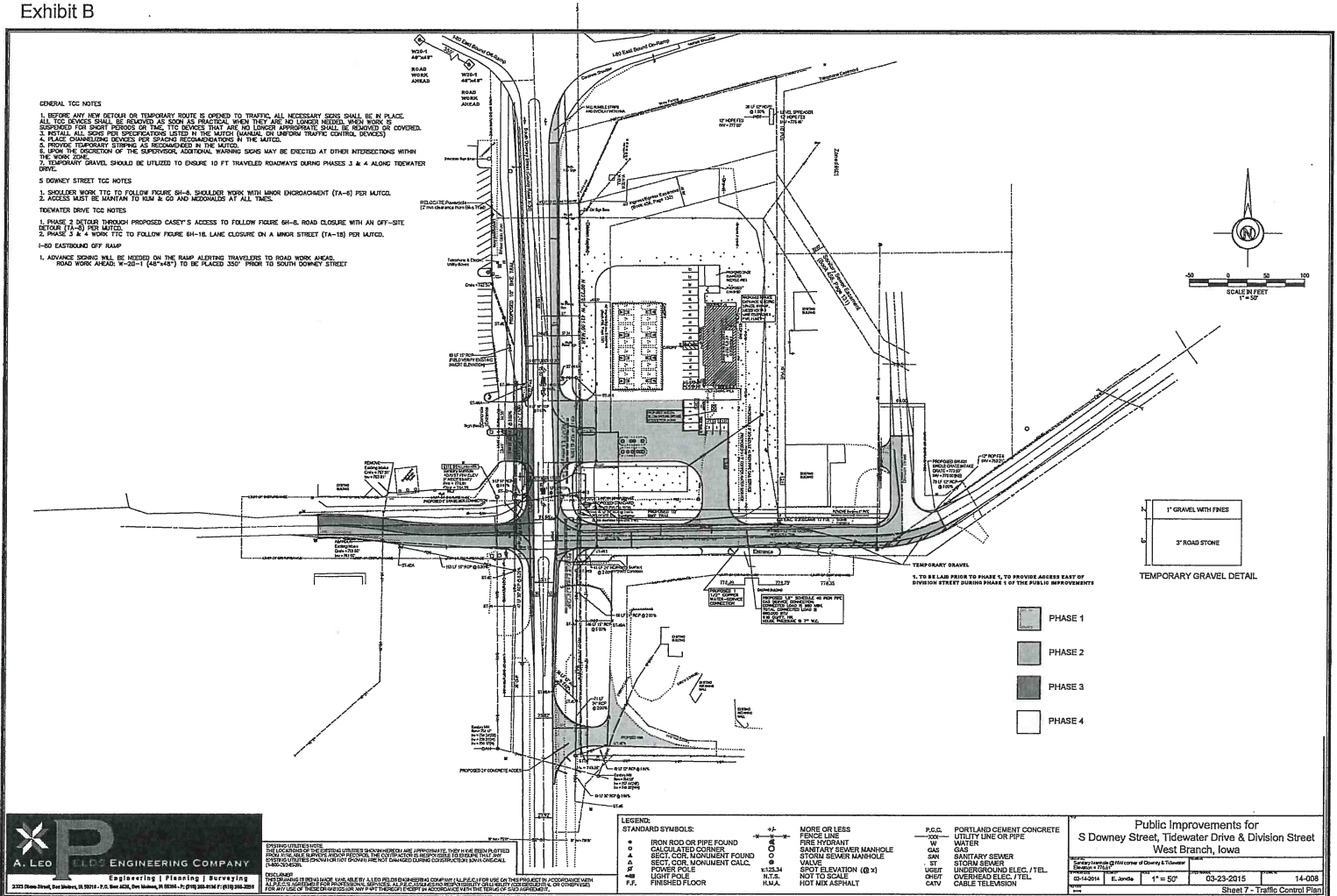
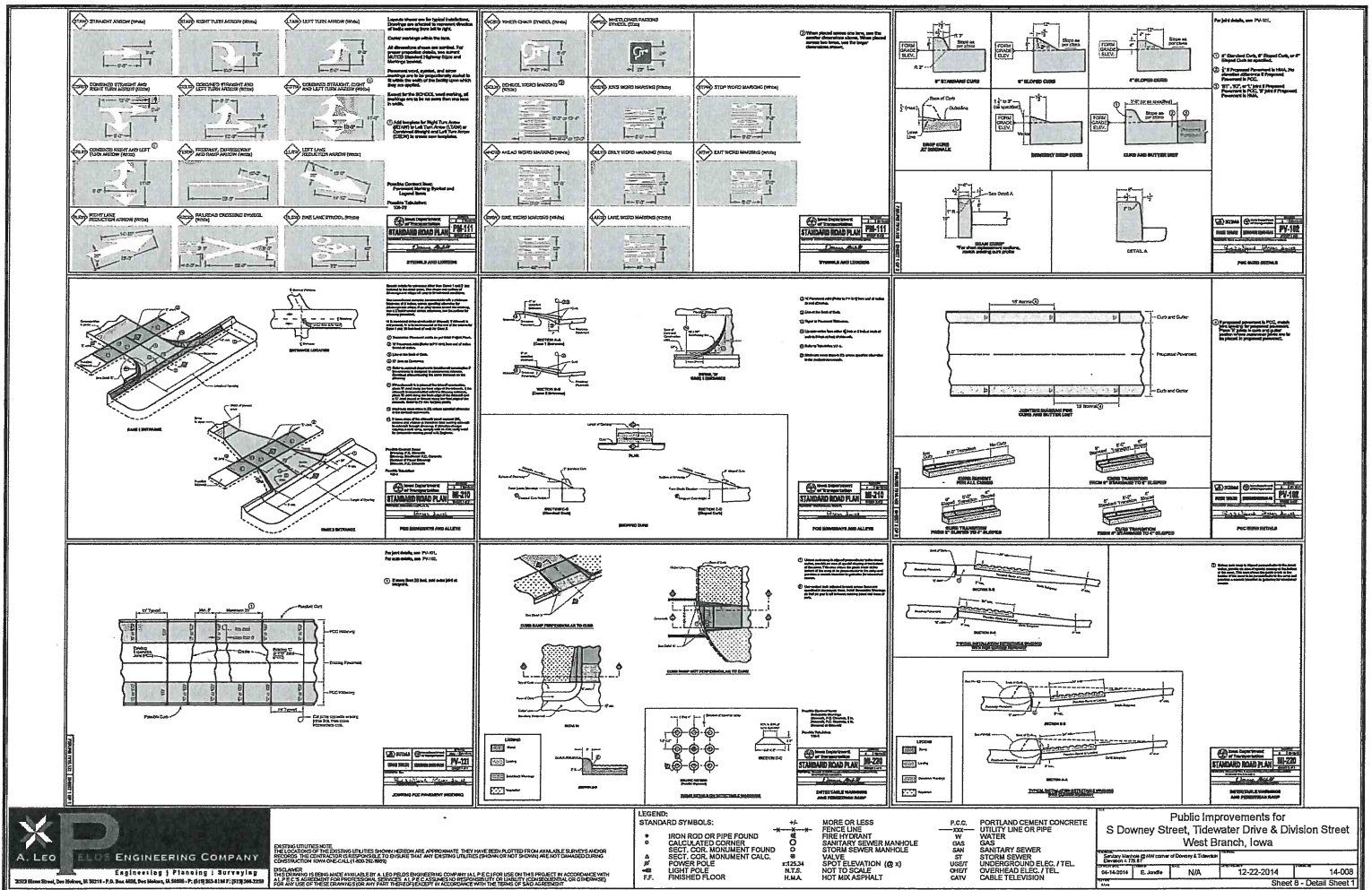


Exhibit B



BOOK 1271 PAGE 27

Exhibit B

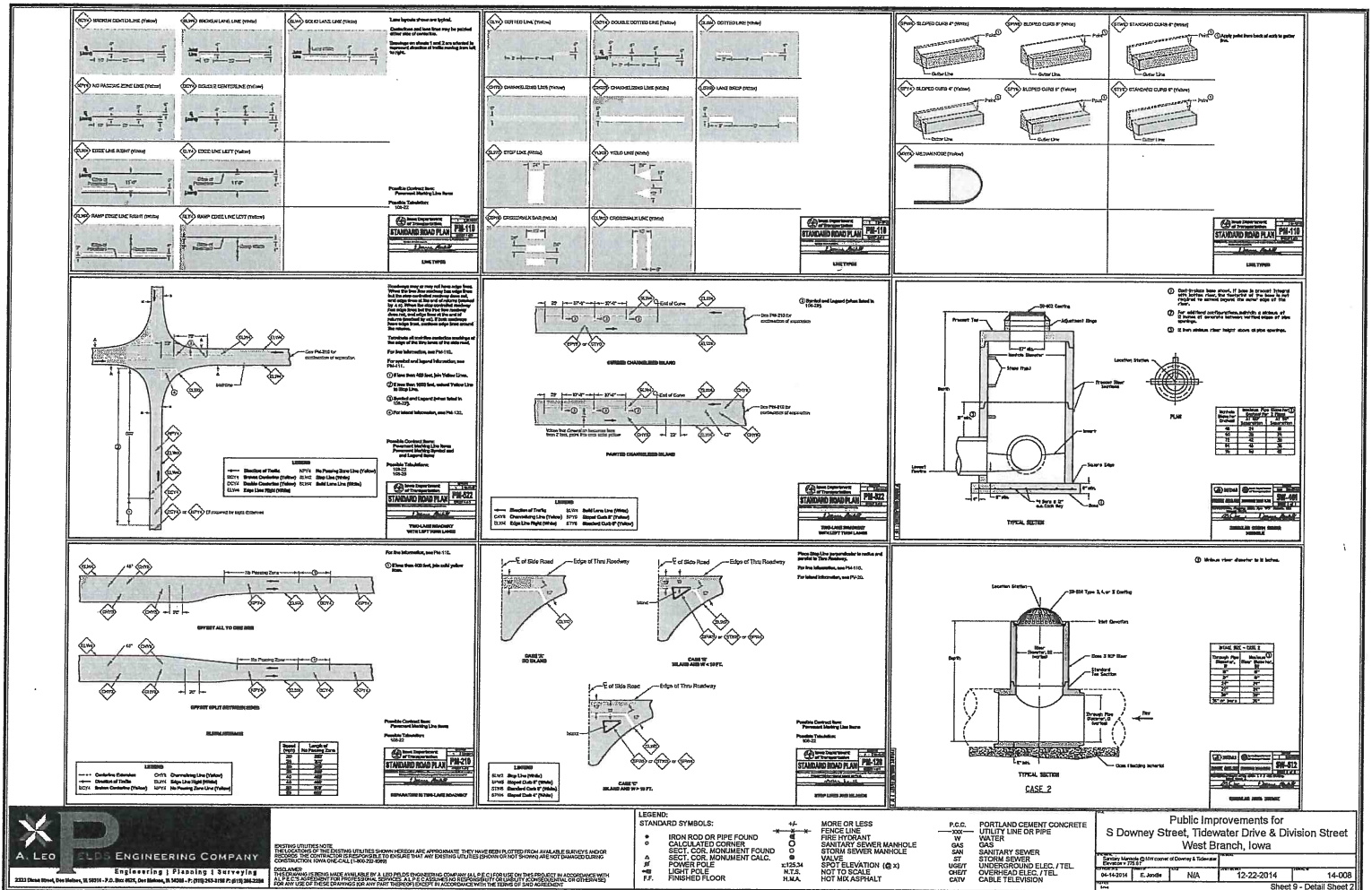
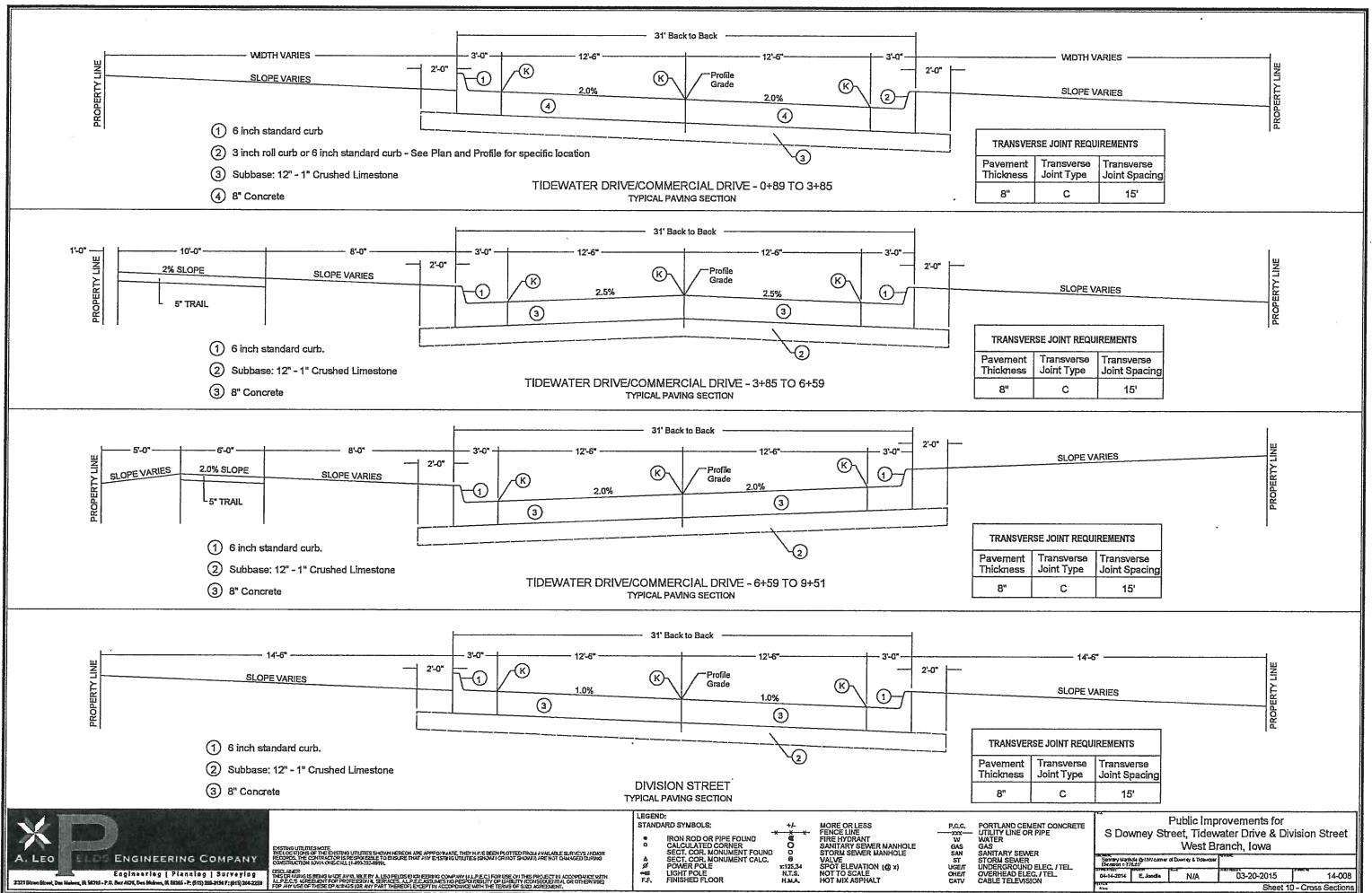


Exhibit B



BOOK 1271 PAGE 29

Exhibit C

Estimate Project Construction Cost
Tidewater and Downey Improvements
West Branch, Iowa
2/16/2015

No.	Description	Unit	Unit Price	Quantity	Extended Price
1	CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
2	TRAFFIC CONTROL	LS	\$10,000.00	1	\$10,000.00
3	MOBILIZATION	LS	\$25,000.00	1	\$25,000.00
4	SILT FENCE	LF	\$1.50	1,000	\$1,500.00
5	RWYL OFF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$1.00	1,000	\$1,000.00
6	EXCAVATION, CL 10, ROWY+BORROW	CY	\$5.00	5,775	\$28,875.00
7	PAVEMENT REMOVAL	SY	\$6.00	4,030	\$24,180.00
8	MODIFIED SUBBASE	CY	\$25.00	1,200	\$30,000.00
9	LONGITUDINAL SUBDRAIN	LF	\$6.00	1,505	\$9,030.00
10	PCC TRAIL, 9"	SY	\$28.00	890	\$24,920.00
11	PCC ROLL CURB, 3"	LF	\$15.00	345	\$5,175.00
12	PCC STANDARD CURB AND GUTTER, 6"	LF	\$14.00	2,810	\$39,340.00
13	PCC PAVEMENT 6"	SY	\$35.00	4,405	\$154,175.00
14	HMA PAVEMENT, 11M ESAL	SY	\$45.00	2,480	\$111,700.00
15	DETECTABLE WARNING -CURB RAMP	SF	\$45.00	81	\$3,645.00
16	REMOVE AND REPLACE SIGN	EACH	\$200.00	6	\$1,200.00
17	RESET HYDRANT	EACH	\$2,000.00	1	\$2,000.00
18	FIXTURE ADJUSTMENT	EACH	\$2,000.00	2	\$4,000.00
19	RCP FE8, 12", PCC FOOTING	EACH	\$1,000.00	1	\$1,000.00
20	RCP FE8, 36", PCC FOOTING	EACH	\$3,000.00	1	\$3,000.00
21	STORM SWR GRAVITY MAN, TRENCHED 12"	LF	\$38.00	121	\$4,598.00
22	STORM SWR GRAVITY MAN, TRENCHED 15"	LF	\$40.00	324	\$12,960.00
23	STORM SWR GRAVITY MAN, TRENCHED 18"	LF	\$45.00	173	\$7,785.00
24	STORM SWR GRAVITY MAN, TRENCHED 24"	LF	\$55.00	396	\$21,780.00
25	STORM SWR GRAVITY MAN, TRENCHED 30"	LF	\$65.00	290	\$18,850.00
26	STORM SWR GRAVITY MAN, TRENCHED 36"	LF	\$90.00	60	\$5,400.00
27	SW-401 STORM MANHOLE	EACH	\$3,000.00	9	\$27,000.00
28	SW-501 SINGLE GRATE INTAKE	EACH	\$3,000.00	5	\$15,000.00
29	SW-508 SINGLE OPEN THROAT INTAKE	EACH	\$3,900.00	6	\$21,000.00
30	SW-512 AREA INTAKE	EACH	\$2,000.00	1	\$2,000.00
31	SPECIAL AREA INTAKE	EACH	\$2,900.00	1	\$2,900.00
Construction Total					\$627,813.00

Kum&Go		Larry Lynch		Casey's		Hotel		Showalter		Extras	
Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price
0.215	\$2,150.00	0.098	\$980.00	0.183	\$1,830.00	0.36	\$3,600.00	0.066	\$660.00	0.078	\$780.00
0.215	\$2,150.00	0.098	\$980.00	0.183	\$1,830.00	0.36	\$3,600.00	0.066	\$660.00	0.078	\$780.00
0.215	\$5,375.00	0.098	\$2,450.00	0.183	\$4,575.00	0.36	\$9,000.00	0.066	\$1,650.00	0.078	\$1,950.00
215	\$322.50	98	\$147.00	183	\$274.50	360	\$540.00	66	\$99.00	78	\$117.00
215	\$215.00	98	\$98.00	183	\$183.00	360	\$360.00	66	\$66.00	78	\$78.00
1443.75	\$7,218.75	462	\$2,310.00	1328.25	\$6,441.25	1780.25	\$8,951.25	288.75	\$1,443.75	462	\$2,310.00
440	\$2,640.00	415	\$2,490.00	370	\$2,220.00	2080	\$12,480.00	355	\$2,130.00	370	\$2,220.00
258	\$6,450.00	117.6	\$2,940.00	219.6	\$5,490.00	432	\$10,800.00	79.2	\$1,980.00	93.6	\$2,340.00
340	\$2,040.00	250	\$1,500.00	515	\$3,090.00	400	\$2,400.00	0	\$0.00	0	\$0.00
555	\$15,940.00		\$0.00	235	\$5,580.00		\$0.00	100	\$2,800.00		\$0.00
	\$0.00	165	\$2,475.00		\$0.00	180	\$2,700.00		\$0.00		\$0.00
720	\$10,080.00	155	\$2,730.00	625	\$8,750.00	850	\$11,900.00	200	\$2,800.00	220	\$3,080.00
895	\$81,325.00	505	\$17,675.00	665	\$23,275.00	1155	\$40,425.00	655	\$22,925.00	530	\$18,550.00
360	\$16,200.00	70	\$3,150.00	445	\$20,025.00	1460	\$65,700.00	80	\$3,600.00	45	\$2,025.00
20	\$900.00		\$0.00	35	\$1,575.00	11	\$495.00	15	\$675.00		\$0.00
	\$0.00	1	\$200.00		\$0.00		\$0.00	1	\$200.00	3	\$600.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$2,000.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$4,000.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$1,000.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	1	\$3,000.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	42	\$1,596.00		\$0.00	79	\$3,002.00
89	\$3,560.00	153	\$6,120.00		\$0.00	82	\$3,280.00		\$0.00		\$0.00
18	\$810.00		\$0.00	155	\$6,975.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00	98	\$5,380.00	298	\$16,590.00		\$0.00		\$0.00
197	\$12,805.00	93	\$6,045.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	60	\$5,400.00		\$0.00		\$0.00
3	\$9,000.00	1	\$3,000.00	2	\$6,000.00	3	\$9,000.00		\$0.00		\$0.00
	\$0.00		\$0.00	1	\$3,000.00	3	\$9,000.00		\$0.00	1	\$3,000.00
2	\$7,000.00	1	\$3,500.00	2	\$7,000.00	1	\$3,500.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	1	\$2,000.00		\$0.00		\$0.00
	\$0.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$135,781.25		\$61,290.00		\$114,903.75		\$226,117.25		\$41,688.75		\$47,832.00
% of Project	21.6%	9.8%	18.3%	36.0%	6.6%	7.6%	100.0%				

	Previous Est.	Current Est.	Difference
Kum & Go	\$ 148,575.00	\$135,781.25	-\$12,793.75
Lynch	\$ 73,356.25	\$61,290.00	-\$12,066.25
Casey's	\$ 110,575.00	\$114,903.75	\$4,328.75
Hotel	\$ 122,593.75	\$226,117.25	\$103,523.50
Showalter	\$ 45,187.00	\$41,688.75	-\$3,498.25
Hayek	\$ 19,656.25	\$47,832.00	\$28,175.75
	\$ 519,943.25	\$627,813.00	\$107,869.75
		City	

Exhibit C

Veenstra & Kimm - Engineering Services for Casey's				
Invoice Number	Description	Date Paid	Amount Paid	Check Number
36887/1	LEGAL - ENG CASEYS SITE PLAN	11/20/2012	193.65	27221
36887-2	ENG FOR CASEY'S SITE PLAN REV	1/23/2013	114.00	27407
36887-3	ENG CASEY SITE PLAN REVIEW	8/20/2013	1,249.50	28162
368114-1	ENG CASEY'S TURN LANE CONSULT	10/23/2013	2,797.25	28406
368114-2	P&Z - ENG FOR CASEYS TURN LANE	11/19/2013	1,618.00	28522
368114-3	P&Z-ENG CASEYS TURN LANE CONS	12/17/2013	1,747.85	28638
368114-4	P&Z - ENG SRVS FOR CASEY'S	1/22/2014	229.40	28748
368114-5	P&Z -ENG FOR CASEY'S TURN LANE	2/19/2014	122.00	28838
36887-4	P&Z- ENG FOR CASEY SITE PLAN	2/19/2014	244.00	28838
368114-6	ENG FOR CASEY'S TURN LANE	3/25/2014	830.00	28925
368114-7	P&Z - ENG CASEYS TURN LANE	4/22/2014	3,109.20	29040
368114-8	P&Z-ENG CASEY'S TURN LANE	5/20/2014	2,009.00	29148
368114-9	P&Z-ENG CASEY'S TURN LANE CONS	6/23/2014	1,585.75	29284
368114-10	P&Z - ENG CASEY'S TURN LANE	7/22/2014	2,968.15	29395
368114-11	P&Z - ENG CASEY'S TURN LANE	8/18/2014	606.10	29540
368114-12	P&Z-ENG CASEY'S TURN LANE	10/20/2014	2,137.50	29801
368114-13	P&Z - ENG CASEY'S TURN LANE	11/17/2014	333.00	29927
368114-14	P&Z- ENG CASEY'S TURN LANE	12/15/2014	631.80	30033
368114-15	P&Z - ENG CASEY'S TURN LANE	1/20/2015	567.20	30136
368114-16	P&Z - ENG CASEY'S TURN LANE	2/18/2015	268.80	30210
368114-17	P&Z - ENG CASEYS TURN LN CONS	3/24/2015	647.25	30351
368114-18	P&Z - ENG CASEYS TURN LN CONS	4/20/2015	630.00	30456
Total Paid as of 4/20/15			\$ 24,639.40	
Additional Pre-Construction Engineering			\$ 4,000.00	
Construction Engineering			\$ 20,000.00	
TOTAL			\$ 48,639.40	

BOOK 1271 PAGE 31