

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, October 3, 2011

7:00 p.m.

MEETING #4864

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION** by

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

1. Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Pos-T-Vac of Dodge City, Kansas.

## **PETITIONS & PROCLAMATIONS**

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Dodge City Public Library Quarterly Report by Cathy Reeves

Character Trait - Dependability

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session minutes, September 19, 2011
2. Approval of City Commission Meeting minutes, September 19, 2011
3. Appropriation Ordinance No. 19, October 3, 2011
4. Cereal Malt Beverage License
  - a. Kate's, 305 E. Trail Street

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2011-25:** A Resolution Providing for Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Pos-T-Vac of Dodge City, Kansas. Presented by Director of Finance/City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Contract for Sale of Tax Credits for Hennessey. Report by Director of Parks & Recreation, Paul Lewis.

## **OTHER BUSINESS**

## **EXECUTIVE SESSION**

1. Non Elected Personnel
2. Land Acquisition

## **ADJOURNMENT**

# DEPENDABILITY

## Hang In There



*Dependability* comes from the Latin prefix *De-* which means “down” or “from,” and *pendere*, which means “to hang.” A mountain climber’s life depends on the integrity of the rope and the stability of the anchor to which he or she attaches the rope.

When your actions consistently match your words, others can depend on you.

### Be Careful What You Promise

Recognize the seriousness of giving your word. Ask questions in order to clarify expectations. What exactly do you need? What is your timeline? Is there anyone else involved? What priority should this have?

Make certain you can do the work as expected. Promising more than you can deliver damages trust, which is difficult to repair.

### Get it Done

Break down each task into steps, and do the most important things first each day. Do not procrastinate or wait for a “more convenient” time.

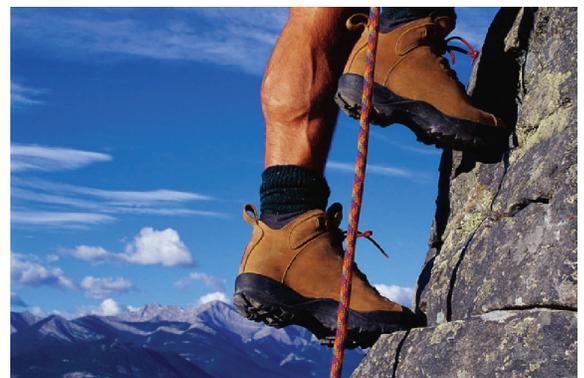
Finish the job...with a good attitude. This might require extra hours, more effort, or added cost. Remember why you undertook the job in the first place, and recognize the value of being a person who keeps his or her word.

### Communicate

When it’s impossible to meet a deadline or keep a promise, address the issue as soon as possible so that everyone can adjust and work together to find a solution.

A dependable person corrects mistakes *sooner* rather than later. It’s better to say, “I just realized what happened,” or “I just learned about this,” than to cover it up and hope no one finds out.

Whatever happens, be the kind of person others can trust.



# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, September 19, 2011

6:15 p.m.

MEETING #4861

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer and Michael Weece were present. Commissioner Monte Broeckelman was absent.

## **WORK SESSION**

Review of 2010 Audited Financial Statement

**ADJOURNMENT:** Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Michael Weece seconded the motion. The motion carried 4-0.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, September 19, 2011

7:00 p.m.

MEETING #4862

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer and Michael Weece were present. Commissioner Monte Broeckelman was absent.

**INVOCATION** by Father Dennis Zimmerman of St. Cornelius Episcopal Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Constitution Week Proclamation was read and signed

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, September 6, 2011
2. Appropriation Ordinance No. 18, September 19, 2011
3. Cereal Malt Beverage License
  - a. Boot Hill Museum, Inc., 500 W. Wyatt Earp Blvd.

Commissioner Michael Weece moved to approve the Consent Calendar as presented, seconded by Commissioner Jim Sherer. The motion carried 4-0.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3523:** An Ordinance Regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas; Incorporating By Reference the "Standard Traffic Ordinance For Kansas Cities, Edition 2011" and Repealing Ordinance No. 3496 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 4-0.

**Resolution No. 2011-24:** A Resolution Declaring it Advisable to Issue General Obligation Refunding Bonds of the City of Dodge City, Kansas, to Refund Outstanding Waterworks and Wastewater Utility System Revenue Bonds; and Providing for the Giving of Notice of Said Intention of the City was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 4-0.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Bid from UCI in the amount of \$697,260.00 for the Construction of the Beneficial Re-Use Transmission Main for the Water Reclamation Facility pending approval of KDH&E was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 4-0.
2. Bid for Cedar Avenue Repairs to replace the Brick Pavers from JAG Construction in the amount of \$61,970.00 was approved on a motion by Commissioner Michael Weece, seconded by Commissioner Kent Smoll. Motion carried 4-0.
3. Bids for the purchase of three (3) new 2012 4x4 pickups from G&G, Inc. in the amount of \$69,474.00 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 4-0.
4. Bids for the purchase of two (2) used vehicles for City Hall from G&G, Inc. in the amount of \$31,995 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 4-0.
5. OMI Contract Amendment #4 to cover the operation and maintenance of the existing Wastewater Treatment Facility as well as the new Water Reclamation Facility which is scheduled to become operational in October of 2011 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 4-0.
6. 2010 Audited Financial Statement was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Michael Weece. Motion carried 4-0.

**OTHER BUSINESS**

Ken Strobel, City Manager:

- Reiterated what Father Zimmerman said – Jane Longmeyer’s committee did an excellent job with the 9-11 Memorial Service and Public Fireworks Display.

Cherise Tieben, Asst. City Manager:

- Leslie needs you to get back with her on your attendance for the Governor’s Luncheon;
- FOP Contract passed by the FOP; and
- Attended the Cavalcade yesterday...encourage attendance next year.

Jane Longmeyer, Director of Public Information:

- State Fair was last week – thanked Volunteers & CVB for their work.

Commissioner, Jim Sherer:

- Thanked all the people in the community who have been helping him with the Santa Fe Trail Symposium. Several have supported me in my efforts. A special thanks to Mr. Diaz at Fort Dodge.

Mayor, Rick Sowers:

- Thanked the Staff for the 9-11 Memorial Service and the Public Fireworks Display.

**ADJOURNMENT:** Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Michael Weece seconded the motion. The motion carried 4-0.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-481236736-FO1</u>		
Name <u>Riley E. Skaggs</u>	Phone No. <u>620-225-9466</u>	Date of Birth <u>Feb 21, 43</u>
Residence Street Address <u>305 E. Trail St.</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location)	Mailing Address
DBA Name <u>Kate's</u>	Name <u>Kate's</u>
Business Location Address <u>305 E. Trail St.</u>	Address <u>305 E. Trail St.</u>
City <u>Dodge City, KS</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City, KS</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620-225-9466</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Riley E. Skaggs</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>66</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Phone No.	Date of Birth	
Carla J. McCain	620-225-5535	July 2, 68	
Residence Street Address	City	Zip Code	
11057 Ridge Rd.	Dodge City, KS.	67801	
Manager or Agent Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	
Qualification Statement			
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE  DATE Sep. 15, 2011

\$ 225.<sup>00</sup>

FOR CITY/COUNTY OFFICE USE ONLY:			
<input type="checkbox"/>	License Fee Received Amount \$	_____	Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)			
<input type="checkbox"/>	\$25 CMB Stamp Fee Received	Date _____	
<input type="checkbox"/>	Background Investigation	<input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/>	New License Approved	Valid From Date _____ to _____	By: _____
<input type="checkbox"/>	License Renewed	Valid From Date _____ to _____	By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)



## Memorandum

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Joann Knight, Executive Director, DC/FC Dev Corp*

*Date: September 27, 2011*

*Subject: Pos-T-Vac Property Tax Exemption Request*

*Agenda Item: Public Hearing and Resolution*

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**Recommendation:** The Tax Abatement Review Committee consisting of representatives from each of the affected taxing entities recommends approval of a prorated ten-year tax exemption for Pos-T-Vac's remodeling for their new administrative office facility to be located adjoining their new production facility at 500 Park Street. Members of the review committee include: William Hammond – USD 443, Debbie Bisch – Dodge City Community College, Ed Elam – Ford County and Nannette Pogue – City of Dodge City.

**Background:** Pos-T-Vac currently employs 130 employees in Dodge City and 100 in Augusta, GA. Their plans are to bring the existing marketing, insurance billing and administrative jobs to the same site with the production facility. Additionally, they will be adding an additional 60 jobs in Dodge City over the next three years and an additional 50 jobs over the following five years. If they are not able to remodel and expand into this facility, their other option is to move 50 of the Dodge City positions to Augusta and also locate many of the projected new positions to Georgia as well.

Their anticipated construction cost for this expansion is \$400,000 with an additional \$150,000 in new equipment.

A notice was published in the Dodge City Daily Globe on September 24, 2011, notifying the public of the public hearing. The same notice was sent to Ford County, USD #443 and Dodge City Community College.

**Justification:** Tax exemptions for manufacturing facilities are eligible for up to 100% for ten-years under the constitution property tax exemption laws of the State of Kansas.

**Financial Considerations:** The prorated ten-year scenario offers new tax revenues to the taxing entities in year one of the project. The cost benefits for each taxing entity show in excess of a 1.3 – 1.0 rate of return to all jurisdictions which indicates a favorable project to the State of Kansas.

**Purpose/Mission:** On going community improvement. This will allow manufacturing jobs to be retained and grow in Dodge City.

**Legal Considerations:** Allowed by the Kansas Constitution

**Attachments:** Resolution

**RESOLUTION NO. 2011-25**

**A RESOLUTION PROVIDING FOR AD VALOREM PROPERTY TAX EXEMPTION UNDER SECTION 13, ARTICLE 11 OF THE CONSTITUTION OF THE STATE OF KANSAS FOR POS-T-VAC. OF DODGE CITY, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:**

**Section 1.** That Pos-T-Vac of Dodge City, Kansas, has made application to the City of Dodge City, Kansas for exemption from ad valorem property tax under Section 13, Article 11 of the Constitution of the State of Kansas, for acquisition of buildings and improvements and equipment in the amount of \$509,993.

**Section 2.** That it is found by the Governing Body that the building and building improvements being constructed by Pos-T-Vac and purchase of equipment is being acquired and constructed for its business purposes involving the manufacturing of articles of commerce, will be used exclusively for such purposes and as such, meets the criteria set out by the above referenced constitutional provisions and also meets the criteria of Resolution No. 97-12 being the City of Dodge City's policy for granting of exemptions for economic development purposes.

**Section 3.** That a public hearing on the application for tax exemption was held on October 3, 2011, during a regularly scheduled meeting of the governing body; that notice of said hearing was published in the Dodge City daily Globe in accordance with statutory requirements; and that notice was delivered to the Board of County Commissioners of Ford County, Kansas, the Board of Education of Unified School District 443 and the Board of Trustees of Dodge City Community College, all as provided for K.S.A. 79-251.

**Section 4:** That a cost/benefit analysis of this proposed tax exemption has been conducted as prescribed by City Resolution 97-12 and K.S.A. 79-251.

**Section 5:** That the requested exemption is specifically only for the acquisition of land and construction of building and improvements.

**Section 6:** That it is found by this governing body that the requested exemption is necessary to create new jobs and is necessary to retain jobs at Pos-T-Vac located in Dodge City, Ford County, Kansas.

**Section 7:** That this governing body, having considered and reviewed the facts herein and the effect of this exemption on state revenues as detailed by the cost/benefit analysis, hereby approves the request of Pos-T-Vac for ad valorem property tax exemption for the acquisition of a building and improvements.

**Section 8:** That the governing body does hereby grant to Pos-T-Vac of Dodge City, Kansas, a tax exemption for building and equipment for a period of ten years;

	<u>Building</u>	<u>Equipment</u>
Year 1	100%	100%
Year 2	90%	100%
Year 3	80%	100%
Year 4	70%	100%
Year 5	60%	100%
Year 6	50%	100%
Year 7	40%	100%
Year 8	30%	100%
Year 9	20%	100%
Year 10	10%	100%

**Section 9:** The above exemption is subject to all applicable laws, rules and regulations of the State of Kansas; is subject to final approval by the Kansas Board of Tax Appeals and is subject to all monitoring and compliance required by the City of Dodge City, Kansas, in accordance with the provisions of Resolution No. 97-12.

Adopted by the Governing Body of the City of Dodge City, Kansas, this 3rd day of October, 2011.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: September 29, 2011

Subject: Hennessy Tax Credit Sale

Agenda Item: New Business

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**Recommendation:** Staff recommends approving the sale of Hennessy Tax Credits to United Wireless Communications Inc. and authorizing the Mayor to execute the sales agreement.

**Background:** A significant portion of the Hennessy roof was replaced earlier this year. Because the facility is listed on the Kansas Register of Historic Places, maintenance projects necessary to preserve the facility qualify for state tax credits equal to 25% of the project cost. The Hennessy project was \$239,384 so the City received tax credits of \$59,846.

The program allows the tax credits to be transferred and since the City has no state tax liability, the credits were offered to sale to other individuals, companies, and corporations. United Wireless Communications expressed an interest in the credits and agreed to pay a price of 95 cents on the dollar.

**Justification:** The sale of the tax credits allows the City to recoup 25% of the project cost and effectively lower the overall cost to complete the work.

**Financial Considerations:** To cover a portion of the expense for the roofing project, funds from the City's Building Fund were used to supplement other available monies. The intent was to use the SMPC annual endowment proceeds to repay the building fund.

The sale of the tax credits will be credited back to the Building Fund and reduce the total payment required from the SMPC Endowment. After applying the tax credit sale, the SMPC fund will still owe a little over \$63,000 to the Building Fund. Because annual payouts from the Endowment Fund vary, it will take anywhere from three to six years to fully repay the Building Fund.

**Purpose/Mission:** This project represents the City's core value of Ongoing Improvement through working together to achieve progress and prepare for the future. Hennessy is now in a better position to serve the community in the coming years and by forging a partnership with a local business, the project was completed at a substantial savings.

**Legal Considerations:** None

**Attachments:** Tax Credit Purchase Agreement

**TAX CREDIT PURCHASE AGREEMENT  
BETWEEN UNITED WIRELESS COMMUNICATIONS INC. AND  
THE CITY OF DODGE CITY**

THIS TAX CREDIT PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between United Wireless Communications Inc, a Kansas for Profit Corporation ("Buyer"), and City of Dodge City ("Seller").

**WITNESSETH:**

WHEREAS, Seller has acquired \$59,846.00 of Kansas State Rehabilitation Tax Credits authorized in accordance with K.S.A. 79-32,211 (the "Tax Credits"); and

WHEREAS, Seller is agreeable to sell, and Buyer is agreeable to buy, the Tax Credits upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Seller's Obligation to Deliver the Tax Credits. Subject only to the conditions set forth herein, Seller does hereby irrevocably transfer and assign to Buyer all of Seller's right, title and interest in and to the Tax Credits, as evidenced by a certificate of tax credits attached hereto as Exhibit A (the "Tax Credit Certificate"). Seller does further agree to execute and deliver all documentation as Buyer reasonably deems necessary or appropriate to effectuate the transfer of the Tax Credits to Buyer. Seller agrees to take all necessary and appropriate actions, including without limitation, the execution, delivery and filing (as and where appropriate) of all requisite documentation, to cause the State of Kansas or appropriate department, commission, or agency thereof, to provide Buyer with all documentation necessary or appropriate to vest in Buyer the Tax Credits (the "Tax Credit Transfer Documentation"). Buyer agrees to execute and deliver all such documentation and to take all necessary or appropriate actions, as Seller reasonably deems necessary or appropriate to effectuate the transfer of the Tax Credits.

B. Purchase Price. Upon execution of this Agreement, Buyer shall pay to Seller the amount of \$56,853.70 for the purchase of the Tax Credits (the "Purchase Price").

C. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows: (i) he/she has the authority to enter into this Agreement; (ii) he/she has reviewed the purchase of the Tax Credits with his/her professional advisor including his/her tax advisor; (iii) Seller has made available to Buyer and his/her advisors all information and documentation needed by Buyer and his/her advisors to make an informed decision regarding the purchase of the Tax Credits; (iv) Buyer is relying upon his/her tax advisor or his/her professional advisor with respect to his/her decision to acquire the Tax Credits including but not limited to use of the Tax Credits as a reduction of his/her Kansas taxes and the risks of acquiring the Tax Credits; (v) Buyer has sufficient net worth and liquidity to acquire the Tax Credits; (vi) except as specifically provided herein, Seller has made no warranties implied or otherwise with respect to the purchase

or sale of the Tax Credits or any benefits resulting there from; and (vii) Buyer understands that Seller has relied upon the representations and warranties of Buyer contained herein.

D. Seller Representations and Warranties. Seller represents and warrants to Buyer as follows: (i) Seller has the authority to enter into this Agreement and carry out the transactions contemplated hereunder; and (ii) the execution, delivery, and performance by Seller of this Agreement have been duly authorized by all necessary action on its part.

E. Notice. All notices and other communication permitted or required hereunder shall be in writing and shall be deposited in the mail, registered or certified mail, postage prepaid, to a party at its address set forth below, or to such other address as the party may specify by notice given to the other party in the manner prescribed.

If to Seller: Ken Strobel, City Manager  
City of Dodge City  
PO Box 880  
Dodge City, KS 67801

If to Buyer: Craig Mock  
United Wireless Communications Inc.  
PO Box 117  
Dodge City, KS 67801

F. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with the laws of the State of Kansas. Buyer irrevocably consents to service of process of any proceedings, by mailing copies thereof by certified mail, postage prepaid, to Buyer at his/her address set forth above and such notice shall be deemed to be complete seven (7) days after same shall have been so mailed.

G. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or agreement between the parties with respect to the subject matter of this Agreement that is not embodied herein, shall be null and void and of no further force or effect.

H. Amendment. This Agreement may not be modified, amended, or otherwise altered except by written agreement executed by Buyer and Seller.

I. Counterparts. This Agreement and any amendments hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

J. Time is of the Essence. Time is of the essence with respect to all of the terms of this Agreement.

K. Remedies. Subject to other provisions of this Agreement, in the event of default hereunder, the non-defaulting party shall be entitled to all remedies at law or equity including the right to recover all costs and expense including reasonable attorneys fees in enforcing this Agreement.

L. DISCLAIMER. SELLER (I) HAS PROVIDED NO REPRESENTATION OR WARRANTIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN, (II) HAS NOT PROVIDED ANY TAX OR INVESTMENT ADVICE TO BUYER AND (III) IS RELYING ON BUYER'S REPRESENTATION THAT HE/SHE HAS CONSULTED WITH HIS/HER TAX OR INVESTMENT ADVISOR BEFORE ACQUIRING THE TAX CREDITS.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF DODGE CITY,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
RICK SOWERS, MAYOR

APPROVED: \_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

UNITED WIRELESS COMMUNICATIONS  
INC.

By: \_\_\_\_\_  
CRAIG MOCK, PRESIDENT