



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Tuesday, September 2, 2025

7:00 p.m.

MEETING # 5318

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Proposal on a Common Consumption Area in Downtown Dodge City
2. Approval to Exceed Revenue Neutral Rate

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Welcoming Week 2025 Proclamation

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 Study Session Minutes, August 18, 2025.
2. Approval of City Commission Meeting Minutes, August 18, 2025.
3. Appropriation, Ordinance No. 17, 2025.
4. Approve the Purchase Prices for the Temporary Construction Easements for the South Dodge Trial Extension.

ORDINANCES & RESOLUTIONS

Ordinance No. 3838: An Ordinance Amending the City Code for the City of Dodge City, Creating A New Article in Chapter Three Titled “Article 9. Common Consumption Areas”. Report by City Attorney, Paige Gilmore.

Resolution No. 2025-30: A Resolution Authorizing the Establishment of a Common Consumption Area Allowing the Consumption of Alcoholic Liquor on Property not Otherwise Subject to a License Issued Pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act. Report by City Attorney, Paige Gilmore.

Resolution No. 2025-31: A Resolution Designating City Authority to Award Contract Commitment of City Funds. Report by Ray Slattery, Director of Engineering.

Resolution No. 2025-32: A Resolution Allowing the Levied Property Tax Rate to Exceed the Revenue Neutral Rate. Report by Finance Director Nicole May.

UNFINISHED BUSINESSES

NEW BUSINESS

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



Welcoming Week 2025 Proclamation

WHEREAS, Dodge City is home to people of all backgrounds and cultures; AND

WHEREAS, Dodge City's success depends on making sure that all residents feel welcome here; AND

WHEREAS, regardless of what we look like, we are Dodge City united in our efforts to foster a better future and to make our community more prosperous; AND

WHEREAS, Dodge City has celebrated Welcoming Week since 2013; AND

WHEREAS, this week, we honor the spirit of unity that is bringing neighbors together to make Dodge City the kind of place where people from different cultures feel valued and want to put down roots.

NOW, THEREFORE, I, Jeff Reinert, Mayor of Dodge City, do hereby proclaim the week of September 12th, 2025 through September 21st, 2025 as

Welcoming Week in Dodge City

I invite all Dodge City residents to join this movement of communities worldwide by renewing our commitment to acting in the spirit of welcoming and unity.

ATTEST:

Jeffery J. Reinert, Mayor

Connie Marquez, City Clerk



Proclamación de la Semana de Bienvenida 2025

CONSIDERANDO QUE, Dodge City es el hogar de personas de diferentes culturas; Y

CONSIDERANDO QUE, el éxito de Dodge City depende de asegurarse de que todos los residentes se sientan bienvenidos aquí; Y

CONSIDERANDO QUE, sin importar cómo nos veamos, somos Dodge City, unidos en nuestros esfuerzos por fomentar un futuro mejor y hacer de nuestra comunidad un lugar más próspero; Y

CONSIDERANDO QUE, Dodge City ha celebrado la Semana de Bienvenida desde 2013; Y

CONSIDERANDO QUE, esta semana honramos el espíritu de unidad que une a los vecinos para hacer de Dodge City el tipo de lugar donde personas de diferentes culturas se sientan valoradas y deseen echar raíces.

AHORA, POR LO TANTO, yo, Jeff Reinert, Alcalde de Dodge City, proclamo la semana del 12 de septiembre de 2025 al 21 de septiembre de 2025 como la

Semana de Bienvenida en Dodge City

Invito a todos los residentes de Dodge City a unirse a este movimiento de comunidades en todo el mundo renovando nuestro compromiso de actuar con un espíritu de bienvenida y unidad.

ATESTIGUAR:

Jeffery J. Reinert, Alcalde

Connie Marquez, Secretaria Municipal



CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, August 18, 2025

6:30 p.m.

CALL TO ORDER

Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns all present

Director of Engineering Department, Ray Slattery introduced SMH Consultants, Jeff Hancock and Sean Slattery for a presentation and discussion of 6th Avenue and Soule Street. They presented the findings of the study that were done on Sixth Avenue and Soule Street with improvements that could be made.

ADJOURNMENT

Commissioner Michael Burns moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, August 18, 2025

7:00 p.m.

MEETING # 5317

CALL TO ORDER

ROLL CALL Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns

INVOCATION BY Pastor Mason Smith, First Church of God

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA Mayor Jeff Reinert, moved to amend the agenda removing Resolution No. 2025-29 for a future meeting. Commissioner Michael Burns made a motion to accept the amendment. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0

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).

CONSENT CALENDAR

1. Approval of August 4, 2025, City Commission Meeting Minutes,
2. Appropriation, Ordinance No. 16, August 18, 2025
3. Approve Payments for Temporary Construction Easements for South Dodge Trail Extension.
4. Approve Amendment No. 1 to the KWPCRLF Loan.

Commissioner Daniel Pogue moved to accept the consent calendar as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No 3837: An Ordinance of the City of Dodge City, Kansas amending the Official Zoning Map of the City, changing the property located at 605 and 607 Sunflower Avenue, from R-1 residential low density to R-3 residential higher density was approved on a motion by Commissioner Daniel Pogue. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES**NEW BUSINESS**

1. Commissioner Chuck Taylor made a motion to approve the bid from King Construction Co. Inc. in the amount of \$6,787,658.21 for the 14th Avenue Bridge Replacement. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS**STAFF REPORTS****EXECUTIVE SESSION**

Mayor moved to adjourn into executive session.

Commissioner Daniel Pogue made a motion to recess into executive session exception found in K.S.A. 75-4319 9b)(4). The justification for closing the meeting is to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trust and individual ships. The open meeting will resume in the commissioner chambers in 30 minutes at 7:42 pm. The meeting will include Commissioner Jeff Reinert, Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns, City Manager Nick Hernandez, City Attorney Paige Gilmore, David Christie and Garrett Fugate of Christie Development Associates, LLC. The city will take no action upon returning to open session and prior to adjournment. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

At 7:42 pm Commissioner Michael Burns moved to extend the executive session meeting for another 15 minutes. Commissioner Chuck Taylor seconded the motion. Motion carried 5 - 0.

Meeting reconvened at 8:00 pm.

ADJOURNMENT

Commissioner Michael Burns moved to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: September 2, 2025
Subject: Approve Payment for Temporary Construction Easements for S. Dodge Trail Extension, PK 2201
Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment of the temporary construction easements required for the construction of the S. Dodge Trail extension.

Recommendation: Approve the purchase price for the temporary construction easements for the S. Dodge Trail extension.

Background: The City needs to acquire several temporary construction easements for the construction of the S. Dodge Trail extension. The City’s agent for the acquisition has been working on acquiring the easements. Appraisals were completed and offers negotiated. The compensation was determined as to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition. There are 16 more properties that we need to acquire easements from.

City Commission Options:

- 1. Approve Purchase Price of Easements
- 2. Disapprove Purchase Price of Easements
- 3. Table for further discussion

Financial Considerations: The negotiated temporary construction easement offers follow:

Modesta Torres	\$ 500.00
Felix Garcia Bahena & Lorena Garcia	\$ 500.00
DW Investments, LLC	\$ 500.00
Mario Arturo Morales	\$ <u>500.00</u>
TOTAL	\$2,000.00

To date the cost of the TCEs and Cost to Cure is \$12,570.00. It is estimated to be an additional \$10,000.00 to purchase the remaining Temporary Construction Easements, Permanent Easements, and any Cost to Cure.

Amount \$: 2,000.00

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment easements.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Contract for the purchase of four Temporary Construction Easements and Easement Log

Approved for the Agenda by:

Handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, Dir. Of Engineering Services

City of Dodge City
Project: South Dodge Trail
Property Address: 317 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 28th day of May, 2025 by and between, **DW Investment, LLC, a Kansas limited liability company** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 317 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon

delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: DW Investment, LLC



Name: *Joel Winter*
Member: *Partner*

BUYER: CITY OF DODGE CITY, KANSAS

Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

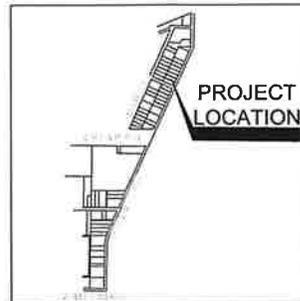
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- Monument Found (1/2" Rebar),
Origin: Unknown, Unless Otherwise Noted
- (S) Surveyed Dimension
-  Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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Exhibit #11 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lot 3, Block 2, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 3, Block 2, Crawford Place: thence
N 65°38'19" W 6.00 feet; thence
N 24°23'38" E 50.00 feet; thence
S 65°38'19" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.00 feet to the point of beginning, containing 300 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #11 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 403 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 13th day of August, 2025 by and between, **Modesta Torres** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 403 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Modesta Torres

Modesta Torres nyja.
Modesta Torres

BUYER: CITY OF DODGE CITY, KANSAS

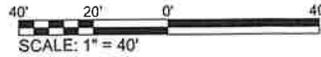
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

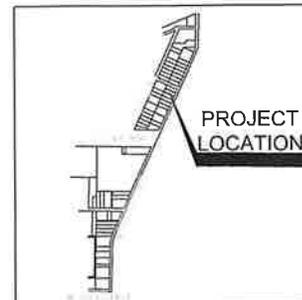
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
-  Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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Exhibit #14 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

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DESCRIPTION:

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Beginning at the Southeast Corner of said Lot 3, Block 1, Crawford Place: thence
N 65°36'13" W 6.00 feet; thence
N 24°23'38" E 50.00 feet; thence
S 65°36'13" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.00 feet to the point of beginning, containing 300 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


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Exhibit #14 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 405 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 13th day of August, 2025 by and between, **Mario Arturo Morales** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 405 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such easements is \$500.00.

3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.

4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

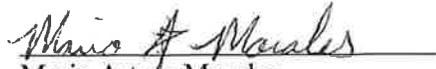
the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Mario Arturo Morales


Mario Arturo Morales

BUYER: CITY OF DODGE CITY, KANSAS

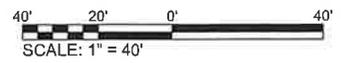
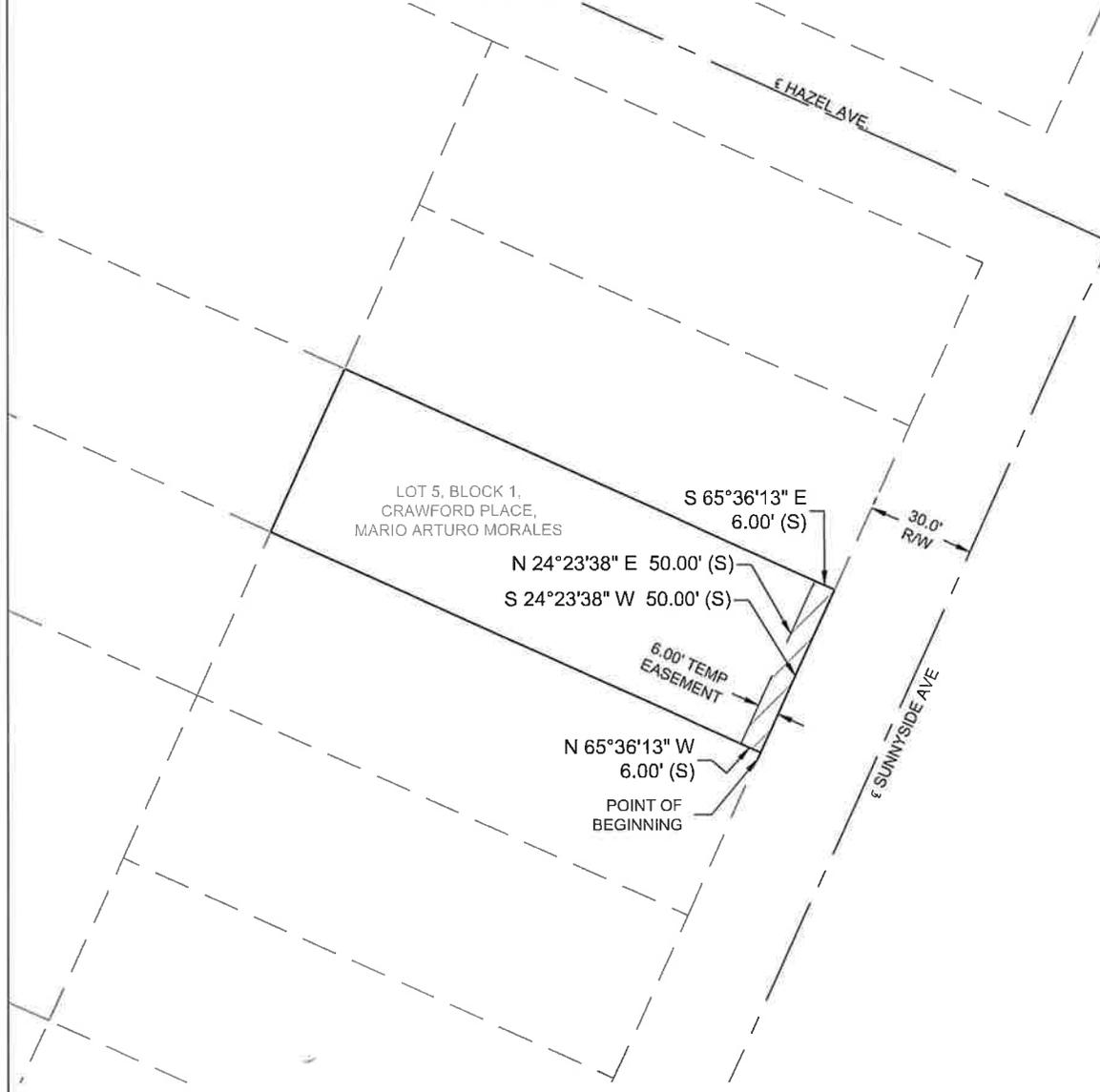
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

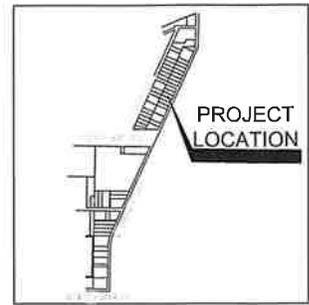
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

TEMPORARY EASEMENT EXHIBIT
SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lot 5, Block 1, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 5, Block 1, Crawford Place: thence
N 65°36'13" W 6.00 feet; thence
N 24°23'38" E 50.00 feet; thence
S 65°36'13" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.00 feet to the point of beginning, containing 300 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #15 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 407 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 4 day of August, 2025 by and between, Feliz Garcia Bahena and Lorena Garcia (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 407 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Felix Garcia Bahena

Felix Garcia Bahena
Felix Garcia Bahena

SELLER: Lorena Garcia

Lorena Garcia
Lorena Garcia

BUYER: CITY OF DODGE CITY, KANSAS

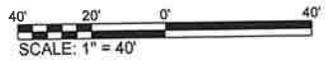
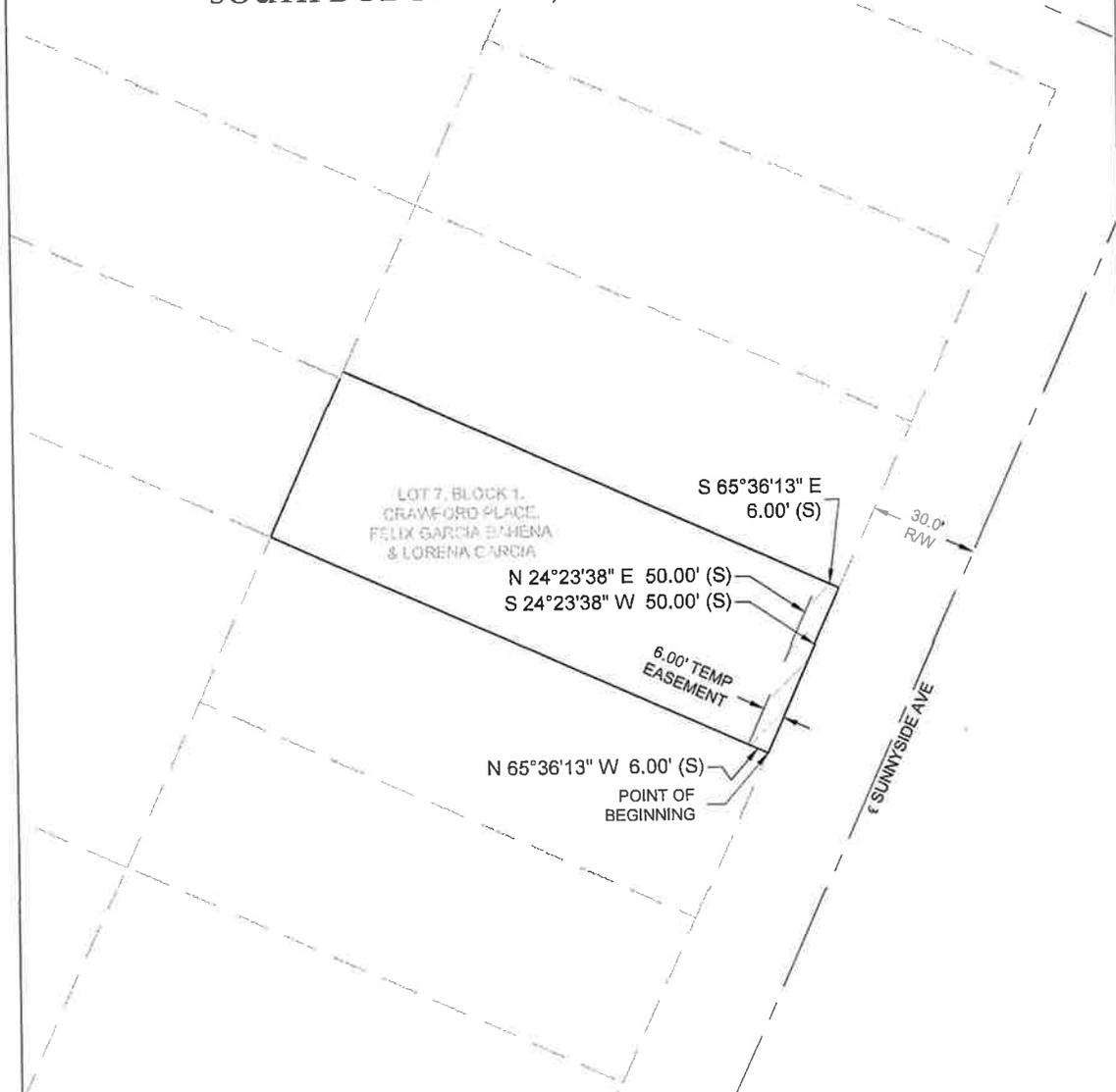
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

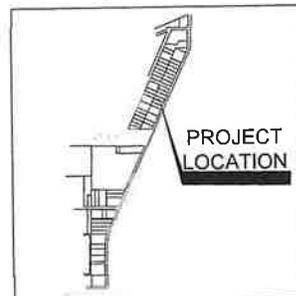
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
-  Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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Exhibit #16 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT
SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lot 7, Block 1, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 7, Block 1, Crawford Place: thence
N 65°36'13" W 6.00 feet; thence
N 24°23'38" E 50.00 feet; thence
S 65°36'13" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.00 feet to the point of beginning, containing 300 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan

Tim Sloan
Tim Sloan, P.S.
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Exhibit #16 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

Dodge City - South Dodge Trail Easement Log

TCE Acquired =

Tract #	Tract Owner	Property Address
1	City of Dodge City	71 N 2nd Ave
2	Osbaldo Vazquez Andrade	103 S 2nd Ave
3	JIT Properties, LLC	205 S 2nd Ave
4	USA Auto, Inc	209 S 2nd Ave
5	Joe Aguero and Eulogia Garcia	215 S 2nd Ave
6	Niunor Ochoa and Lilia Flores	307 Sunnyside Ave
7	Rod Reiman (Attn: Ryan and Dana Reiman)	309 Sunnyside Ave
8	Brenda Carolina Zelaya	311 Sunnyside Ave
9	Mateo Velasquez Gomez	313 Sunnyside Ave
10	Nancy Batres-Martinez	315 Sunnyside Ave
11	DW Investment LLC	317 Sunnyside Ave
12	Socorro Salazar	319 Sunnyside Ave
13	Marivel Orozco	401 Sunnyside Ave
14	Modesta Torres	403 Sunnyside Ave
15	Mario Aruto Morales	405 Sunnyside Ave
16	Feliz Garcia Bahena and Lorena Garcia	407 Sunnyside Ave
17	Enrique Fernandez & Macros Fernandez	409 Sunnyside Ave
18	Red Brick Rentals LLC	411 Sunnyside Ave
19	Leana Marie Saldana	415 Sunnyside Ave
20	Gonzalo Lira	417 Sunnyside Ave
21	Yrma Del Torro	421 Sunnyside Ave
22	Ma Del Rosario Andrade Andrade	423 Sunnyside Ave
23	Janet Slattery Trust	503 Sunnyside Ave
24	USD 443	511 Sunnyside Ave
25	Guadalupe Cabrera De DonJuan and Oscar Manuel DonJuan	519 Sunnyside Ave
26	Selia Romero fka Selia Banuelos (Attn: Juan Carlos Esquivel Paz)	521 Sunnyside Ave
27	Robert L Waddell III	523 Sunnyside Ave
28	Fernanda Garcia and Benjamin Garcia and Consuelo Delgado	601 Sunnyside Ave
29	Angel & Martha Rivera	603 Sunnyside Ave
30	Rogelio & Jessica Rodriguez	605 Sunnyside Ave
31	Octavio Medrano Montes	607 Sunnyside Ave
32	Hector & Conception Medrano	609 Sunnyside Ave
33	Francisco Aguilar and Elsa Aguilar	611 Sunnyside Ave
34	Randle L. McRoberts Jr	613 Sunnyside Ave
35	Timothy R Schmitt	615 Sunnyside Ave
36	Brian Crumb	703 Sunnyside Ave
37	Guadalupe Solis and Rosa Maria Mota	705 Sunnyside Ave
38	Jorge L. Miranda-Ortiz and Angela Miranda	707 Sunnyside Ave
39	Rod Keller Trust	723 Sunnyside Ave



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney
Date: September 2, 2025
Subject: Ordinance No. 3838
Agenda Item: Ordinances and Resolutions

Purpose: Approval of Ordinance No. 3831 amending the City Code for the City of Dodge City creating a new Article 9 in Chapter 3 of the City Code Relating to Creation of Common Consumption Areas within the City of Dodge City.

Recommendation: Multiple City departments consulted on this ordinance including Development Services, Dodge City Police Department, Administration, Legal, and Public Works. Staff recommends approval of the ordinance.

Background: In July 2017, the Kansas Legislature adopted a statute permitting cities to establish common consumption areas. In July of 2023, the Legislature amended the statute as it exists today, governing the establishment of common consumption areas by cities or counties. Many cities across the state have taken advantage of this statute by establishing common consumption areas. City staff understood interest exists in the community for Dodge City to establish rules by which a common consumption area may be established. This Ordinance, if passed, would establish procedures for setting up a common consumption area, rules and regulations for operating a common consumption area, procedures for how to participate in a common consumption area, and authority for the City and Police to enter inspect and immediately suspend a common consumption permit in the event public safety is at risk.

Summary of Proposed Ordinance 3838:

- This ordinance would allow Common Consumption Areas to be established within the City of Dodge City. A common consumption area is a defined area not otherwise subject to a liquor license where the possession and consumption of alcohol is allowed. The consumption of alcohol in a common consumption area is subject to several rules and regulations, as outlined in the ordinance.
- Section 2 of the ordinance establishes requirements and procedures to apply for a Common Consumption Area Permit. Applications for this permit go through the City and include an application fee of \$100 to the City of Dodge City. Applicants must also receive approval from the Alcohol Beverage Control (ABC) and pay an application fee of \$100 to the ABC. The Dodge City application involves a review by several City departments including Management, Legal, Police, Fire, Development Services, and Public Works. Recommendations and feedback on the application will be collected by the City Manager's designee (which shall be the City Attorney unless determined otherwise). The City Attorney will assist the applicant with any concerns and following review will include recommendations from these departments in a recommendation to the City Commission. Prior to establishing a Common Consumption Area, a Public Hearing will be held, and City Staff will send notices to all property owners within or within 200ft of the proposed common consumption area.
- Section 3 of the ordinance establishes the Commission's authority over approval of a common consumption area and lays out factors which the Commission must consider regarding CCAs. This section also lays out restrictions on who is eligible for a Common Consumption Area Permit.

- Section 4 of the ordinance establishes how licensees may apply to participate in an existing Common Consumption Area through a “Participation Permit.” Application for the Participation Permit involves a \$100 application and permitting fee to the City of Dodge City. In addition, applicants must submit a form to the ABC Requesting to Participate in the Common Consumption Area. Once approved by the City and the ABC, the licensee may allow customers to remove alcohol from their premises into the common consumption area, subject to certain rules, notably:
 - o All alcohol must be served in a distinctively different container than those in which non-alcoholic drinks are served.
 - o No alcohol may be served or consumed in glass containers.
 - o All alcohol served within a common consumption area or removed from a licensed premises into a common consumption area shall be served in a container that displays the licensee’s trade name or logo or other identifying mark that is unique to the licensee.
 - o No alcohol may be possessed or consumed within the CCA that was not sold or provided by a licensee of an approved Participant in the CCA.
- Section 5 of the ordinance gives City officials, including police, the right to enter and inspect premises upon which a common consumption area exists.
- Section 6 of the ordinance allows the Police Chief to suspend operation of a CCA when a threat to public safety exists.
- Section 7 of the ordinance establishes penalties for violation of the article of a fine between \$100 and \$500 dollars.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Revenue generated will depend on the number of applicants to participate in any common consumption area and the number of applicants to establish other CCAs. For information on costs associated with the City being a Permit Holder for a common consumption area, please see Financial Considerations under the memo attached to Resolution 2025-30.

Legal Considerations: Adoption of this Ordinance will amend the City Code.

Mission/Values: This aligns with the City’s Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments:

- Ordinance No. 3838

Approved for the Agenda by:



Paige Gilmore, City Attorney

ORDINANCE NO. 3838

AN ORDINANCE CREATING A NEW ARTICLE IN CHAPTER THREE OF THE CITY CODE OF THE CITY OF DODGE CITY TITLED “ARTICLE 9. COMMON CONSUMPTION AREAS”.

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

SECTION 1: Section 3-901 shall be added to the City Code and shall read as follows:

“Purpose.

It is the purpose of this Chapter to allow, by a Resolution approved by the City Commission, the establishment of one or more common consumption areas within the City, pursuant to the provisions and requirements of K.S.A. 41-2659 and amendments thereto. The City Commission is hereby authorized to designate and approve the location, size, security, and hours of operation of the common consumption areas, as well as to impose any other reasonable conditions for the same.

For purposes of this Chapter, “common consumption area” shall mean the same as defined by K.S.A. 41-2659 and amendments thereto. In addition, “licensee(s)” shall mean an establishment licensed for the sale and/or consumption of alcohol by the Kansas Alcohol Beverage Control (ABC).

This Chapter is intended to conform with state law and the regulations adopted by the Kansas Alcohol Beverage Control (ABC) and should be interpreted accordingly.”

SECTION 2: Section 3-902 shall be added to the City Code and shall read as follows:

“Permit Application.

- (A) The City, a person who is a Kansas resident, or an organization or business that has its principal place of business in Kansas, who desires to hold a permit authorizing the consumption of alcoholic liquor or cereal malt beverages in an area, which is not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act, shall complete an application upon forms provided by the City Clerk. Such completed form and all applicable fees shall be filed with the City Clerk. The applicant shall provide all information requested by such forms

and should allow a minimum of 30 days for review and consideration for approval of a properly completed application.

- (B) The permit application shall include the following information:
- (1) The name, address, phone number, and date of birth of the applicant.
 - (2) If a corporation, a copy of the Articles of Incorporation and Bylaws and a list of all directors and officers of the corporation.
 - (3) A detailed and legible map of the proposed common consumption area including:
 - (i) Location of any physical barriers and/or signage designating the consumption area;
 - (ii) Exhibits showing examples of planned signage for review;
 - (iii) Entrances and exits;
 - (iv) Location of attached licensed premises;
 - (v) Identification of licensed premises that are adjacent but not to be attached to the proposed common consumption area;
 - (vi) The current zoning classifications for any proposed common consumption area; and
 - (vii) Approximate location of security personnel.
 - (4) A detailed description of security arrangements within the proposed common consumption area.
 - (5) A list of dates, days of the week, and hours of operation of the proposed common consumption area.
 - (6) Documentation showing possession and/or control of the proposed common consumption area, i.e., lease, use agreement, or deed.
 - (7) The type of alcoholic liquor or cereal malt beverages to be consumed and the means or methods which will be used to sell, dispense, or distribute alcoholic liquor or cereal malt beverages to be consumed in the proposed common consumption area.
 - (8) The identity and contact information of the on-site supervisors or managers responsible for the proposed common consumption area.
 - (9) The name and address of any establishment licensed to sell alcoholic liquor or cereal malt beverages for consumption on the premises thereof which is adjacent to the proposed common consumption area and which applicant knows has authorization or plans to obtain authorization from the Kansas Alcoholic Beverage Control to be attached to the proposed common consumption area.
 - (10) The name and address of any licensee who is eligible to be authorized by the Kansas Alcoholic Beverage control to participate in the proposed common

consumption area, if any exist in addition to the establishments named pursuant to paragraph nine above.

- (11) A list of all public streets, alleys, roads, highways and/or street rights of way within the proposed area and a statement as to whether such public streets, alleys, roads, highways and/or street rights of way will be closed to motor vehicle traffic during the period when consumption of alcoholic liquor or cereal malt beverages is authorized within the proposed common consumption area.
 - (12) An insurance certificate of general liability and liquor liability by an insurance company authorized to do business in the State of Kansas, which policy includes the City of Dodge City, its officers and agents as named insureds, and which provides general liability coverage in an amount not less than \$1 million dollars per occurrence and a minimum of \$100,000 property damage per occurrence. Proof of insurance shall be submitted to the City prior to issuance of the permit and continued maintenance of this insurance shall be a condition of the permit. This paragraph shall not apply when the City of Dodge City is the applicant.
 - (13) A plan as to how the permit holder will prevent off-premises consumption of alcoholic liquor or cereal malt beverages and the consumption of alcoholic liquor or cereal malt beverages by minors as part of the proposed common consumption area.
 - (14) A non-refundable licensing fee of \$100 dollars shall accompany all applications. Such fee shall not be required if the City of Dodge City is the applicant.
- (C) Applications shall be accompanied by a copy of a Common Consumption Area Permit Application submitted to the ABC.
- (D) Upon receipt of the application, application fee and all other necessary documents, the City Clerk shall forward the application to the following departments for review and comment: The office of the City Manager or Assistant City Manager; Dodge City Police Department; Dodge City Fire Department; Public Works Department, Department of Development Services, and the City Attorney. Such departments shall review the applications and accompanying documents within 30 days of receipt from the City Clerk. The departments shall provide comments to the City Manager's designee to be included in final staff recommendations to the City Commission for its consideration in approving or denying the request to establish a common consumption area. The City Manager or designee will assist the applicant with addressing concerns noted by staff following their review.
- (E) Following the review of the application by city staff, the applicant will be notified of a public hearing date scheduled before the City Commission. The Public Hearing may be scheduled during the same meeting of the City Commission as the meeting during which the Commission shall consider a Resolution establishing the common consumption area;

but the City Commission shall open the meeting to public comment during a public hearing prior to considering the Resolution. City staff shall make reasonable effort to notify in writing all owners of record of real property located within 200 feet of the area proposed for the common consumption area of the public hearing. The written notice required herein shall be placed in the mail with the postmark not less than 5 days prior to the date of the public hearing.”

SECTION 3: Section 3-903 shall be added to the City Code and shall read as follows:

“Authorization of Common Consumption Area by City Commission.

- (A) Following the review of an application for designation of a common consumption area by city staff the City Commission shall review the application and recommendations of city staff and may, by Resolution, authorize the possession and consumption of alcoholic liquor or cereal malt beverages in designated common consumption areas. In determining if approval should be given, the City Commission shall consider the following factors:
- (1) The adequacy of security to be provided in the common consumption area;
 - (2) The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic and whether alternative routes are available for public transit and emergency vehicles;
 - (3) The zoning classifications for the proposed consumption area and the compatibility of the consumption area with other uses near the location with special consideration given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church, or other place of worship;
 - (4) The distance between the proposed common consumption area and other common consumption areas approved by the City;
 - (5) Any protests or concerns expressed by neighborhood businesses, residents, or other citizens regarding the proposed common consumption area;
 - (6) The city staff’s review and comments of the proposed application; and
 - (7) If the application is for a renewal, the Dodge City Police Department, Dodge City Fire Department, and the Dodge City Planning and Zoning Department shall provide the City Commission with a report of all calls for service and number of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.
- (B) In addition, no common consumption area permit shall be issued to:

- (1) Be held at or on premises which do not conform to other provisions of the Codes of the City of Dodge City including the International Property Maintenance Code (IPMC) then adopted by the City of Dodge City or which do not conform to the Zoning Code of the City of Dodge City;
 - (2) A person who has been convicted of or has pled guilty to a felony within the five years preceding the application under the laws of this state or any other state or of the United States;
 - (3) A person who has had a liquor license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;
 - (4) A person who has been convicted of or has pled guilty to being the keeper or is keeping or has forfeited bond to appear in court to answer charges of being a keeper of any property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is eighteen (18) years of age;
 - (5) A person who has been convicted or pled guilty to other crimes or misdemeanors opposed to decency and morality or shall have forfeited bond to appear in court to answer charges for any such violations;
 - (6) A person who is not at least 21 years of age;
 - (7) A person who, other than as a member of the governing body of the City of Dodge City or of Ford County, appoints or supervises any law enforcement officer, or who is a law enforcement official;
 - (8) A person who intends to carry on the business authorized by the permit as agent of another;
 - (9) A person who at the time of application for renewal of any permit issued hereunder would not be eligible for such license upon a first application; and
 - (10) Any person, if the spouse of such person would be ineligible to receive such license hereunder for any reason other than citizenship, or age, except that this subsection shall not apply in determining eligibility for a renewal permit or to a person whose spouse is a law enforcement officer.
- (C) If the City Commission determines that the application for designation of a common consumption permit is to be approved, the City Commission will adopt a Resolution setting forth the area designated as a common consumption area, the times, dates, and/or days of the week that consumption of alcoholic liquor or cereal malt beverages may be consumed in such area, a list of all public streets, alleys, roads, highways, and right of ways which may be closed and providing that all rules and regulations set forth in this chapter are to be complied with by the permit holder. The City Clerk shall provide the applicant a certified copy of the Resolution and submit a copy of the Resolution to the Director of the Alcoholic Beverage Control (“ABC”) as soon as

practicable after approval of the Resolution by the City Commission but in no event later than ten business days after approval by the City Commission.

- (D) The Resolution approved by the City Commission and the permit issued for a common consumption area shall not exceed a period of one year. City staff shall provide a report to the City Manager regarding the status of a permitted common consumption area following an initial permit being in effect for six months. Such report shall contain information regarding any police incidents or reports of unlawful consumption of alcoholic liquor or cereal malt beverages occurring within the six-month period. Such permits are not transferrable or assignable.”

SECTION 4: Section 3-904 shall be added to the City Code and shall read as follows:

“Licensee Participation and Regulations.

- (A) A common consumption area permit allows the possession and consumption of alcoholic liquor and cereal malt beverages in the designated common consumption area. Licensees of establishments licensed to serve alcoholic liquor and/or cereal malt beverages may apply to participate in a common consumption area and obtain a Participation Permit as described herein. Each application for a Participation Permit shall be accompanied by a \$100 non-refundable application and permitting fee.
- (B) Adjacent Licensees:
 - (1) Any licensee immediately adjacent to or located within a common consumption area may request that the licensee’s licensed premises participate in the common consumption area for the duration of the common consumption area permit. To request approval to participate in an approved common consumption area, licensees must submit a request to do so to the ABC on the form prescribed by the director of the ABC.
 - (2) Upon receiving written approval from the ABC to participate in the common consumption area, the licensee shall apply for a Common Consumption Participation Permit (herein “Participation Permit”) from the City of Dodge City on a form provided by the City Clerk. Approval of Participation Permit applications shall be under the discretion of the City Manager or designee. If approved, the Participation Permit term shall coincide with the term of the common consumption area permit issued by the ABC, subject to termination by the City for failure to abide by this Chapter or by the rules and regulations of the ABC.
 - (3) If approved, the establishment/licensee shall post the ABC approval and common consumption area Participant Permit in a conspicuous place on the establishment’s premises at all times

- (4) If an Adjacent Licensee no longer intends to participate in the common consumption area after obtaining a Participation Permit, the establishment/licensee shall provide a copy of the ABC withdrawal form to the City within 48 hours of submission to the ABC.
- (C) Non-Contiguous Sales: In addition to their licensed premises, licensees that have requested and received a Participation Permit may offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption from one non-contiguous service area within the common consumption area, as designated and approved by the common consumption area permit holder. The licensee shall prominently display a copy of its drinking establishment license and the Participation Permit at its non-contiguous service area. The licensee shall seek permission to operate a non-contiguous service area through an application for approval of a non-contiguous sales area on a form provided by the City Clerk and shall not operate a non-contiguous sales area unless and until permission is received from the City in writing.
- (D) Non-Adjacent Licensees: Licensees not adjacent to a permitted common consumption area desiring to participate in the common consumption area during a special event may do so subject to proper application for and approval of a Special Event Permit.
- (E) No sales of alcoholic liquor or cereal malt beverage may occur within the permitted common consumption area, except as follows:
- (1) The sales are conducted by a licensed caterer in accordance with all requirements for a catered event, a separate temporary permit has been issued for the specific area, or a drinking establishment has been authorized by the permit holder to operate a non-contiguous service area in accordance with K.S.A. 41-2659(e)(2).
 - (2) In conformance with state law and regulations adopted by the ABC, the permit holder shall ensure all common consumption areas are clearly marked using a physical barrier or a clearly apparent line of demarcation to distinguish the areas where consumption is allowed. The permit holder shall be responsible for removing barriers promptly after the times approved for its common consumption area.
 - (3) Every common consumption area shall have signs approved by the City of Dodge City conspicuously posted identifying the boundaries of such area in a size and manner that provides notice to persons entering or leaving the area.
 - (4) All alcoholic liquor or cereal malt beverages consumed in a common consumption area must have distinctively different containers than those in which non-alcoholic drinks are served.
 - (5) No alcoholic liquor or cereal malt beverages may be served or consumed in glass bottles, glass containers, or glass vessels within the common consumption area.

- (6) No person shall remove or be allowed by the permit holder to remove any alcoholic liquor or cereal malt beverage from the boundaries of a common consumption area.
 - (7) Only properly licensed and zoned alcoholic liquor and cereal malt beverage licensees may participate in a common consumption area. All alcoholic liquor and cereal malt beverage served within a common consumption area or removed from a licensed premises into a common consumption area shall be served in a container that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee.
 - (8) If the permit holder is any person other than the City of Dodge City, the permit holder shall provide to the City Clerk's office notification of any change, deletion, or addition of licensees who are participating in the common consumption area. Such written notification must be received within 10 business days of any such change in licensees participating in the area.
 - (9) No person shall possess, consume, or be allowed by the permit holder to possess or consume alcoholic liquor or cereal malt beverages inside the common consumption area that was not sold or provided by a licensee of an approved participant in the common consumption area.
 - (10) The establishment/licensee must ensure that the common consumption area permit is in effect prior to allowing patrons to possess or consume alcoholic liquor or cereal malt beverages in the common consumption area.
 - (11) All establishments/licensees shall at all times comply with laws, ordinances, regulations, and permit requirements related to the purchase, sale and consumption of alcoholic liquor and cereal malt beverages. All establishments/licensees shall be liable for all violations of laws governing the sale and consumption of alcoholic liquor or cereal malt beverages that occur on the establishment/licensee's premises.
- (F) The issuance of a common consumption area permit does not relieve any person from the obligation to obtain any other permit, license, or pay any additional fees required by the City of Dodge City or other governmental entity or department of the City of Dodge City that may be required regarding the planned event, including a Special Event Permit."

SECTION 5: Section 3-905 shall be added to the City Code and shall read as follows:

“Right of entry and inspection.

Common consumption area permit holders shall allow and enable entry to and inspection of any premises upon which a common consumption area exists by City officials. This right of entry and inspection shall not be revocable during the term of the permit. This right shall be at

any time when the premises are occupied and is not limited to hours when common consumption is authorized. Refusal of such entry shall be grounds for revocation of the permit.”

SECTION 6: Section 3-906 shall be added to the City Code and shall read as follows:

“Immediate Suspension Due to Immediate Threat to Public Safety.

- (A) The Chief of Police or Acting Chief may require a common consumption permit holder or common consumption participant permit holder to cease operations and disperse all patrons whenever conduct by disorderly patrons reaches a magnitude that presents an immediate threat to the public safety and well-being of the patrons and general public in the vicinity of the common consumption area. The common consumption area shall remain closed until the threat has passed.
- (B) The Chief of Police or Acting Chief may temporarily suspend a permit without five days’ written notice or make additional security requirements without five days’ written notice if it is determined that the permit holder has a lack of security sufficient to protect the public and the lack of security poses a substantial risk of harm to patrons or others. An emergency suspension without five days’ written notice shall only be used in cases where there has been a significant violent act or a credible threat of future violence. The suspension shall be effective immediately upon verbal notification by the Chief of Police or Acting Chief or designee to the licensee, permit holder, manager, agent, or representative of the establishment/licensee and shall be effective for up to ten days as needed to restore or to ensure the safety of the public. In lieu of suspension, the Chief of Police or Acting Chief may require additional conditions of operation including but not limited to restricted hours, additional security personnel, wands, security cameras, bag checks, and restrictions on type of bags allowed in common consumption areas. The Chief, or designee, shall promptly complete a report outlining the basis for the decision to suspend the permit and recommendations to adequately remedy the deficiencies of the common consumption area’s security or safety plans. A copy of the report shall be provided to the City Manager on the first business day following the suspension or the placement of additional conditions. The Chief of Police or designee shall officially notify the permit holder in writing by deposition such notice in first class mail to the address listed on the permit the first business day after suspension or imposition of additional conditions. The notice shall include the reason for the suspension or conditions, the length and dates of suspension, and rights of appeal.
- (C) If the Chief of Police or designee is unable to affect personal notification of an emergency suspension, notice will be posted upon the permit holder’s property and sent by first class mail to the primary contact or owner listed on the license.
- (D) The permit holder or a designee shall meet with the Chief of Police or designee within three business days of an emergency suspension.

- (E) It is unlawful for any person to fail to comply with any directive issued by the Chief of Police or designee under the authority of this section.
- (F) The provisions of this chapter are in addition to any other violation enumerated within the ordinances of the Code of the City of Dodge City. This Chapter in no way limits the penalties, actions, or abatement procedures which may be taken by the City for a violation of any ordinance of the City or statute of the State of Kansas.

SECTION 7: Section 3-907 shall be added to the City Code and shall read as follows:

“Penalty for Violation.

Unless otherwise specified, violation of any provision of this article and amendments thereto, for which a penalty is not otherwise specifically provided is punishable by a fine not less than \$100 dollars and not to exceed \$500 dollars.”

SECTION 8: SEVERABILITY.

If any section, provision, sentence, clause, or phrase of this Ordinance, or if its application in a specific instance is found to be invalid, the remainder of such Ordinance and its application shall remain in full force and effect.

SECTION 9: EFFECTIVE DATE.

This Ordinance shall take effect from and following its publication in the official city newspaper as provided by law.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN
REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS _____ DAY OF
_____, 20__.**

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney
Date: September 2, 2025
Subject: Resolution No. 2025-30
Agenda Item: Ordinances and Resolutions

Purpose: Approval of Resolution No. 2025-30.

Recommendation: Multiple City departments consulted on this resolution including Development Services, Dodge City Police Department, Administration, and Public Works. Staff recommends approval of the resolution.

Background:

- Several other cities across Kansas have common consumption areas in place with positive results. This resolution was drafted upon review of other similar city policies across Kansas.
- On August 26, 2025, City Staff sent notices via U.S. mail to all property owners within the proposed DDC-CCA and within 200ft of the proposed DDC-CCA. In addition, the City made an official notice of the matter and that a public hearing will be held regarding the same on the City's website and on the City's official Facebook page.
- Section 3 of Ordinance 3838 requires the Commission to consider the following factors. Staff has included the factors here and provided staff's consideration of the same.
 - (1) **The adequacy of security to be provided in the common consumption area;** Officers from the Dodge City Police Department will Patrol the Common Consumption Area during the hours of operation to ensure proper compliance with regulations and protect public safety.
 - (2) **The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic and whether alternative routes are available for public transit and emergency vehicles;** The DDC-CCA would not include closure of streets. However, streets may be closed during events subject to an approved Special Event Permit.
 - (3) **The zoning classifications for the proposed consumption area and the compatibility of the consumption area with other uses near the location with special consideration given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church, or other place of worship;** The area marked on the exhibit is zoned C-1. The DDC-CCA is within an area with several drinking establishments and therefore the CCA is compatible with the area's zoning. The DDC-CCA is within 300 feet of churches and a public park.
 - (4) **The distance between the proposed common consumption area and other common consumption areas approved by the City;** The DDC-CCA would be the first common consumption area approved by the City. Therefore, distance from a competing area is not a consideration.

- (5) **Any protests or concerns expressed by neighborhood businesses, residents, or other citizens regarding the proposed common consumption area;** As of this submission (8/28/25), City Staff has received no official protests or concerns. Residents have the opportunity to express concerns or support at the public hearing portion of the meeting.
- (6) **The city staff's review and comments of the proposed application;** The Dodge City Police Department, Public Services Department, Clerk's Office, Development Services Department, and Legal Department have reviewed the proposed DDC-CCA and have recommended approval.
- (7) **If the application is for a renewal, the Dodge City Police Department, Dodge City Fire Department, and the Dodge City Planning and Zoning Department shall provide the City Commission with a report of all calls for service and number of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.** The DDC-CCA is not up for renewal, so the commission need not consider this point. However, City staff will review and report on all calls for service, number of arrests or citations issued for offenses occurring in or upon the DDC-CCA and the areas immediately adjacent to the DDC-CCA six months after the effective date of the DDC-CCA.
- If the Commission approves this Resolution, the City Clerk will submit a copy of the Resolution to the Director of the ABC.
 - This Resolution shall establish the DDC-CCA for a period of one year.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: For the DDC-CCA, where the City is the permit holder, additional costs will be incurred. The City could acquire additional insurance coverage, which would increase insurance costs. However, many cities rely on the protections of the Tort Claims Act and choose not to acquire additional coverage. There would also be costs associated with signage or other barriers to clearly mark the common consumption area. Public Works has indicated that signs would cost approximately \$40 per sign. Based on the size of the DDC-CCA and number of streets/sidewalks entering into the area, it is estimated around 20 signs will be required. Signs can be produced in-house by City staff. State law requires signage or other methods of demarcation be posted at all access points. Staff estimates total signage and demarcation costs will be approximately \$2,000.

Legal Considerations: Approval of this Resolution will establish a Common Consumption Area and upon approval by the ABC will obligate the City to follow state law and local code regarding operation of a CCA.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments:

- Resolution 2025-30
- DDC-CCA map

Approved for the Agenda by:



Paige Gilmore, City Attorney

RESOLUTION NO. 2025-30

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A COMMON CONSUMPTION AREA ALLOWING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PROPERTY NOT OTHERWISE SUBJECT TO A LICENSE ISSUED PURSUANT TO THE KANSAS LIQUOR CONTROL ACT OR THE CLUB AND DRINKING ESTABLISHMENT ACT.

WHEREAS, The City Commission is authorized to grant the establishment of a Common Consumption Area (“CCA”) and grant permits for the same (the “CCA Permit”) pursuant to Ordinance No. 3838 and K.S.A. 41-2659; and

WHEREAS, pursuant to Ordinance No. 3838 and K.S.A. 41-2659(b), the City may apply to hold a CCA Permit; and

WHEREAS, the City seeks to establish a Common Consumption Area within the boundaries identified in Section 1 below on the times and dates set forth in Section 2 below; and

WHEREAS, the City is the property owner of the proposed Common Consumption Area; and

WHEREAS, City staff has reviewed the proposed Common Consumption Area and recommends approval of the same.

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

SECTION 1: In accordance with K.S.A. 41-2659 and amendments thereto, the City Commission hereby establishes the Downtown Dodge City Common Consumption Area (“DDC-CCA”) as designated in the map attached hereto as Exhibit A and incorporated herein by reference provided that a common consumption area permit for the area has been issued to the City by the State of Kansas, Director of the Division of Alcoholic Beverage Control (Director).

SECTION 2: The City Commission hereby authorizes the possession and consumption of alcoholic liquor and cereal malt beverages in the DDC-CCA is permitted during the following dates and times:

- Fridays and Saturdays from 12:00 noon to 12:00 midnight.
- For the Period of Dodge City Days 2026, July 24, 2026 through August 2, 2026, 5:00AM to 12:00 midnight.

SECTION 3:The City Commission hereby declares that during the hours of operation of the DDC-CCA as stated in Section 2 herein streets and roadways shall remain open unless closed pursuant to a subsequent special event permit.

SECTION 4: A licensee located within or immediately adjacent to the DDC-CCA may request to participate in the DDC-CCA and allow its legal patrons to remove alcoholic liquor purchased on

the licensee's premises to the DDC-CCA upon request for and approval of a Participation Permit pursuant to the terms and conditions outlined in Ordinance No. 3838 in addition to approval from the ABC by and through the procedures required by the Director.

SECTION 5: A Non-Contiguous Licensee may request to participate in the DDC-CCA and may sell and serve alcoholic liquor or cereal malt beverages for consumption within the DDC-CCA upon proper application for and approval of a Participation Permit as outlined in Ordinance No. 3838.

SECTION 6: Sales and consumption of alcoholic liquor and cereal malt beverages within the DDC-CCA are prohibited except during the times duly approved by Resolution by the City Commission.

SECTION 7: The City Commission hereby authorizes the City Manager or designee to take all reasonably necessary actions, including but not limited to the execution of all documents and instruments, to obtain approval for the DDC-CCA from the Director of the ABC.

SECTION 8: OPERATION OF DDC-CCA. The City Commission hereby declares that the DDC-CCA shall not be operational until the City's application for the common consumption area has been approved by the ABC, the City has placed signage or other lines of demarcation showing the boundaries of the DDC-CCA, and the City has published notice on its website that the DDC-CCA has become operational.

SECTION 9: SEVERABILITY. If any section, provision, sentence, clause, or phrase of this Ordinance, or if its application in a specific instance is found to be invalid, the remainder of such Ordinance and its application shall remain in full force and effect.

SECTION 10: The City Clerk shall provide a copy of this Resolution to the Kansas Director of Alcoholic Beverage Control within 10 business days of approval.

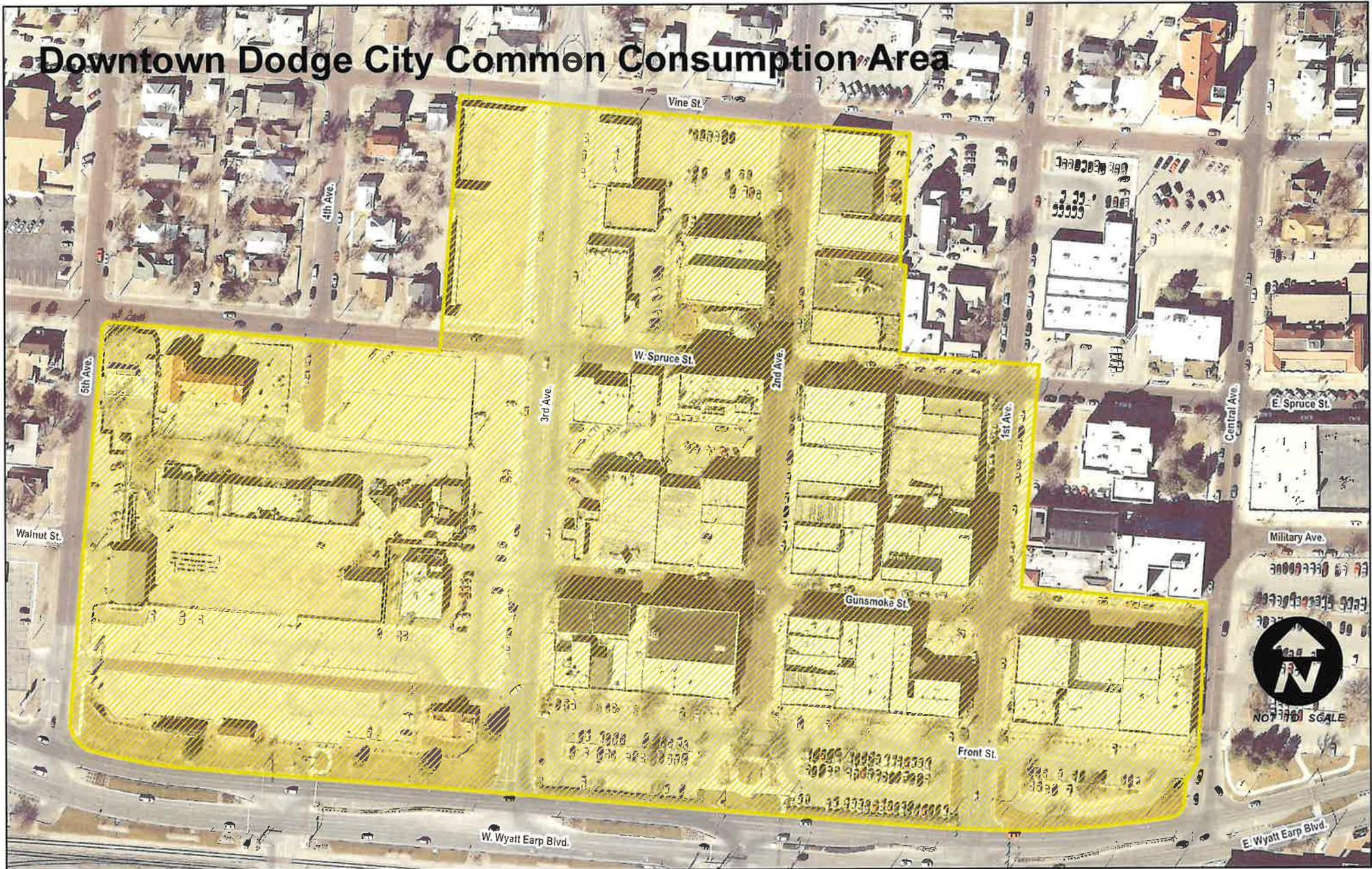
PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20__.

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

Downtown Dodge City Common Consumption Area





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: September 2, 2025

Subject: Approval of Resolutions 2025-31, a Resolution Designating City's Commitment of City Funds for Gunsmoke Trail Extension along Comanche St.

Agenda Item: Ordinances and Resolutions

Purpose: To show KDOT the City has funds available for the City's share of the Gunsmoke Trail Extension along Comanche St.

Recommendation: Approve Resolution 2025-31, Designating the Commitment of City Funds in the amount of \$283,000 for the extension of the Gunsmoke Trail along Comanche St. from 1st Ave. to Elbow Bend.

Background: In May of 2022 the City submitted a Transportation Alternatives (TA) Program application to extend the Multi-Use Trail along Comanche St. from 1st Ave. to Elbow Bend. This extension would add just under 1.25 miles to the trail system. The proposed extension would benefit a number of the citizens that already travel on the proposed route. Also in May of 2022, the City Commission approved Resolution 2022-15 in support of the application.

In November of 2022, KDOT notified the City we were awarded the TA Program grant for the Gunsmoke Trail Extension. The City then issued a Request-for-Qualification (RFQ) for design services for the project. Six firms responded to the RFQ. A selection committee of City staff reviewed and evaluated these RFQ's. SMH was then chosen for the design of the project.

In February of 2023, KDOT sent a program packet. SMH developed a timeline based on the program packet. In March of 2023, the Commission approved to proceed with design of the project by SMH.

KDOT opened bids for this project on August 20, 2025. KDOT received two bids for the project, the low bid was from Building Solutions, LLC, Dodge City, KS in the amount of \$1,193,322.00. The second bid was from PSE Contractors, LLC, Wichita, KS in the amount of \$1,424,485.00.

This TA Grant is an 80%/20% grant with the City responsible for 20% of the cost of construction and construction engineering (CE). CE will be completed by SMH and KDOT staff.

City Commission Options:

1. Approve Resolution
2. Reject Resolution
3. Table for further discussion

Financial Considerations:

Amount \$: 283,000

Fund: 2025 GOB - The City bonded \$500,900 for the project which includes all design, R/W & TCE Purchases, City's 20% share of Construction and CE costs, along with financing and art fees. There are sufficient funds in the bond to cover these expenses.

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Resolution 2025-31, Bid Notification Letter and Project Invoice from KDOT

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Name, Title

CITY OF DODGE CITY RESOLUTION 2025-31

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

8/21/2025

2 Copies to City

Project Number: 029 TE-0513-01

TA-T051(301)

WHEREAS bids were received at Topeka, KS on 8/20/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
BUILDING SOLUTIONS LLC	Dodge City: Gunsmoke Trail Comanche Extension	\$1,194,082
DODGE CITY, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less \$1,129,043 Federal funds will require City matching funds in the amount of \$283,000.

BE IT FURTHER RESOLVED that City funds in the amount of \$283,000 which are required for the matching of Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 10/9/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this 2nd day of September, 2025, at Dodge City, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor
Jeff Reinert

Attest:

(Seal)

City Clerk

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

August 21, 2025

**Project Number: 029 TE-0513-01
TA-T051(301)**

City of Dodge City
Mr. Ray Slattery, P.E.
Director of Engineering Services
P.O. Box 880
Dodge City, KS 67801-0880

Dear Mr. Slattery:

We are listing below the bidder and the low bid received at Topeka, KS on 8/20/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
BUILDING SOLUTIONS LLC	Dodge City: Gunsmoke Trail Comanche Extension	\$1,194,082
DODGE CITY, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 9/12/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less \$1,129,043 Federal funds will require City matching funds in the amount of \$283,000. The City remittance should be made on or before 10/9/2025.

Sincerely,

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Mayor/City Manager
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Joe Finley, P.E., District Six Engineer



BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 08/20/2025

Contract Number: 525082616

Project Number: 029 TE 0513-01

Federal Number: TA-T051(301)

Description: PEDESTRIAN AND BICYCLE PATHS

County: FORD

State Ties: --

Total Records: 2

[Helpful Definitions](#)

Contractor Name	Bid Amount
BUILDING SOLUTIONS LLC	\$1,193,322.00
PSE CONTRACTORS LLC	\$1,424,485.00

INVOICE

Keep for your Records
Due on or before 10/9/2025
 PRELIMINARY STATEMENTS OF COSTS
 029 TE-0513-01
 TA-T051(301)

Please Remit Payment to:
 Kansas Department of Transportation
 Bureau of Fiscal Services
 700 SW Harrison Street, 3rd Floor West
 Topeka, KS 66603

Dodge City: Gunsmoke Trail Comanche Extension

Construction and CE Breakdown	
Actual Bid	\$1,193,322
Water (for grading)	\$760
Sub-Total Actual Bid Amount	\$1,194,082
LPA CE Contract	\$217,222
Sub-Total Construction and CE	\$1,411,304
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$1,411,304
Total Project Costs	\$1,411,304

Federal/City Funding Summary	
Total Project Costs	\$1,411,304
100% City Funds Due to Non-Participating	\$0
Federal Participating Project Costs	\$1,411,304
Fund 1- Available Funding	\$1,411,304
80% Federal Funds	\$1,129,043
20% City Funds	\$282,261
100% City Funds Due to Max Funding	\$0

CE Breakdown	
Total LPA CE	\$217,222
Federal Non-Participating CE	\$0
Federal Participating CE	\$217,222

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$0			\$0
Federal Non-Participating CE	\$0			\$0
Fund 1- 80% Federal Funds		\$1,129,043		\$1,129,043
Fund 1- 20% City Funds	\$282,261			\$282,261
City Funds Due to Max Funding	\$0			\$0
Total	\$282,261	\$1,129,043	\$0	\$1,411,304

Amount to Bill County (Rounded Up)	\$283,000
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Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: August 28, 2025

Subject: Resolution 2025-32

Agenda Item: Ordinances and Resolutions

Purpose: The City is anticipating exceeding the Revenue Neutral Rate (RNR). The RNR for the 2026 budget is 33.478. The anticipated mill levy for the 2026 budget is 35.717. The total mill levy for the 2025 budget was 36.223.

Recommendation: City staff recommends approving Resolution 2025-32 allowing the City to exceed the RNR.

Background: Resolution 2025-32 is a resolution that allows the levied property tax rate to exceed the Revenue Neutral Rate.

In March 2021, the Legislature approved Senate Bill 13 requiring any taxing subdivision that intends to exceed their Revenue Neutral Rate to give additional notice and have a public hearing prior to the adoption of the budget. The County Clerk has notified all taxpayer's of the revenue neutral rate hearings and levy changes and it was also published in the Dodge Globe.

The Revenue Neutral Rate for the City of Dodge City calculated by the Ford County Clerk is 33.478. The anticipated rate needed for the 2026 budget is 35.717, exceeding the Revenue Neutral Rate by 2.239. This is still .506 mills less than the 2025 budget. The City may adopt a budget with a mill levy less than this anticipated mill levy but the final budget cannot exceed this mill levy.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Amount \$:

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: All legal considerations are satisfied with the Public Hearing and Resolution.

Mission/Values: We value progress and growth for the community's future.

Attachments: Notice of Revenue Neutral Rate Intent and Resolution 2025-32.

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nicole May". The signature is written in a cursive, flowing style.

Nicole May, Finance Director

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE

The governing body of

City of Dodge City

will meet on September 2, 2025 at 7:00 PM at City Commission Chambers 806 N. Second for the purpose of hearing and answering objections of taxpayers relating to revenue neutral rate and proposed tax rate, as required by KSA 79-2988.

SUPPORTING COUNTIES

Ford County

Revenue Neutral Rate*	33.478	Proposed Tax Rate	35.708
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Tax Rates are expressed in mills

* Revenue Netural Rate as defined by KSA 79-2988

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