



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 1, 2025

7:00 p.m.

MEETING # 5326

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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 joint City County Commission Minutes, November 17, 2025.
2. Approval of City Commission Minutes, November 17, 2025.
3. Cereal Malt Beverage License:
 - a. Walgreens, 1801 N. 14th Avenue.
4. Approval of the Payment for Purchase Price for the Temporary Construction Easements for the South Dodge Trail Extension.

ORDINANCES & RESOLUTIONS

Ordinance No. 3840: An Ordinance Amending and Adopting Revisions to Article II of the Dodge City Zoning Ordinance, Adding Requirements for Utility Locations. Report by Nathan Littrell, Planning and Zoning Administrator.

Ordinance No. 3841: An Ordinance Amending and Adopting revisions to article xiii of the Dodge City Zoning Ordinance, reducing required side yard building setbacks for single-family dwellings. Report by Nathan Littrell, Planning and Zoning Administrator.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of the Real Estate Agreement with 3J2C Farms LLC for the Purchase of 260 Acre-Foot of Water Rights. Report by Nick Hernandez, City Manager.
2. Approval of the Real Estate Agreement with Harshberger Land LLC for the Purchase of 574 Acre-Foot of Water Rights. Report by Nick Hernandez, City Manager.
3. Approval to Purchase Bulk Fuel for City Operations and Authorize the City Manager to Approve Future Bulk Fuel Purchases as Needed. Report by Kevin Israel, Director of Construction and Facilities

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Joint City of Dodge City/Ford County Commission Meeting Minutes
City Hall, City Commission Chambers
806 N. 2nd Avenue
Monday, November 17, 2025
6:00 P.M.
Meeting # 5324

Call to Order:

City of Dodge City: Mayor Jeff Reinert, Commissioners, Daniel Pogue, Rick Sowers, Chuck Taylor, Michael Burns present

Ford County: Chairman Shawn Tasset, Commissioners Chris Boys, Gary Thomas present.

Approval of Agenda

City of Dodge City: Mayor Jeff Reinert moved to amend the agenda and remove Item #4. Commissioner Rick Sowers made a motion to accept amending the agenda. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.

Ford County: Chairman Shawn Tasset moved to amend the agenda and remove Item #4. Commissioner Chris Boys seconded the motion. The motion carried 3 – 0.

Unfinished Business:

New Business:

1. IT Upgrades for United Wireless Arena and Boot Hill Casino and Resort Conference Center- Report by Assistant City Manager, Melissa McCoy and VenuWorks Executive Director Chris Ragland.

City of Dodge City: Commissioner Michael Burns made a motion to accept IT upgrades for Wireless Arena and Boot Hill Casino and Resort Conference Center. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

Ford County: Commissioner Chris Boys made a motion to accept IT upgrades for Wireless Arena and Boot Hill Casino and Resort Conference Center. Commissioner Gary Thomas seconded the motion. The motion carried 3 – 0.

2. 2026 “Why Not Dodge” Sales Tax Budget Approval-Report by Director of Finance, Nicole May

City of Dodge City: Commissioner Rick Sowers made a motion to accept the “Why Not Dodge” Sales Tax Budget Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Ford County: Commissioner Chris Boys made a motion to accept the “Why Not Dodge” Sales Tax Budget. Commissioner Gary Thomas seconded the motion. The motion carried 3 - 0.

3. CFAB Organizational Funding Applications Approval- Report by Assistant City Manager, Melissa McCoy

City of Dodge City: Commissioner Daniel Pogue made a motion to approve the CFAB Organizational Funding Applications as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Ford County: Commissioner Chris Boys made a motion to approve the CFAB Organizational Funding Applications as presented. Commissioner Gary Thomas seconded the motion. The motion carried 3 - 0.

Adjournment:

City of Dodge City: Commissioner Rick Sowers made a motion to adjourn. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Ford County: Commissioner Shawn Tasset made a motion to adjourn. Commissioner Chris Boys seconded the motion. The motion carried 3 – 0

ATTEST:

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, November 17, 2025

7:00 p.m.

MEETING # 5325

CALL TO ORDER

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

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Jeff Reinert moved to amend the agenda, adding an Executive Session after staff reports. Commissioner Chuck Taylor made a motion to accept the agenda with the amendment. Commissioner Michael Burns 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 City Commission Meeting Minutes, November 3, 2025.
2. Appropriation, Ordinance No.22, November 17, 2025.
3. Cereal Malt Beverage License:
 - a. Casey's Store, 2201 N. 14th Avenue.
 - b. Casey's Store. 700 W. Wyatt Earp Blvd.
 - c. Dodge City Community College, 2501 N. 14th Avenue.
 - d. Panaderia La Tapatia, 614 E. Wyatt Earp Blvd.
 - e. Pizza Hut, 110 Frontview Steet

(Applications on file in city clerk office)

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

ORDINANCES & RESOLUTIONS

Resolution No. 2025-2025-41: A Resolution authorizing payment of 2025 Year End retention stipend to qualified employees was approved on a motion by Commissioner Rick Sowers. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Commissioner Michael Burns moved to approve the bid from Marsau Enterprises, Inc. in the amount of \$1,321,667.31 for the Fourteenth Avenue Bridge replacement-utilities project. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
2. Commissioner moved to approve Change Order #1 from Braun Intertec Corporation in the amount of \$189,870 for a Pre & Post Seepage Analysis of Anerobic #4 and provide construction observation services for the subgrade stabilization of the Anaerobic & Aerobic #4, and associated embankments at the Wastewater Treatment Plant. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
3. Commissioner Rick Sowers moved to approve quotes and payment to J Dubs in the amount of \$36,206.50 for the Right-of-Way (R/W), temporary construction easement (TCE), and cost to cure required for the reconstruction of Trail Street from Love's Drive. to Kansas Feed's Drive. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
4. Commissioner Chuck Taylor moved to approve Change Order #4 for United Village Subdivision Infrastructure in the amount of \$76,374.88. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
5. Commissioner Rick Sowers moved to approve the Submission of Applications for the 5311 Public Transportation Local Match Grant Letters. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:27 pm Commissioner Daniel Pogue made a motion that the Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(1), personal matters relating to non-elected personnel. The open meeting will resume in the city commissioner chambers in 20 minutes at 7:56 pm. The meeting will include the Commissioners, Jeff Reinert, Daniel Pogue, Rick Sowers, Michael Burns, and City Attorney Paige Gilmore. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

Open meeting is reconvened at 7.56 pm.

ADJOURNMENT

Commissioner Michael Burns made a motion 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: December 1, 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:

Fernanda Garcia, Benjamin Garcia & Consuelo Delgado	\$ 500.00
Raul Bailon	<u>\$ 500.00</u>
TOTAL	\$1,000.00

To date the cost of the TCEs and Cost to Cure is \$13,570.00. It is estimated to be an additional \$9,000.00 to purchase the remaining Temporary Construction Easements, Permanent Easements, and any Cost to Cure.

Amount \$: 1,000.00

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:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

City of Dodge City
Project: South Dodge Trail
Property Address: 601 Sunnyside Ave Dodge City, KS

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025 by and between, **Fernanda Garcia, a single person, and Benjamin Garcia and Consuelo Delgado, husband and wife** (“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 601 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: Fernanda Garcia

BY: Fernanda Garcia
Fernanda Garcia

Seller: Benjamin Garcia

BY: Benjamin Garcia
Benjamin Garcia

Seller: Consuelo Delgado

BY: Consuelo Delgado
Consuelo Delgado

BUYER: CITY OF DODGE CITY, KANSAS

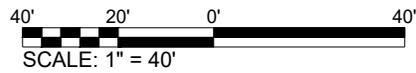
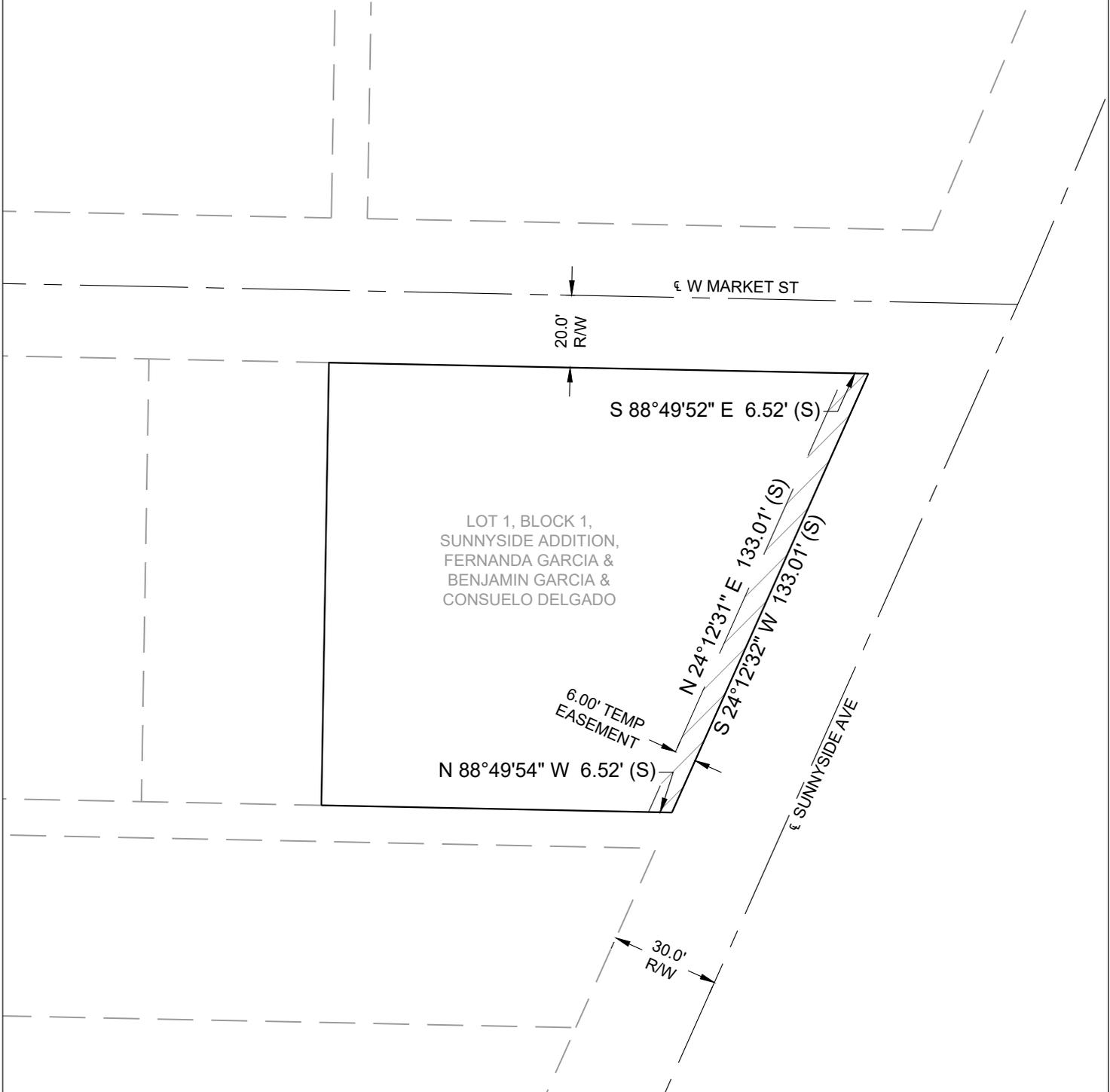
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

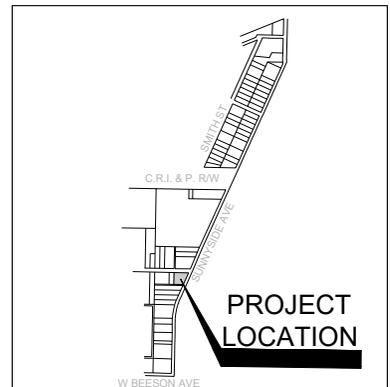
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #28 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

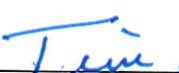
DESCRIPTION:

A tract of land in Lot 1, Block 1, Sunnyside Addition, in the Southeast Quarter of 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 1, Block 1, Sunnyside Addition; thence
N 88°49'54" W 6.52 feet; thence
N 24°12'31" E 133.01 feet; thence
S 88°49'52" E 6.52 feet to the West right of way line of Sunnyside Avenue; thence
S 24°12'32" W 133.01 feet to the point of beginning, containing 798 square feet.
Tim Sloan, PS-783, February 6, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #28 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 213 S 2nd Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY AND PERMANENT EASEMENT

THIS AGREEMENT is made this ____ day of _____, 2025 by and between, **Raul Bailon** (“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 213 S 2nd 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: Raul Bailon



Raul Bailon

BUYER: CITY OF DODGE CITY, KANSAS

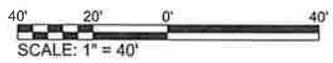
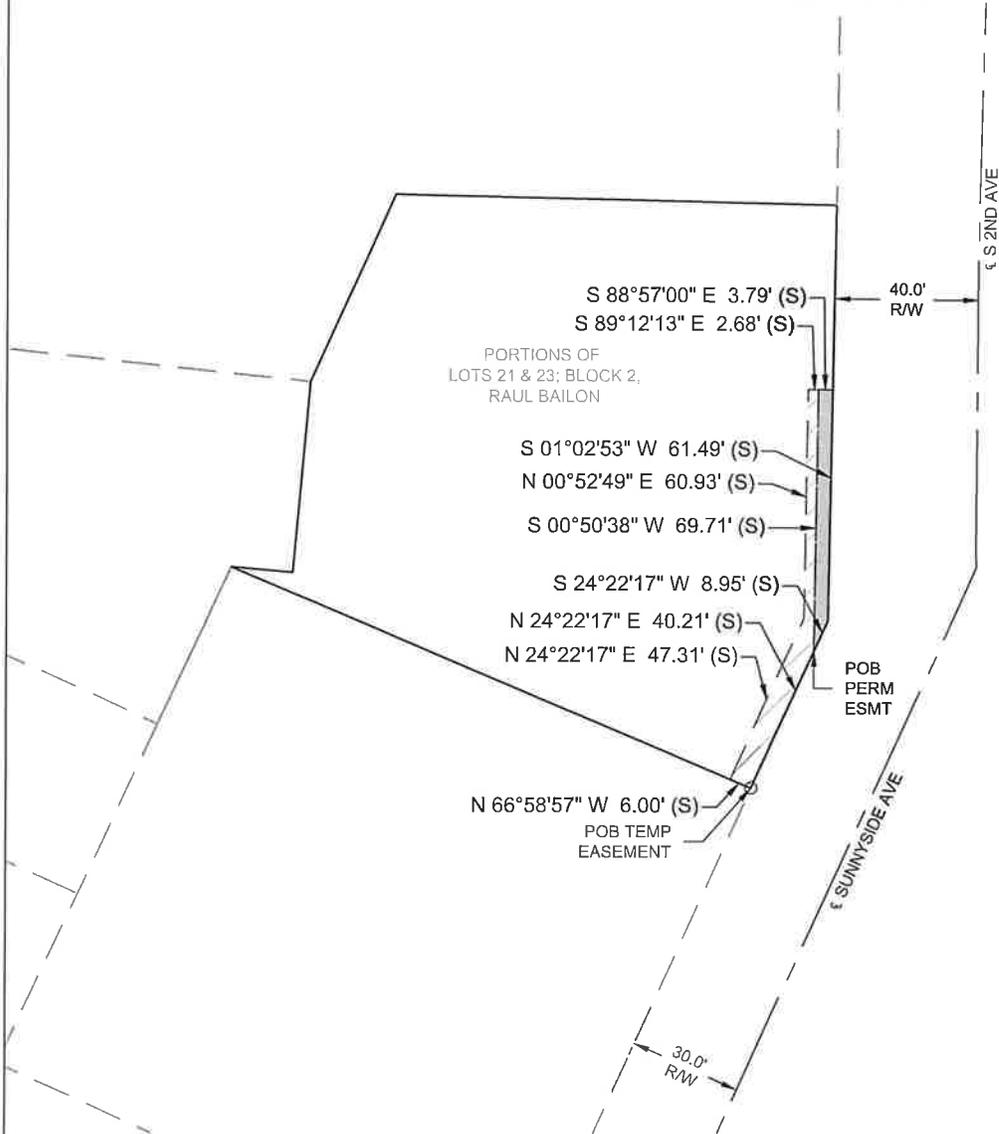
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

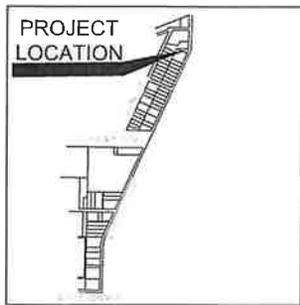


LEGEND

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



VICINITY MAP (NOT TO SCALE)



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • **Dodge City, KS** P: (620) 255-1952
Kansas City P: (913) 444-9615 • **Colorado Springs, CO** P: (719) 428-8677

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:PERMANENT EASEMENT

A tract of land in Lots 21 and 23, 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 a point that is N 24°22'17" E 40.21 feet from the Southeast Corner of said Lot 21, Block 2, Crawford Place: thence
N 00°50'38" E 69.71 feet; thence
S 88°57'00" E 3.79 feet to the West right of way line of S 2ND Avenue; thence
S 01°02'53" W 61.49 feet; thence
S 24°22'17" W 8.95 feet to the point of beginning, containing 241 square feet.
Tim Sloan, PS-783, March 14, 2025.

Subject to easements and restrictions of record.

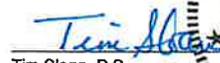
DESCRIPTION:TEMPORARY EASEMENT

A tract of land in Lots 21 and 23, 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 21, Block 2, Crawford Place: thence
N 66°58'57" W 6.00 feet; thence
N 24°22'17" E 47.31 feet; thence
N 00°52'49" E 60.93 feet; thence
S 89°12'13" E 2.68 feet; thence
S 00°50'38" W 69.71 feet to the West right of way line of Sunnyside Avenue; thence
S 24°22'17" W 40.21 feet to the point of beginning, containing 438 square feet.
Tim Sloan, PS-783, March 14, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan



Tim Sloan, P.S.
Vice-President



SMH CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Exhibit #04 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	Raul Bailon	213 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: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: December 1, 2025
Subject: Ord. No. 3840
Agenda Item: Ordinances and Resolutions

Purpose: Amend City Zoning Ordinance to require utilities be located either in alley ways, street right-of-way, or in easement adjacent to street right-of-way in residential developments. This would add Article II.22 Utility Locations, to the City of Dodge City Zoning Ordinance.

Recommendation: It is City Staff's recommendation to approve this ordinance. On November 11, 2025, the Planning Commission reviewed and voted 4-0 to recommend approval of the proposed zoning amendment. The proposed zoning amendment does not conflict with the City's Comprehensive Plan.

Background: The City Zoning Ordinance currently allows for utilities to be located in street right-of-way, alley ways, and easements. Easements are currently allowed to be located along the street as well as at the rear of the lot where an alley way would be. Accessing rear easements and the utilities located within them have been problematic for years. Fences, landscaping, vegetation, storage of trailers, materials, etc., has made these rear easements inaccessible. City franchised utility companies have asked the City to move the location of these utilities to the front of residential lots for future developments to alleviate this issue.

Requiring all utilities to be either in platted alley ways, street right-of-way or adjacent easements would alleviate a lot of the accessibility issues utility companies have been dealing with. Through coordination between the utility companies, developers and city staff, utility equipment and structures – such as risers/pedestals, vaults, transformers, poles, hydrants, manholes, etc. – can be located in a way that is organized, cohesive and has a minimal visual impact.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this rezoning ordinance will encourage and support growth and development in our community.

Attachments: Ordinance #3840, Letters of Support

Approved for the Agenda by:

Josh Adams

Josh Adams, Development Services Director

ORDINANCE NO. 3840

AN ORDINANCE AMENDING AND ADOPTING REVISIONS TO ARTICLE II OF THE DODGE CITY ZONING ORDINANCE, ADDING REQUIREMENTS FOR UTILITY LOCATIONS.

WHEREAS, the Dodge City Planning Commission conducted a duly advertised public hearing on November 11, 2025 to consider this Zoning Ordinance amendment; and

WHEREAS, upon finding this proposed amendment is consistent with the adopted Comprehensive Plan, the Planning Commission recommends approval of such amendment;

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

SECTION 1: That the 2000 Dodge City Zoning Ordinance (Ordinance No. 3267) is amended by adding the following section to Article II:

II. Utility Locations

In order to encourage orderly development and maintenance of utilities the City establishes the following requirements for residential subdivisions:

- A. Where alleys are platted, franchised and public utilities may be installed in the alleys.
- B. In subdivisions where alleys are not platted, all public and franchised utilities shall be placed in the street right-of-way and/or an adjacent easement. Service lines and crossings of franchised utilities shall be allowed in street right-of-way as required.
- C. Locations of associated equipment and structures including, but not limited to - risers/pedestals, vaults, transformers, poles, hydrants, manholes - shall be coordinated between the utility providers, developer and city engineer to minimize visual impact, sight obstructions, and other conflicts.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIRST DAY OF DECEMBER, 2025.

JEFFREY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

August 18, 2025

Re: Front Lot Utility Easement Ordinance

To Whom It May Concern:

On behalf of IdeaTek Telcom, we are writing to express our interest in collaborating on the development of an ordinance that would establish **front lot utility easements** as the standard for new residential developments.

We have experienced firsthand the challenges with traditional rear lot utility configurations. Accessing our infrastructure in backyards presents obstacles that can slow down our teams and create safety concerns. Adopting a front lot design would help address these issues by allowing for more efficient and safer installation and maintenance practices. This would ultimately benefit utility operations and the community.

As a competitive telecommunications provider, we want to ensure that any new ordinance is crafted to be effective in solving challenges of access and safety without creating economic barriers for companies like ours. With our experience we can provide valuable input to help shape a solution that promotes a reliable utility network while maintaining a competitive market.

We are excited to partner with Victory Electric on this initiative, which will increase accessibility and help modernize community infrastructure.

Sincerely,



Thomas Garrett
Vice President of Business Development
IdeaTek Telcom, LLC



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: December 1, 2025
Subject: Ord. No. 3841
Agenda Item: Ordinances and Resolutions

Purpose: Amend side yard building setbacks for single-family dwellings in R-1, R-2, and R-3 zones from 6 feet to 5 feet. This would amend Article XIII.12 Table of Dimensional Requirements of the City of Dodge City Zoning Ordinance.

Recommendation: It is City Staff's recommendation to approve this ordinance. On November 11, 2025, the Planning Commission reviewed and voted 4-0 to recommend approval of the proposed zoning amendment. The proposed zoning amendment does not conflict with the City's Comprehensive Plan.

Background: The City Zoning Ordinance currently requires a side yard building setback of 6 feet for dwellings in R-1, R-2 and R-3 zones. Multiple developers have requested this side yard building setback be reduced to allow for the maximizing of development value on lots. It has been requested that the side yard setback for single-family dwellings in these zones be reduced from 6 feet to 5 feet.

Reducing side yard building setbacks for single-family dwellings in R-1, R-2, and R-3 zones from 6 feet to 5 feet would still meet standard fire code requirements of 10 feet of separation of structures without additional measures of fire protection. Reducing side yard building setbacks would allow for potentially larger dwellings on lots. This could allow for housing developments to potentially be more financially viable and maximize both initial construction and maintenance costs of infrastructure.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this rezoning ordinance will encourage and support growth and development in our community.

Attachments: Ordinance #3841

Approved for the Agenda by:

Josh Adams

Josh Adams, Development Services Director

ORDINANCE NO. 3841

AN ORDINANCE AMENDING AND ADOPTING REVISIONS TO ARTICLE XIII OF THE DODGE CITY ZONING ORDINANCE, REDUCING REQUIRED SIDE YARD BUILDING SETBACKS FOR SINGLE-FAMILY DWELLINGS.

WHEREAS, the Dodge City Planning Commission conducted a duly advertised public hearing on November 11, 2025 to consider this Zoning Ordinance amendment; and

WHEREAS, upon finding this proposed amendment is consistent with the adopted Comprehensive Plan, the Planning Commission recommends approval of such amendment;

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

SECTION 1: That the 2000 Dodge City Zoning Ordinance (Ordinance No. 3267), Article XXIII.12 Table of Dimensional Requirements, is amended by changing the required side yard building setbacks for single-family dwellings in R-1 Residential Low Density, R-2 Residential Medium Density, and R-3 Residential Higher Density from 6 feet to 5 feet.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIRST DAY OF DECEMBER, 2025.

JEFFREY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: City Commission
From: City Manager, Nick Hernandez
Date: December 1, 2025
Subject: Approval of a purchase agreement with 3J2C Farms LLC
Agenda Item: New Business

Recommendation: Approve the Real Estate Agreement with 3J2C Farms LLC for the purchase of 260 acre-feet of water rights for an amount not to exceed \$975,000.

Background: The City has a long history of trying to identify available water rights for purchase that either are adjacent to the City limits or located within proximity of existing infrastructure. These water rights accomplish both of those needs. Given the close proximity of these rights to our existing south main water line and two other undeveloped water rights the cost is justified.

Included in the purchase is a leaseback provision for the use of the water right by the seller at a rate of \$50 per acre-foot. This arrangement will continue until conversion to municipal use is completed. (conversion is by development and construction of a municipal well) By allowing utilization of the water right the City can recoup a portion of its purchase price over time.

Testing and assessment of the water quality and quantity has been verified by staff and through lab results. The water was additionally tested for PFAS and there are no concerns.

Closing is scheduled for the 5th of December.

Financial Considerations: Funds for the Water Right purchase will come from the Water Fund which currently has cash reserves of \$10 million.

Legal Considerations: The agreement has been reviewed and approved by the City Attorney.

Cite Commission Options:

1. Approve the purchase agreement with 3J2C Farms LLC
2. Reject the Proposal
3. Table for further discussion

Attachments:

Real Estate Sales Contract with 3J2C Farms LLC
Location Map



Existing

Existing

3J2C LLC - 260 AF

November 24, 2025

WATER RIGHT SALE CONTRACT

This Purchase Agreement (“Agreement”) is made and entered into as of this 24 day of November, 2025, by and between the **City of Dodge City**, a municipal corporation organized under the laws of the State of Kansas (“City” or “Buyer”) and **3J2C Farms, LLC**, a Kansas Limited Liability Company with an address at 10905 Wildfire Rd., Minneola, KS 67865 (“Seller”), (collectively, “the Parties”).

RECITALS:

WHEREAS, Seller is the owner of a water right, meaning a vested right or appropriation right under which an owner may lawfully divert and beneficially use water, specifically described and incorporated herein in the attached **Exhibits A** (hereinafter, “Water Right”); and

WHEREAS, the City wishes to acquire the Water Right for municipal use; and

WHEREAS, Seller and the City wish to document the assignment and purchase of the Water Right and to provide for the necessary approval under the Kansas Water Appropriation Act (K.S.A. 82a-701 et seq.) and related regulations of the Kansas Department of Agriculture Division of Water Resources (“DWR”); and

WHEREAS, because the annual volume to be transferred is less than 2,000 acre-feet and the use change will be within the same general local area, the Parties believe that the Kansas Water Transfer Act (“KWTA”, K.S.A. 82a-1501 et seq.) does not apply; and

WHEREAS, the Parties intend to cooperate to apply for any change of use, point of diversion, or place of use required by DWR;

NOW THEREFORE, the Parties hereby agree as follows:

- 1. PURCHASE PRICE:** The Parties hereby agree the purchase price shall be \$3,750 per acre-foot of water right, subject to adjustment based on the final determination of the volume of water rights to be conveyed and successful completion of any other open due diligence. It is the Parties’ understanding that the water right being conveyed by Seller herein is comprised of 260 acre-feet of water rights. Therefore, the Parties agree the purchase price of nine hundred seventy-five thousand dollars (\$975,000) shall be good and sufficient consideration for the transfer of these rights.
- 2. ADJUSTMENT FOR DWR APPROVAL CONDITIONS.** The Parties acknowledge that DWR may impose conditions (metering, monitoring, well plugging, point of diversion modification, etc.) as part of its approval of the change of use. The cost of fulfilling such conditions shall be borne by the City.
- 3. CLOSING.** Closing shall occur on or before **December 5, 2025** or such other date as mutually agreed subject to the satisfaction of all conditions precedent within this Agreement.
- 4. TRANSFER PORTION.** Seller agrees to sell and hereby assigns to the City 100% of the 260 acre-feet of water rights (the “Assigned Portion”)

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to the City as follows:
 - a. Seller is the lawful owner of the Water Right and has full right, title and interest to convey the Assigned Portion free of liens, claims or encumbrances (except those expressly disclosed in writing).
 - b. The Water Right is validly appropriated under Kansas law and is in good standing with the DWR; all required annual water-use reports have been timely filed, and no known administrative or judicial proceeding is pending to revoke/abandon the rights.
 - c. Seller has made available to the City true and complete copies of all documents relating to the Water Right. (ex: permits, certificates, decrees, change-orders, use reports, etc.).
 - d. To Seller's knowledge, the diversion works and place of use for the Water Right are in material compliance with the permit and certificate issued by DWR, and no major violations or unresolved notices of non-compliance exist.
6. **REPRESENTATIONS AND WARRANTIES OF THE CITY.** The City represents and warrants that it is a municipal corporation duly organized under Kansas law, has the power and authority to acquire the Water Right and to make application to DWR for any required change of use, place or diversion, and will undertake such actions in good faith.
7. **CONDITIONS PRECEDENT.** The following are agreed conditions precedent to the effective completion of this Agreement:
 - a. DWR Application. Within 365 days after the Effective Date of this Agreement, the City shall apply to DWR for a Change Application (to change the use from agricultural/irrigation to municipal, and/or the place of use and/or point of diversion if applicable). The form and filing fee shall be submitted by the City.
 - b. Approval or Acceptance. Closing and assignment or conditioned upon (i) DWR issuing written approval (or issuance of a draft Order) authorizing the change of use or other modification required for the Assigned Portion, and (ii) the City's acceptance of any conditions imposed by DWR.
 - c. Due Diligence. The City shall review title, water-right condition, history of use, hydrogeological or regulatory impacts and shall determine whether such review is satisfactory within its sole discretion. In the event the review is unsatisfactory, the City shall not be obligated under this Agreement.
 - d. No KWTA Trigger. The Parties have determined that the KWTA is not triggered by this Agreement because the annual volume is less than 2,000 acre-feet and the place of use/point of diversion change is not more than 35 miles. If at any time KWTA applicability is questioned by DWR or intervenors, the Parties shall negotiate in good faith and may terminate or renegotiate this Agreement.
8. **ASSIGNMENT AND CONVEYANCE.** Upon the Closing Date, Seller hereby assigns, transfers, and conveys to the City the Assigned Portion of the Water Right, together with all rights, title and interest including beneficial use, priority date, and appurtenances thereto. Seller shall execute and deliver to the City such further instruments, documents

November 24, 2025

and causes of action as reasonably requested by the City to effectuate registration or recordation of the assignment and any DWR filings.

9. RECORDING. The City shall record or cause to record the assignment in the appropriate county's Register of Deeds and such recording costs shall be borne by the City.

10. CLOSING PROCEDURES.

- a. Closing Date. The "Closing Date" shall be December 5, 2026 or such other date as mutually agreed when all conditions precedent in this Agreement have been satisfied or waived.
- b. At Closing: Seller will deliver all documents reasonably requested and required to effectuate the closing. The City will deliver the Purchase Price and executed application materials or evidence of filing to DWR.
- c. Closing Costs.
 - i. SELLER'S EXPENSE: All costs of releasing existing loans and recording the releases, preparation of Deed, one-half of closing fees and other expenses stipulated to be paid by Seller under other provisions of the Contact, Seller's own attorney fees.
 - ii. CITY'S EXPENSES: All expenses incident to any funding arrangement for the purchase, one-half of closing fees, recording fees, the City's own attorney fees), and expenses stipulated to be paid by City.

11. EASEMENT FOR WATER WELLS AND WATER LINE: As part of a Closing, Seller would agree to grant the City an easement of at least one (1) acre in area for the purpose of constructing and maintaining water well(s) along with an ingress/egress easement to the well site(s). Additionally, the Seller would grant a twenty (20) foot wide easement for the construction and maintenance of a water line. The precise location of these easements would be determined through the design process conducted by the City or its agents. The Seller acknowledges that the granting of these easements is a condition precedent to the execution of the Purchase and Sale Agreement and is essential for the City's intended use of the Property.

12. RISK OF LOSS; CONDITION OF WATER RIGHT. Until the Closing Date, the Water Right remains with Seller, who bears any risk of loss or impairment and shall maintain any required use-reports and pay any DWR fees. If any event occurs that materially impairs the value or validity of the Water Right between Effective Date and Closing, Seller shall give prompt written notice to the City and the City may elect to terminate this Agreement or adjust the Purchase Price downward to reflect such impairment.

13. INDEMNITIES. Seller shall indemnify and hold harmless the City and its officers, agents, and employees from and against any and all claims, losses, liabilities, costs or expenses including reasonable attorneys' fees arising from (a) breach of any representation or warranty; (b) pre-Closing non-compliance with the Water Right; or (c) undisclosed liens or obligations on the Water Right. The City shall, to the extent allowable by law, hold harmless Seller from and against any and all claims, losses, liabilities, costs or expenses

arising from the City's post-Closing use of the Water Right if such use is outside the scope permitted by DWR or in violation of the change Order, but only to the extent such liability is caused by the City's misuse.

14. REGULATORY COMPLIANCE; CONDITIONS OF USE.

- a. The City acknowledges that upon assignment it will be responsible for all regulatory compliance relating to the Water Right, including annual water-use reports to DWR, installation/maintenance of flow meters, adherence to conditional orders of DWR, and acceptance of any monitoring or conservation measures imposed.
- b. Neither Party guarantees that DWR will approve any requested change in use or place of diversion; and the Parties acknowledge that any such approval may be conditioned on conservation, mitigation, monitoring, or other measures.
- c. If DWR imposes conditions that materially alter the economics of the deal, (e.g., large required metering or pipeline), the Parties agree to negotiate in good faith an adjustment to Purchase Price or termination of the Agreement.
- d. The Water Right may not be abandoned for non-use; Seller must ensure beneficial use continues (or due and sufficient cause exists).

15. NOT SUBJECT TO KWTA. The Parties have determined, based on current information, that the transaction is **not** a "water transfer" subject to the KWTA because the annual quantity is less than 2,000 acre-feet per year and the place of use change is less than 35 miles and therefore the extra procedural requirements of the KWTA are not triggered. If the annual quantity or change-of-use/point-of-diversion is later determined by DWR or a reviewing body to require KWTA compliance, then either Party may (i) renegotiate this Agreement to account for such additional cost/time; or (ii) terminate this Agreement without penalty.

16. ASSIGNMENT OF DOCUMENTS AND RECORDS. Seller shall deliver to the City all records and files in its possession relevant to the Water Right, including historical use reports, meter records, correspondence with DWR, and copies of change-application materials or orders. Seller also agrees to provide reasonable assistance and access to records for the City's due diligence review.

17. CONFIDENTIALITY. The Parties agree that all non-public information exchanged between them relating to the Water Right, the purchase price, and related negotiations shall remain confidential and not be disclosed except (a) as required by law, (b) in connection with obtaining financing, or (c) with the written consent of the other Party.

18. LEASEBACK ARRANGEMENT: The Parties intend that, following the execution of a Purchase Agreement, before development of the water right for municipal use, the City will lease back the water right to Seller for its previous use at a rate of \$50 per acre-foot. This arrangement will continue year-to-year until terminated by notice of the City, provided such a leaseback is permissible under the laws and regulations of the State of Kansas. The

November 24, 2025

termination notice discussed in this paragraph by the City shall be provided by November 1st of the year preceding the year of termination. The amount of water used by Seller pursuant to this agreement shall not exceed the amount of acre-feet allotted by the right transferred herein. Upon conversion to municipal use, Seller shall no longer irrigate the land and shall not irrigate for at least three years after conversion to municipal use. Seller and City may in the future reach an agreement regarding Seller's use of the water right for irrigation purposes if the water right is not converted to municipal use.

19. 1031 LIKE KIND EXCHANGE: Seller and Buyer acknowledge that each party (Seller and Buyer) reserves the right that the transaction contemplated hereunder may be completed as a Tax Free Exchange of Like Kind Property pursuant to 1031 of the Internal Revenue Code of 1986 as amended. Seller and Buyer shall cooperate with one another in effectuating such exchange provided such cooperation shall not impose liability upon the other property, nor require payment of any cost of fees by the other party and such exchange shall not delay the closing. Furthermore, Buyer and Seller shall have the right to pay for or receive the property through an intermediary (1031)

20. MISCELLANEOUS.

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Venue shall be proper only in the Sixteenth Judicial District Court in Ford County, Kansas.
- b. Notice. All notices required or permitted under this Agreement shall be in writing and shall be delivered to the Parties at the addresses listed above (or as later specified in writing) by mail.
- c. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- d. Entire Agreement; Amendment. This Agreement contains the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements, and may be amended only by a written instrument signed by both Parties.
- e. Survival. The representations, warranties, indemnities of Sections 12 and 13 shall survive the Closing for a period of one year or as otherwise permitted by Kansas law.
- f. Waiver. No waiver of any provision hereof shall be effective unless in writing signed by the party against whom the waiver is sought to be enforced.
- g. Severability. If any provision of this Agreement is found invalid, illegal or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

November 24, 2025

- h. Counterparts, Electronic Signatures. This Agreement may be executed in counterparts and by electronic (e-signature) means, each of which shall be deemed an original and all of which together shall constitute one instrument.
- i. Cash Basis Law. Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

ACKNOWLEDGEMENT: The Parties have hereunto set their signatures on this Agreement on the day and date written below.

CITY

SELLER

Signature: _____
Print: _____
Date: _____
Address: _____
Email: _____

Signature: 
Print: Gary Harshbeger
Date: 11-24-25
Address: 12485 110th Minnesota, Ki 67865
Email: gary @ harshbegerenterprises.com



November 24, 2025

EXHIBIT A
(description of water file 27804)

The water rights being contemplated for purchase include:

- File Number: 27804
- Priority Date: 11/22/1976
- Type of Right (irrigation/groundwater/surface): irrigation/groundwater
- Authorized Annual Quantity: 260 acre/feet
- Point(s) of Diversion: 3611 feet north & 4939 feet west of the SE of S14-T27S-R25W
- Place(s) of Use:
 - S14-T27S-R25W NW SW – 32.5 acres
 - S14-T27S-R25W SE NW – 32.5 acres
 - S14-T27S-R25W SW NW – 32.5 acres
 - S14-T27S-R25W NE SW – 32.5 acres
- Current Use: Agricultural (irrigation)
- Legal Description of Land Appurtenant to the Right: S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of S14-T27S-R25W



Memorandum

To: City Commission
From: City Manager, Nick Hernandez
Date: December 1, 2025
Subject: Approval of a purchase agreement with Harshberger Land LLC
Agenda Item: New Business

Recommendation: Approve the Real Estate Agreement with Harshberger Land LLC for the purchase of 574 acre-feet of water rights for an amount not to exceed \$2,152,500.

Background: The City has a long history of trying to identify available water rights for purchase that either are adjacent to the City limits or located within proximity of existing infrastructure. These water rights accomplish both of those needs. Given the close proximity of these rights to our existing south main water line the cost is justified. Additionally, these rights meet the need of our existing industrial partners in the southern portion of our community.

Included in the purchase is a leaseback provision for the use of the water right by the seller at a rate of \$50 per acre-foot. This arrangement will continue until conversion to municipal use is completed. (conversion is by development and construction of a municipal well) By allowing utilization of the water right the City can recoup a portion of its purchase price over time.

Testing and assessment of the water quality and quantity has been verified by staff and through lab results. The water was additionally tested for PFAS and there are no concerns.

Closing is scheduled for the 5th of December.

Financial Considerations: Funds for the Water Right purchase will come from the Water Fund which currently has cash reserves of approximately \$10 million.

Legal Considerations: The agreement has been reviewed and approved by the City Attorney.

Cite Commission Options:

1. Approve the purchase agreement with Harshberger Farms LLC
2. Reject the Proposal
3. Table for further discussion

Attachments:

Real Estate Sales Contract with Harshberger Farms LLC
Location Map



These rights are located directly south of the 3J2C LLC right and directly east of our main southern water line.

November 24, 2025

WATER RIGHT SALE CONTRACT

This Purchase Agreement (“Agreement”) is made and entered into as of this 24 day of November, 2025, by and between the **City of Dodge City**, a municipal corporation organized under the laws of the State of Kansas (“City” or “Buyer”) and **Harshberger Land, LLC**, a Kansas Limited Liability Company with an address at 10905 Wildfire Rd., Minneola, KS 67865 (“Seller”), (collectively, “the Parties”).

RECITALS:

WHEREAS, Seller is the owner of a water right, meaning a vested right or appropriation right under which an owner may lawfully divert and beneficially use water, specifically described and incorporated herein in the attached **Exhibits A** (hereinafter, “Water Right”); and

WHEREAS, the City wishes to acquire the Water Right for municipal use; and

WHEREAS, Seller and the City wish to document the assignment and purchase of the Water Right and to provide for the necessary approval under the Kansas Water Appropriation Act (K.S.A. 82a-701 et seq.) and related regulations of the Kansas Department of Agriculture Division of Water Resources (“DWR”); and

WHEREAS, because the annual volume to be transferred is less than 2,000 acre-feet and the use change will be within the same general local area, the Parties believe that the Kansas Water Transfer Act (“KWTA”, K.S.A. 82a-1501 et seq.) does not apply; and

WHEREAS, the Parties intend to cooperate to apply for any change of use, point of diversion, or place of use required by DWR;

NOW THEREFORE, the Parties hereby agree as follows:

- 1. PURCHASE PRICE:** The Parties hereby agree the purchase price shall be \$3,750 per acre-foot of water right, subject to adjustment based on the final determination of the volume of water rights to be conveyed and successful completion of any other open due diligence. It is the Parties’ understanding that the water right being conveyed by Seller herein is comprised of acre-feet of water rights. Therefore, the Parties agree the purchase price of two million one hundred fifty-two thousand five hundred (\$2,152,500) shall be good and sufficient consideration for the transfer of these rights.
- 2. ADJUSTMENT FOR DWR APPROVAL CONDITIONS.** The Parties acknowledge that DWR may impose conditions (metering, monitoring, well plugging, point of diversion modification, etc.) as part of its approval of the change of use. The cost of fulfilling such conditions shall be borne by the City.
- 3. CLOSING.** Closing shall occur on or before **December 5, 2025** or such other date as mutually agreed subject to the satisfaction of all conditions precedent within this Agreement.
- 4. TRANSFER PORTION.** Seller agrees to sell and hereby assigns to the City 100% of the 574 acre-feet of water rights (the “Assigned Portion”)

November 24, 2025

- 5. REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to the City as follows:
- a. Seller is the lawful owner of the Water Right and has full right, title and interest to convey the Assigned Portion free of liens, claims or encumbrances (except those expressly disclosed in writing).
 - b. The Water Right is validly appropriated under Kansas law and is in good standing with the DWR; all required annual water-use reports have been timely filed, and no known administrative or judicial proceeding is pending to revoke/abandon the rights.
 - c. Seller has made available to the City true and complete copies of all documents relating to the Water Right. (ex: permits, certificates, decrees, change-orders, use reports, etc.).
 - d. To Seller's knowledge, the diversion works and place of use for the Water Right are in material compliance with the permit and certificate issued by DWR, and no major violations or unresolved notices of non-compliance exist.
- 6. REPRESENTATIONS AND WARRANTIES OF THE CITY.** The City represents and warrants that it is a municipal corporation duly organized under Kansas law, has the power and authority to acquire the Water Right and to make application to DWR for any required change of use, place or diversion, and will undertake such actions in good faith.
- 7. CONDITIONS PRECEDENT.** The following are agreed conditions precedent to the effective completion of this Agreement:
- a. DWR Application. Within 365 days after the Effective Date of this Agreement, the City shall apply to DWR for a Change Application (to change the use from agricultural/irrigation to municipal, and/or the place of use and/or point of diversion if applicable). The form and filing fee shall be submitted by the City.
 - b. Approval or Acceptance. Closing and assignment or conditioned upon (i) DWR issuing written approval (or issuance of a draft Order) authorizing the change of use or other modification required for the Assigned Portion, and (ii) the City's acceptance of any conditions imposed by DWR.
 - c. Due Diligence. The City shall review title, water-right condition, history of use, hydrogeological or regulatory impacts and shall determine whether such review is satisfactory within its sole discretion. In the event the review is unsatisfactory, the City shall not be obligated under this Agreement.
 - d. No KWTA Trigger. The Parties have determined that the KWTA is not triggered by this Agreement because the annual volume is less than 2,000 acre-feet and the place of use/point of diversion change is not more than 35 miles. If at any time KWTA applicability is questioned by DWR or intervenors, the Parties shall negotiate in good faith and may terminate or renegotiate this Agreement.
- 8. ASSIGNMENT AND CONVEYANCE.** Upon the Closing Date, Seller hereby assigns, transfers, and conveys to the City the Assigned Portion of the Water Right, together with all rights, title and interest including beneficial use, priority date, and appurtenances thereto. Seller shall execute and deliver to the City such further instruments, documents

November 24, 2025

and causes of action as reasonably requested by the City to effectuate registration or recordation of the assignment and any DWR filings.

9. RECORDING. The City shall record or cause to record the assignment in the appropriate county's Register of Deeds and such recording costs shall be borne by the City.

10. CLOSING PROCEDURES.

- a. Closing Date. The "Closing Date" shall be December 5, 2026 or such other date as mutually agreed when all conditions precedent in this Agreement have been satisfied or waived.
- b. At Closing: Seller will deliver all documents reasonably requested and required to effectuate the closing. The City will deliver the Purchase Price and executed application materials or evidence of filing to DWR.
- c. Closing Costs.
 - i. SELLER'S EXPENSE: All costs of releasing existing loans and recording the releases, preparation of Deed, one-half of closing fees and other expenses stipulated to be paid by Seller under other provisions of the Contract, Seller's own attorney fees.
 - ii. CITY'S EXPENSES: All expenses incident to any funding arrangement for the purchase, one-half of closing fees, recording fees, the City's own attorney fees), and expenses stipulated to be paid by City.

11. EASEMENT FOR WATER WELLS AND WATER LINE: As part of a Closing, Seller would agree to grant the City an easement of at least one (1) acre in area for the purpose of constructing and maintaining water well(s) along with an ingress/egress easement to the well site(s). Additionally, the Seller would grant a twenty (20) foot wide easement for the construction and maintenance of a water line. The precise location of these easements would be determined through the design process conducted by the City or its agents. The Seller acknowledges that the granting of these easements is a condition precedent to the execution of the Purchase and Sale Agreement and is essential for the City's intended use of the Property.

12. RISK OF LOSS; CONDITION OF WATER RIGHT. Until the Closing Date, the Water Right remains with Seller, who bears any risk of loss or impairment and shall maintain any required use-reports and pay any DWR fees. If any event occurs that materially impairs the value or validity of the Water Right between Effective Date and Closing, Seller shall give prompt written notice to the City and the City may elect to terminate this Agreement or adjust the Purchase Price downward to reflect such impairment.

13. INDEMNITIES. Seller shall indemnify and hold harmless the City and its officers, agents, and employees from and against any and all claims, losses, liabilities, costs or expenses including reasonable attorneys' fees arising from (a) breach of any representation or warranty; (b) pre-Closing non-compliance with the Water Right; or (c) undisclosed liens or obligations on the Water Right. The City shall, to the extent allowable by law, hold harmless Seller from and against any and all claims, losses, liabilities, costs or expenses

November 24, 2025

arising from the City's post-Closing use of the Water Right if such use is outside the scope permitted by DWR or in violation of the change Order, but only to the extent such liability is caused by the City's misuse.

14. REGULATORY COMPLIANCE; CONDITIONS OF USE.

- a. The City acknowledges that upon assignment it will be responsible for all regulatory compliance relating to the Water Right, including annual water-use reports to DWR, installation/maintenance of flow meters, adherence to conditional orders of DWR, and acceptance of any monitoring or conservation measures imposed.
- b. Neither Party guarantees that DWR will approve any requested change in use or place of diversion; and the Parties acknowledge that any such approval may be conditioned on conservation, mitigation, monitoring, or other measures.
- c. If DWR imposes conditions that materially alter the economics of the deal, (e.g., large required metering or pipeline), the Parties agree to negotiate in good faith an adjustment to Purchase Price or termination of the Agreement.
- d. The Water Right may not be abandoned for non-use; Seller must ensure beneficial use continues (or due and sufficient cause exists).

15. NOT SUBJECT TO KWTA. The Parties have determined, based on current information, that the transaction is **not** a "water transfer" subject to the KWTA because the annual quantity is less than 2,000 acre-feet per year and the place of use change is less than 35 miles and therefore the extra procedural requirements of the KWTA are not triggered. If the annual quantity or change-of-use/point-of-diversion is later determined by DWR or a reviewing body to require KWTA compliance, then either Party may (i) renegotiate this Agreement to account for such additional cost/time; or (ii) terminate this Agreement without penalty.

16. ASSIGNMENT OF DOCUMENTS AND RECORDS. Seller shall deliver to the City all records and files in its possession relevant to the Water Right, including historical use reports, meter records, correspondence with DWR, and copies of change-application materials or orders. Seller also agrees to provide reasonable assistance and access to records for the City's due diligence review.

17. CONFIDENTIALITY. The Parties agree that all non-public information exchanged between them relating to the Water Right, the purchase price, and related negotiations shall remain confidential and not be disclosed except (a) as required by law, (b) in connection with obtaining financing, or (c) with the written consent of the other Party.

18. LEASEBACK ARRANGEMENT: The Parties intend that, following the execution of a Purchase Agreement, before development of the water right for municipal use, the City will lease back the water right to Seller for its previous use at a rate of \$50 per acre-foot. This arrangement will continue year-to-year until terminated by notice of the City, provided such a leaseback is permissible under the laws and regulations of the State of Kansas. The

November 24, 2025

termination notice discussed in this paragraph by the City shall be provided by November 1st of the year preceding the year of termination. The amount of water used by Seller pursuant to this agreement shall not exceed the amount of acre-feet allotted by the right transferred herein. Upon conversion to municipal use, Seller shall no longer irrigate the land and shall not irrigate for at least three years after conversion to municipal use. Seller and City may in the future reach an agreement regarding Seller's use of the water right for irrigation purposes if the water right is not converted to municipal use.

19. 1031 LIKE KIND EXCHANGE: Seller and Buyer acknowledge that each party (Seller and Buyer) reserves the right that the transaction contemplated hereunder may be completed as a Tax Free Exchange of Like Kind Property pursuant to 1031 of the Internal Revenue Code of 1986 as amended. Seller and Buyer shall cooperate with one another in effectuating such exchange provided such cooperation shall not impose liability upon the other property, nor require payment of any cost of fees by the other party and such exchange shall not delay the closing. Furthermore, Buyer and Seller shall have the right to pay for or receive the property through an intermediary (1031).

20. MISCELLANEOUS.

- a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Venue shall be proper only in the Sixteenth Judicial District Court in Ford County, Kansas.
- b. Notice. All notices required or permitted under this Agreement shall be in writing and shall be delivered to the Parties at the addresses listed above (or as later specified in writing) by mail.
- c. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- d. Entire Agreement; Amendment. This Agreement contains the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements, and may be amended only by a written instrument signed by both Parties.
- e. Survival. The representations, warranties, indemnities of Sections 12 and 13 shall survive the Closing for a period of one year or as otherwise permitted by Kansas law.
- f. Waiver. No waiver of any provision hereof shall be effective unless in writing signed by the party against whom the waiver is sought to be enforced.
- g. Severability. If any provision of this Agreement is found invalid, illegal or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

November 24, 2025

- h. Counterparts, Electronic Signatures. This Agreement may be executed in counterparts and by electronic (e-signature) means, each of which shall be deemed an original and all of which together shall constitute one instrument.
- i. Cash Basis Law. Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

ACKNOWLEDGEMENT: The Parties have hereunto set their signatures on this Agreement on the day and date written below.

CITY

Signature: _____
Print: _____
Date: _____
Address: _____
Email: _____

SELLER

Signature: 
Print: Gary Harshberger
Date: 11-24-25
Address: 12485 110 Rd, Nevada, Ks 67865
Email: gary@harshbergerantelias.com

November 24, 2025

EXHIBIT A
(description of water file 12709 & 24987)

The water rights being contemplated for purchase include:

- File Number: 12709
- Priority Date: 02/08/1967
- Type of Right (irrigation/groundwater/surface): irrigation/groundwater
- Authorized Annual Quantity: 314 acre/feet
- Point(s) of Diversion:
 - PD Active: 1; Feet North: 2661; Feet West: 1293
- Place(s) of Use:
 - Southeast Quarter of 23-27S-25W
- Current Use: Agricultural (irrigation)
- Legal Description of Land Appurtenant to the Right
 - 23-27S-25W NW NE

- File Number: 24987
- Priority Date: 11/26/1975
- Type of Right (irrigation/groundwater/surface): irrigation/groundwater
- Authorized Annual Quantity: 260 acre/feet
- Point(s) of Diversion:
 - PD Active 1; Feet North: 3960; Feet West 1323
- Place(s) of Use:
 - NE of 23-27-25
- Current Use: Agricultural (irrigation)
- Legal Description of Land Appurtenant to the Right:
 - 23-27S-25W NE NE



Memorandum

To: Dodge City Commission
From: Kevin Israel, Director of Construction and Facilities
Date: 12-1-2025
Subject: Approval of bulk fuel purchase allowance

Recommendation: Staff recommend approval of the purchase of bulk fuel for City operations in an amount not to exceed \$40,000, and authorize the City Manager to approve future bulk fuel purchases as needed, provided they are within the approved budget and procurement policies.

Background: The City requires a steady supply of fuel to operate essential services. Purchasing fuel in bulk helps secure competitive pricing and ensures reliable availability. Providing the City Manager with authority to approve future bulk fuel purchases allows staff to respond quickly to operational needs while staying within the approved budget and procurement policies.

Financial Considerations: General Fund

Purpose/Mission: This purchase is necessary to maintain operation of essential services and aligns with the City core purpose and core values.

Legal Considerations: none

Attachments: none