



## CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, March 16, 2026

7:00 p.m.

MEETING # 5336

### CALL TO ORDER

### ROLL CALL

**INVOCATION BY** Pastor Josh Smith, Cross Connections Church

### 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 City Commission Meeting Minutes, March 2, 2026
2. Appropriation, Ordinance No.6, March 16, 2026
3. Cereal Malt Beverage License:
  - a. Corner Market, 609 S 2<sup>nd</sup> Avenue.
  - b. Corner Market, 2919 Trail Street.
  - c. Helen's Gifts, Outdoors & Pawn, 706 3<sup>rd</sup> Avenue.  
(On file in clerks office)
4. Approval of Contract for Water Service for 11126 Kliesen Street.
5. Approval of Contract for Sewer Service for 11126 Kliesen Street.

### ORDINANCES & RESOLUTIONS

**Resolution No. 2026-04:** A Resolution Establishing Fees and Rates for Water Utility Services for the City of Dodge City. Report by Nicole May, Finance Director.

**Resolution No. 2026-05:** A Resolution Establishing Fees and Rates for Sanitary Sewer Service for the City of Dodge City. Report by Nicole May, Finance Director.

**Resolution No. 2026-06:** A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City. Report by Nicole May, Finance Director.

**Resolution No. 2026-07:** A Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City. Report Nicole May, Finance Director.

### **UNFINISHED BUSINESSES**

### **NEW BUSINESS**

1. Approve Change Order #2 for the Levee Improvements (Erosion Repairs) Project with MJE, LLC. Report by Ray Slattery, Director of City Engineer.
2. Approve the Plat for Garcia Gardens Addition. Report by Nathan Littrell, Planning and Zoning Administrator.
3. Approve the Plat for Holiday Addition. Report by Nathan Littrell, Planning and Zoning Administrator.
4. Approve Change Order # 3 to Fill the Void and Complete Additional Compaction Grouting Due to the Anaerobic #4 Failure. Report by Ray Slattery, Director of City Engineer.

### **OTHER BUSINESS**

### **STAFF REPORTS**

### **ADJOURNMENT**



## CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers  
806 N 2nd Avenue  
Dodge City, KS  
Monday, March 2, 2026  
7:00 p.m.  
MEETING # 5335

### CALL TO ORDER

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

**INVOCATION BY** Pastor Josh Smith, Cross Connections Church

### PLEDGE OF ALLEGIANCE

**APPROVAL OF AGENDA** Mayor Daniel Pogue moved to amend the agenda and add Resolution No. 2026-03. Commissioner Michael Burns made a motion to approve the agenda as amended. 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 City Commission Meeting Minutes, February 16, 2026
2. Appropriation, Ordinance No.5, March 2, 2026
3. Cereal Malt Beverage License:
  - a. Playa Dorada, 307 Military Avenue.
  - b. Quick Pic. Inc, 2501 Central Avenue(Applications on file in city clerk's office)
4. Approval of quote for the replacement of a broken 16" valve at Comanche Street and 4<sup>th</sup> Avenue.
5. Approve payment for temporary construction easements and right-of-way for Red Demon Drive construction.

Commissioner Chuck Taylor made a motion to approve the consent calendar as presented. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

### **ORDINANCES & RESOLUTIONS**

**Resolution No. 2026-03:** A Resolution amending Resolution No. 2023-15 for the purpose of appointing the Main Street Director as an Ex-Officio Member of the Cultural Relations Advisory Board and the associated 2026 Crab Bylaws were approved on a motion by Commissioner Jeff Reinert. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

### **UNFINISHED BUSINESSES**

#### **NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the bid from Van-Wall Equipment, Inc. in the amount of \$29,475 for the purchase of a Turfco Manufacturing 1550 Widespin Top Dresser and a Turflite True Surface Vibe-V Greens Roller for Marian Hills Golf Course. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.
2. Commissioner Jeff Reinert made a motion to approve the bid from Clear Creek Golf Car, Inc. in the amount of \$60,320 for the purchase of ten (10) Club Car Golf Cars for Mariah Hills Golf Course. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
3. Commissioner Michael Burns moved to approve the bid from Stipe & Seal, LLC in the amount of \$125,000 to apply 70,000 lbs of large crack seal material and 45,000 lbs of small crack material to asphalt city streets as a preventive maintenance measure. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
4. Commissioner Michael Burns moved to approve the bid from Vance Brothers, LLC in the amount of \$475,000 for asphalt street chip seal and to apply chip seal to 140,000 square yards on city street asphalt pavement. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.
5. Commissioner Chuck Taylor moved to approve the bid from Building Solutions in the amount of \$2,182,979.50 for the 2026 City Street Reconstruction. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

**OTHER BUSINESS**

**STAFF REPORTS**

**EXECUTIVE SESSION**

At 7:31 pm Commissioner Michael Burns made a motion that the City Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b) (2), justification for closing the meeting is to consult with an attorney on matters deemed privileged in an attorney/client relationship. The open meeting will resume in the city commissioner chambers in 30 minutes at 8:48 pm. The meeting will include the Commissioners, Daniel Pogue, Rick Sowers, Michael Burns, Jeff Reinert, Chuck Taylor, City Manager Nick Hernandez and City Attorney Paige Gilmore, City Engineers Ray Slattery and Tanner Rutschman. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

**ADJOURNMENT**

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Chuck Taylor 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:** March 16, 2026  
**Subject:** Contract for Water Service for 11126 Kliesen St.  
**Agenda Item:** Consent Calendar

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**Purpose:** Allow property in the County to be connected to City Utilities.

**Recommendation:** Approve Contract for Water Service.

**Background:** The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Imelda Cazarez De Barragan and Modesto Prieto are converting the building at 11126 Kliesen St. into a church. Ford County is requiring the owners to obtain water service from the City prior to accepting an application for a Conditional Use permit. The water service will be from the City's line on along US 50/Kliesen St. By allowing this service, the owners will not need to drill a domestic water well, which can be a pollution source or use up to 25 ac-ft of water near an existing water well. This site is just over a half mile from Well #17. Also, the church expects over 100 attendees, this would classify the facility as needing a public water supply.

**City Commission Options:**

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

**Financial Considerations:** There is no expense to the City at this time. The owners will be responsible for the \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A

Fund:

Budgeted Expense       Grant       Bonds       Other

**Legal Considerations:** None

**Mission/Values:** This project aligns with the City's Core Value of Safety.

**Attachments:** Contract for Water Service

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, PE, Dir. of Engineering Services**

## AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and Imelda Cazarez De Barragan and Modesto Prieto , hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

### Exhibit A

More commonly known as 11126 Kliesen St.; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City’s present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public water system at such point or location. Should the City elect not to extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City’s ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City’s ability to provide such public water services.

## Contract for Water Service

Page 2

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ TBD which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with the \$2,500.00 (Residential)/\$3,750.00 (Commercial) connection and all filing fees shall be paid once installation is complete and prior to the water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

### SPECIAL CONDITIONS:

All other water sources need to be disconnected to prevent cross contamination.

**Contract for Water Service**

Page 3

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
Daniel Pogue, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Daniel Pogue**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Connie Marquez, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

**Contract for Water Service**

Page 4

By Imelda Cazarez de B.  
(Owner Signature)

\_\_\_\_\_  
(Owner Signature)

Imelda Cazarez de B.  
(Printed Owner Name)

\_\_\_\_\_  
(Printed Owner Name)

DATED this 27<sup>th</sup> day of February, 2026.

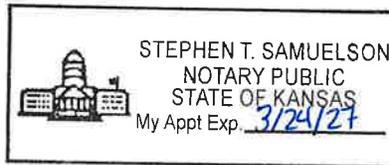
STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 27<sup>th</sup> day of February, A.D. 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Imelda Cazarez-Debaragan Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Stephen T. Samuelson  
\_\_\_\_\_  
Notary Public Stephen T. Samuelson

My Appointment Expires: 3/24/27



**EXHIBIT A**

Lot Eight (8), EXCEPT the West 110 feet thereof and all of Lot Seven (7), In Block Fourteen (14), in Kliesen Subdivision in the West Half of Section Thirteen (13), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas. According to the Plat recorded in Book "C", Pages 66-70 inclusive.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering  
**Date:** March 16, 2026  
**Subject:** Contract for Sewer Service for 11126 Kliesen St.  
**Agenda Item:** Consent Calendar

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**Purpose:** Allow property in the County to be connected to City Utilities.

**Recommendation:** Approve Contract for Sewer Service.

**Background:** The City has allowed County Residents/Business/Property Owners located adjacent to a City sewer line to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Imelda Cazarez De Barragan and Modesto Prieto are converting the building at 11126 Kliesen St. into a church. Ford County is requiring the owners to obtain sewer service from the City prior to accepting an application for a Conditional Use permit. The sewer service will be from the City's gravity sewer line located in the rear yard of 2808 Anna Ave. With over 100 attendees expected, the current septic system is not adequate for this level of use. By allowing this service, the owners will not need to install a large septic system and leach field. From an environmental health standpoint, it is significantly safer and more protective of public health for the owners to connect to the City's sanitary sewer rather than attempt to upgrade or expand private wastewater treatment on-site.

**City Commission Options:**

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

**Financial Considerations:** There is no expense to the City at this time. The owners will be responsible for the \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A

Fund:

Budgeted Expense       Grant       Bonds       Other

**Legal Considerations:** None

**Mission/Values:** This project aligns with the City's Core Value of Safety.

**Attachments:** Contract for Sewer Service

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, PE, Dir. of Engineering Services**

## CONTRACT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and Imelda Cazarez De Barragan and Modesto Prieto , hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

### **Exhibit A**

More commonly known as 11126 Kliesen St; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal sewer services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public sewer service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such sewer service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City sewer system at its present location, or, that it will install, construct and maintain an extension of the City’s present public sewer system to a point selected by the City and allow the Owners to access such public sewer extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public sewer service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public sewer system at such point or location. Should the City elect not the extend the sewer main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the sewer lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City’s ability to provide public sewer service is regulated by certain state agencies which have the legal right to regulate and restrict the City’s ability to provide such public sewer services.

## Contract for Sewer Service

Page 2

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public sewer service as established by this agreement by attaching to such sewer lines which the Owners may install for service to the premises.

Owners further agree that they will pay public sewer rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate sewer services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City sewer system is to be extended that all costs associated with such extension of said public sewer system to provide such sewer service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such sewer service is approximately, \$ TBD which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with the \$2,500.00 (Residential)/\$3,750.00 (Commercial) connection and all filing fees shall be paid once installation is complete and prior to the City accepting any flow via the sewer service.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction, and continuing maintenance of the Owner's private sewer service line from the point of connection at the City's sewer main line to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

### SPECIAL CONDITIONS:

The Owner must disconnect their septic tank from the sanitary sewer to be connected to the City's sanitary sewer. The Owner is to connect to sanitary sewer via a manhole drop, per the Reliner/Duran Inc., Inside Drop Bowl. In the future when a gravity sewer line is installed/extended east from the manhole in the back yard of 2808 Anna Ave., the Owners will be required to have a standard sewer tap installed in the line extension and remove the MH drop and plug the hole through the concrete manhole.

**Contract for Sewer Service**

Page 3

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
Daniel Pogue, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Daniel Pogue**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Connie Marquez, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

**Contract for Sewer Service**

Page 4

By Imelda Cazarez de S  
(Owner Signature)

\_\_\_\_\_  
(Owner Signature)

Imelda Cazarez de S  
(Printed Owner Name & Title)

\_\_\_\_\_  
(Printed Owner Name & Title)

DATED this 27th day of February, 2026.

STATE OF KANSAS, FORD COUNTY, ss:

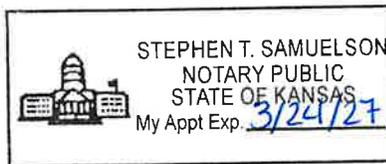
BE IT REMEMBERED, that on this 27th day of February, A.D. 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Imelda Cazarez-Debarragan  
Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Stephen T. Samuelson  
Notary Public Stephen T. Samuelson

My Appointment Expires: 3/24/27



**EXHIBIT A**

Lot Eight (8), EXCEPT the West 110 feet thereof and all of Lot Seven (7), In Block Fourteen (14), in Kliesen Subdivision in the West Half of Section Thirteen (13), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas. According to the Plat recorded in Book "C", Pages 66-70 inclusive.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** March 11, 2026

**Subject:** Utility Rates

**Agenda Item:** Ordinances and Resolutions

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**Recommendation:** I recommend the approval of: Resolution No. 2026-04, setting fees for the water utility; Resolution No. 2026-05, setting fees for the sanitary sewer services; Resolution No. 2026-06, setting fees for solid waste collection; and Resolution No. 2026-07, setting fees for the storm water utility service for the City of Dodge City.

**Background:** In March of 1992, the City Commission adopted Ordinance No. 2997 that sets forth an annual review of utility rates. Rates for utility service are set by the City Commission through adoption of the appropriate ordinance. City Code requires the commission to review rates annually to ensure adequate income is received to cover operational maintenance, capital and debt requirements. At a minimum, the rates for each utility shall be adjusted by the amount of increase in the Consumer Price Index for all Urban Consumers (CPI-U). The CPI-U is tabulated by the Bureau of Labor Statistics. Information obtained indicates that the 5-year average for the CPI-U for water, sewer, and trash collection services for the year 2025 was 4.33%. From this figure, the City of Dodge City will base their increase for water, wastewater, solid waste services and stormwater for 2025. All rates and base fees will be increased by 4.68%. Both the Resolution establishing rates for water and the Resolution establishing rates for sanitary sewer include a section that allows the City to charge one and one half the rate for service outside the city limits.

All fees including Industrial fees have been increased for the sanitary sewer fund. This will include the negotiated rates charged to National Beef, Nor-Am, Mid-America Washout and Hilmar.

**Justification:** The fee increases are part of an annual review of the fees to ensure adequate income is received to cover the costs of operation, capital and debt.

**Financial Considerations:** As the operational costs increase, the fees will keep pace to cover the costs of operations, debt payments and capital costs. We continue to make sure the wastewater revenues are adequate to cover future bond payments.

**Purpose/Mission:** Allowing continued and on-going improvements to the City's utility infrastructure.

**Legal Considerations:** None

**Attachments:** Rate Comparison and Resolutions

**RESOLUTION NO. 2026-04**

**A RESOLUTION ESTABLISHING FEES AND RATES FOR WATER UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

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WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide water utility service to its citizens; and

WHEREAS, it is necessary for each and every resident using the water utility of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

WHEREAS, Chapter 15, Article I, Section 123 requires the rates for water usage by all residents of the City to be set annually by Commission Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Water Utility Service in Dodge City.

**Section 1:** REPEAL: Resolution 2025-10; adopted on the 17th day of March, 2025, is hereby repealed.

**Section 3:** RATES ESTABLISHED:

A. Fees for residents within the corporate limits of the City of Dodge City:

New Service Connection Fee	\$26.00
New service connection fee	\$52.00
After normal business hours, Saturdays, Sundays and Holidays	
Monthly Base Fee	\$ 11.17
Cost per thousand Gallons water	\$ 2.99
Kansas Water Protection fee	
Per thousand gallons water	\$ .032
Sales Tax for Commercial Accounts	
No Sales Tax on Residential Service	

B. Fees for properties outside the corporate limits of the City of Dodge City:

Residential Property Connection fee	\$2,500.00 per connection
Commercial Property Connection fee	\$3,750.00 per connection
Monthly Base Fee	\$ 16.76
Cost per thousand Gallons water	\$ 4.49

Kansas Water Protection fee  
Per thousand gallons water                      \$ .032

Sales Tax for Commercial Accounts  
No Sales Tax on Residential Service

A Service fee will also be charged based upon the actual cost the City incurred in the installation of the individual sanitary service to the property.

- C. Fees for the residents within the service area of the City of Wright shall be the same as those listed above, plus any additional fees that were established when the City of Wright was originally provided with water service through the City of Dodge City's Water Utility.
- D. Fees will be one and one half times outside the corporate limits of Dodge City or the area serviced by the Wright Improvement District.

**Section 4:** LATE FEE: All bills for utility services furnished by the City are payable as specified under Chapter 15, Article I, Section 124. Failure to pay the total utility bill on the required date will result in a charge equal to 10% of the bill.

**Section 5:** DELINQUENCY FEE: a delinquency fee of \$40.00 will be charged to the past due account if not paid by the reminder due date

**Section 6:** RESTORATION OF SERVICE AFTER DISCONTINUANCE: Should the utility services be discontinued for being delinquent as outlined in Chapter 15, Article 1, Section 127, service shall be restored upon the payment of all rates, charges, penalties, and delinquency fees due. An additional charge for restoring service on Saturdays, Sundays and holidays is \$15.00.

**Section 7:** A fee of \$25.00 shall be charged to shut off water service for repair.

**Section 8:** New utility service applications will be required to provide a current signed and dated lease agreement prior to utility service being granted. The lease agreement will have the current lessee's name that is applying for utility service plus the landlord's name, address and phone number. The lease agreement shall be signed by both parties with current dates. Copies of the lease agreement will be required. If the applicant is delinquent for prior utility services, all delinquent accounts shall be paid and current before utility services is granted.

**Section 9:** EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2026 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, this  
16th day of March, 2026.

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Mayor

ATTEST:

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Connie Marquez, City Clerk

**RESOLUTION NO. 2026-05**

**A RESOLUTION ESTABLISHING FEES AND RATES FOR SANITARY SEWER SERVICE FOR THE CITY OF DODGE CITY.**

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WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plant construction, operation and maintenance, and replacement costs.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City.

**Section 1:** REPEAL: Resolution 2025-11 adopted on the 17th day of March, 2025 is hereby repealed.

**Section 2:** SEWER USE FEES:

Sewer user fees pay for the cost of collection and treatment of wastewater, for operation and maintenance of the wastewater collection and treatment system and for the cost of replacement of components of the system shall be established, as set forth herein below:

2.1 Residential Customers

Monthly Service charge	\$22.46
Monthly volume charge per 1,000 gallons	\$3.04

2.2 Mobile Home Parks served by master meter (s)

Monthly service charge	\$22.46
Master meter monthly accumulative reading, Q, multiplied by \$2.67 per 1,000 gallons	A= (Q) (3.04) (1000)
Total Bill =	T= \$22.46 + A

2.3 Commercial Customers with wastewater having strengths not exceeding 300 mg/1 of five day biological oxygen demand (BOD) or 700 mg/1 of total dissolved solids (TDS) per day:

Monthly service charge	\$22.46
Monthly volume charge per 1,000 gallons	\$3.04

2.4 Industrial Customers and Commercial Customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove but not using the City sewer system:

Monthly service charge	\$22.46
Monthly volume charge per 1,000 gallons	\$3.04
Monthly 5 day BOD charge per lb.	\$0.1580
Monthly TDS charge, per lb.	\$0.0974

2.5 Industrial Customers and Commercial customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove and who use the City sewer system shall pay both a monthly service charge, and a monthly volume and strength charge as specified:

Monthly service charge	\$22.46
Monthly volume charge	\$3.04
Monthly 5 day BOD charge per lb.	\$0.1580
Monthly TDS charge, per lb.	\$0.0974

The calculation of the strength charges for BOD and TDS shall be made as follows:

$$SBOD = V_s \times 8.34 \times CBOD \times BOD$$

$$STDS = V_s \times 8.34 \times CTDS \times TDS$$

$$ST = SBOD + STDS$$

Where:

SBOD shall be the strength charge attributable to 5 day biochemical demand

STDS shall be the strength charge attributable to the Total Dissolved Solids

$V_s$  shall be the wastewater volume in million gallons

8.34 shall be the weight of water, pounds per gallon

CBOD shall be the unit charge for 5 day Biochemical Oxygen Demand in dollars per pound

CTDS shall be the unit charge for Total Dissolved Solids in dollars per pound

BOD shall mean five day BOD in mg/l

TDS shall mean Total Dissolved Solids in mg/l

- 2.6 National Beef, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,692.28 per million gallons
BOD <sub>5</sub> > 2,889,866 lbs. per month	\$0.0437 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0437 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0437 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0437 per pound above parameter

- 2.7 Mid-America Washout, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater than may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 50,000 gallons of wastewater.

Volume charge if flow <= 1.5 million gallons per month	\$2,202.22 per million gallons
Volume charge if flow >1.5 million gallons per month	\$3,303.32 per million gallons
BOD > 25,020 lbs. per month	\$ 0.0781 per pound above parameter
TSS > 20,016 lbs. per month	\$ 0.0781 per pound above parameter
TDS > 13,448 lbs. per month	\$ 0.0781 per pound above parameter

- 2.8 Nor-Am Logistics South, LLC, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,692.28 per million gallons
BOD <sub>5</sub> > 2,889,866 lbs. per month	\$0.0437 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0437 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0437 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0437 per pound above parameter

2.9 Hilmar Inc., which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 1.5 million gallons of wastewater.

Volume charge if flow <= 45 million gallons per month	\$3,276.38 per million gallons
Volume charge if flow > 45 million gallons per month	\$3,549.41 per million gallons
BOD <sub>5</sub> > 1,650,000 lbs. per month	\$0.0524 per pound above parameter
TDS > 980,000 lbs. per month	\$0.0524 per pound above parameter
O & G > 350,000 lbs. per month	\$0.0524 per pound above parameter
Sodium > 137,000 lbs. per month	\$0.0524 per pound above parameter
Chlorides > 141,500 lbs. per month	\$0.0524 per pound above parameter

3.0 Fees for properties outside the corporate limits of the City of Dodge City.

Residential Property Connection fee	\$2,500.00 per connection
Commercial Property Connection fee	\$3,750.00 per connection
Monthly Service charge	\$33.69
Monthly volume charge per 1,000 gallons	\$4.56

A Service fee will also be charged based upon the actual cost the City incurred in the installation of the individual sanitary service to the property.

### 3.1 OTHER TYPES OF CONTRIBUTORS

Any person desiring to use the wastewater treatment system by transporting liquid matter to said system by a means other than through the sewer system may do so if the quantity, quality, type, and character of the liquid waste to be deposited in the system is of a type permitted under the laws of the City, and consists solely of organic or biodegradable waste from septic tanks and cesspools.

Such fees shall be based on two factors, a flat fee designed to pay for testing and the cost of administration and billing and a volume charge.

To simplify the administration and accounting for the material dumped, the volume charge will be based on the total volume of the tank used, rather than a measurement of the actual volume of material in the tank. The OMI staff has the right to measure any tank to determine the volume if there is any question about the reported volume.

The septage disposal fee shall be as follows:

Flat fee for administration and testing	\$49.87
Volume charge	\$ 0.2137 per gallon

4.0 EXTRA MONITORING FOR HIGH STRENGTH WASTES

When regulations require monitoring of wastewater from any user, whether for extra strength or for high discharges, that user shall pay a monitoring charge consisting of all costs for personnel, materials and equipment necessary to collect and analyze samples of the wastewater and shall also pay an additional administrative charge of 10% of the cost of collection and analysis.

5.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2026 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 16th day of March, 2026.

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Mayor

ATTEST:

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Connie Marquez, City Clerk

## RESOLUTION NO. 2026-06

### A RESOLUTION ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICE IN THE CITY OF DODGE CITY

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WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, such Solid Waste Collection services includes both scheduled and non-scheduled garbage, refuse and trash pickup and disposal, and;

WHEREAS, because of current Ford County Landfill regulations, yard waste must be separated from municipal solid waste, now requiring the City to make separate collections, and;

WHEREAS, it is necessary for each and every citizen of the City of Dodge City to pay a fair and equitable share of the cost of this Solid Waste Collection Service.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas:

**Section 1:** REPEAL: Resolution 2025-12; adopted on the 17th day of March, 2025, is hereby repealed.

**Section 2:** SERVICE TO DWELLINGS:

2.1 Dwellings shall include all single family residences, duplexes, or two family dwellings. Fees for dwellings shall be \$23.24 per month per dwelling.

2.2 Multiple family dwellings shall be all residential buildings, except hotels or motels, having three (3) or more separate living units. Fees for multiple family dwellings shall be \$23.24 for the first dwelling unit and \$15.68 for each additional dwelling unit.

2.3 Special fees. In addition to the base rates provided herein above, special fees shall be charged in those cases where the Sanitation Department personnel shall be required to collect such items as refrigerators, stoves, furniture, etc., and large accumulations of trash or metal. In addition, trash placed by either the poly-kart or dumpster will also be subject to an additional charge.

2.4 Commercial rate. The commercial rate will apply to landlords, contractors, or any other type of business that would require pick up of large accumulations of trash. Fees for commercial poly kart will be \$23.24 and for commercial dumpster will be \$46.48 for one pickup per week and \$46.48 for each additional pickup per week.

Special fees for some items are as follows:

<b>ITEM</b>	<b>FEE</b>
Refrigerators	\$5.00 plus any fee for disposal of compressor or refrigerant
Freezers	\$5.00 plus any fee for disposal of compressor or refrigerant
Air Conditioners	\$5.00 plus any fee for disposal of compressor or refrigerant
Stoves, dishwashers or other white goods	\$5.00 per item
Metal goods	\$5.00 per item
Furniture, mattresses, carpet, or other large household items	\$5.00 per item
Bagged or loose trash not in poly-kart or dumpster	\$2.50 per bag
Should there be more than three (3) items placed at curb for special pickup, these items will be considered as a bulky accumulation and subject to that charge.	
Trees and other large brush accumulations and other bulky large accumulations	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Tree piles and other bulky items picked up by hand. (Alley Cleanup or Curbside)	Minimum \$12.50 up to 30 minutes additional \$25.00 for over 30 minutes. Landfill fees could also apply in some situations.
Late Pickup	A \$5.00 charge for pickup of items and karts not placed at the curb on the scheduled pick up day.
Roll Off Containers (residential use)	\$50.00 set fee plus landfill charges. Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
<b>Commercial Rates as follows:</b>	
Roll Off Containers (commercial use)	\$100.00 set fee plus landfill charges Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
Large accumulations of brush, loose or bagged household trash, and other bulky large accumulations	\$40.00 per load plus \$25.00 per hour plus landfill fees
Special Cleanup Fee	\$100.00 per hour equipment fee plus \$25.00 per hour staff fee plus landfill charges and any other costs associated to the cleanup

**Section 3.** SERVICE TO HOME OCCUPATIONS

Home occupations and similar activities, but not including child care facilities shall pay \$23.24 per month fee for the residence and shall also pay an additional \$23.24 per month fee for service to the home occupation.

**Section 4.** SPECIAL CONDITIONS

Any special conditions not included in the above rate schedule shall be determined by the Director of Public Works, subject to the approval of the Governing Body.

**Section 5.** DOWNTOWN SANITATION DISTRICT #1

Downtown Sanitation District #1 is defined as all commercial and or residential dwellings between the streets of 3<sup>rd</sup> Ave and Central Ave between Wyatt Earp Blvd. and Vine Streets. Any occupant of a commercial or residential dwelling that cannot provide proof of Solid Waste Collection services by any sanitation service provider whether commercial or residential shall be placed on the City of Dodge City Solid Waste Collection services. The occupant shall pay \$23.24 per month per dwelling.

**Section 6.** YARD WASTE

As the Ford County Landfill requires that all yard wastes be separated from solid waste and that all yard waste cannot be bagged, the City of Dodge City requires all residents desiring to have their yard waste disposed of by the City shall rent a container, provided by the City, for a cost of \$3.64 per month. Residents may dispose of yard waste by bagging the waste. Bags may not weigh more than 40 lbs. when full. Crews will pick up the bags for \$1.00 per bag.

**Section 7.** RECYCLING FEE

A fee of \$3.14 per month will be charged to all utility customers, business and residential, for recycling and the handling and disposing of household hazardous wastes.

**Section 8.** EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2026 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 16th day of March, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

**RESOLUTION NO. 2026-07**

**A RESOLUTION ESTABLISHING FEES AND RATES FOR STORM WATER  
UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

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WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Storm Water Utility Service to its citizens; and

WHEREAS, it is necessary for each and every resident of the City of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Storm Water Utility Service in Dodge City.

**Section 1:** REPEAL: Resolution 2025-13; adopted on the 17th day of March, 2025, is hereby repealed.

**Section 2:** RATES ESTABLISHED:

All properties are assessed \$1.71 per Drainage Unit per month. A Drainage Unit Has been established by Charter Ordinance No. 33.

**Section 3.** EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2026 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 16th day of March, 2026.

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Mayor

ATTEST:

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Connie Marquez, City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Ray Slattery, PE, Director of Engineering Services

**Date:** March 16, 2026

**Subject:** Approve Change Order (CO) #2 for the Levee Improvements (Erosion Repairs) Project with MJE, SD 2001

**Agenda Item:** New Business

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**Purpose:** CO#2 will repair the erosion at the 3<sup>rd</sup> Ave. drain outfall to the river.

**Recommendation:** Approve CO#2 from MJE, LLC. to regrade, stabilize and place rip rap at the 3<sup>rd</sup> Ave. outfall to the river as part of the Levee Improvements in the amount of \$117,800.00.

**Background:** In April of 2024 the City approved the bid from MJE to complete the Levee Improvements, repairing the erosion and armoring the drainage outfalls. MJE completed the project per plan. However, the Articulated Concrete Blocks (ACBs) did not dissipate enough energy from the water leaving the 3<sup>rd</sup> Ave. drain to prevent erosion of the outfall channel. Staff worked with our consultant, Wilson & Co. and MJE on a repair method for the erosion at the end of the ACBs of the outfall. The plan is to fill and regrade the eroded area with the material downstream of the out fall, construct a toe wall of large rip rap and flowable fill at the end of the ACBs, and then install 350 tons of D-50 12"-18" (large size) rip rap, 18" thick and 55' wide and 60' long to create a spillway. The rip rap spillway should slow the water and provide protection to prevent future erosion from the outfall to the main river channel. The rip rap and flowable fill toe wall will prevent undermining of the ACBs.

The work associated with CO#2 is necessary to complete the accreditation of the Levee System. There are funds available in the 2023 General Obligation Bond for this Change Order.

**City Commission Options:**

1. Approve CO #2
2. Reject CO#2
3. Table for further discussion

**Financial Considerations:** CO#2 is \$117,800.00. Funds for this project were included in the 2023 General Obligation Bond issuance.

Amount \$: \$117,800.00

Fund: 46630300 - 442010

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving this CO#2 from MJE, LLC the Contract with MJE, LLC will be amended, and the City will be responsible to make payments to MJE, LLC for the work completed with CO#2.

**Mission/Values:** This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

**Attachments:** Change Order #2

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, PE, Dir. of Engineering Services**

# CITY OF DODGE CITY

## Change Order

CONTRACT FOR: Dodge City Levee Improvements: Erosion Repair

PROJECT NUMBER: SD 2001

CONTRACTOR: MJE

REQUEST NUMBER: 2

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR <span style="color: red;">UNDERRUN</span>	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Earth Work	LS	0	1	1		\$ 19,500.00	\$ 19,500.00
Place D50 12" - 18" Rip Rap Toe Wall	Ton	0	110	110		\$ 200.00	\$ 22,000.00
Flowable Fill for Toe Wall	CY	0	30	30		\$ 210.00	\$ 6,300.00
Place D50 12" - 18" Rip Rap, 18" Spillway	Ton	0	350	350		\$ 200.00	\$ 70,000.00
<b>NET INCREASE</b>							<b>\$ 117,800.00</b>

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

\_\_\_\_\_  
Ray Slattery, P.E.  
Director of Engineering Services

Contractor: MJE

\_\_\_\_\_  
Connie Marquez, City Clerk

\_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Nathan Littrell, Planning & Zoning Administrator  
**Date:** March 16, 2026  
**Subject:** Garcia Gardens Addition Plat  
**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to replat this property in order to allow for commercial and residential development.

**Recommendation:** It is City Staff's recommendation to approve this plat. On March 10, 2026, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** This plat consists of 12 residential lots and 4 commercial lots. The proposed lots meet their respective minimum requirements. The proposed plat includes new utility easements in addition to shared access easements. This property is currently vacant and is zoned C-2 Commercial Highway. The west portion intended for single-family development will need to be rezoned prior to development. This plat meets the City's zoning and subdivision regulations.

**City Commission Options:**

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

**Financial Considerations:** None

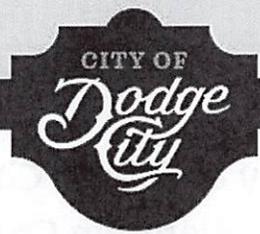
**Legal Considerations:** None

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

**Attachments:** Plat Application, Plat, Map

**Approved for the Agenda by:**

  
\_\_\_\_\_  
Josh Adams, Development Services Director



Case No. 26-01  
Date Filed 2/24/26

### Application for Plat Approval

Name of Subdivision Garcia Gardens Addition  
General Location South 2nd

Name of Property Owner Jose A Garcia Phone 620-255-6502  
Address 1806 Manor Dr Dodge City KS 67801

Name of Agent N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_

Name of Surveyor Ben Rumbaugh Phone 620-385-0547  
Address Po Box 428 Dodge City Spearville

Subdivision Information:

A. Gross Acreage of Plat 10.3 (Ac.)

B. Number of Lots:

- 1. Residential 12
- 2. Commercial 4
- 3. Industrial 0
- 4. Other 0

C. Minimum Lot Frontage 60 Feet

D. Minimum Lot Area 0.19 Ac = 8400 sqft

E. Existing Zoning C-2 Commercial Hwy

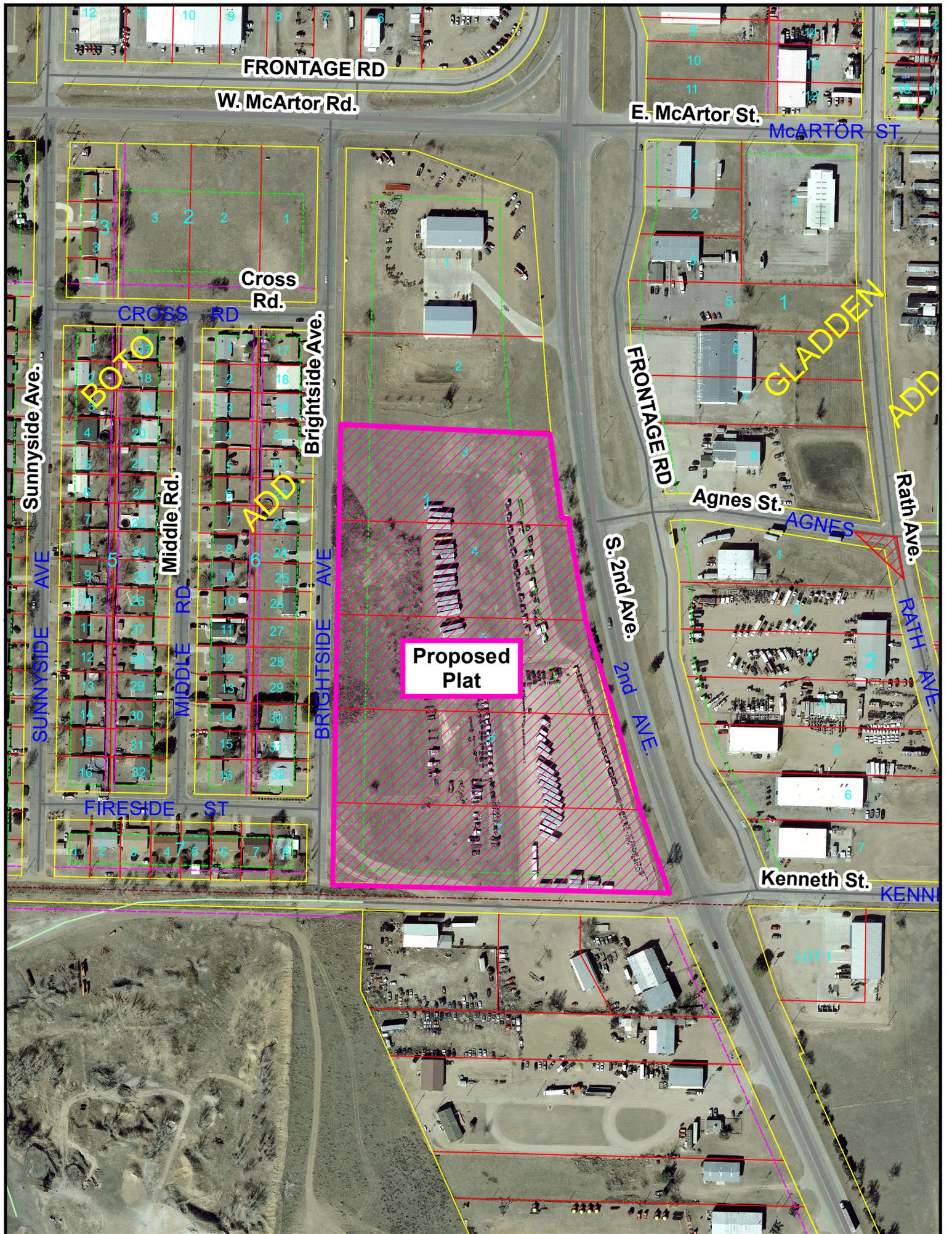
F. Proposed Zoning \_\_\_\_\_

G. Public Water Supply Yes X No \_\_\_\_\_

H. Public Sanitary Sewers Yes X No \_\_\_\_\_

**Office Use Only:**  
 Received in the office of the Zoning Administrator on February 24, 20 26,  
 together with the appropriate fee of \$ 180.00  
Nathan Little pd. cash 2/26/26  
 Name and Title gfb





FRONTAGE RD

W. McArtor Rd.

E. McArtor St.

McARTOR ST

Cross Rd.

CROSS RD

Brightside Ave.

Sunnyside Ave.

BOHO

Middle Rd.

ADD

BRIGHTSIDE AVE

FRONTAGE RD

GLADDEN

ADD

Rath Ave.

Agnes St.

AGNES

RATH AVE.

S. 2nd Ave.

2nd AVE.

Proposed Plat

FIRESIDE ST

Kenneth St.

KENNI

LOT 1



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Nathan Littrell, Planning & Zoning Administrator  
**Date:** March 16, 2026  
**Subject:** Holiday Addition Plat  
**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to replat this property in order to sell a portion of the property.

**Recommendation:** It is City Staff's recommendation to approve this plat. On March 10, 2026, the Planning Commission reviewed and voted 6-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** The applicant is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This property is zoned C-2 Commercial Highway, is currently developed and consists of a motel and restaurant. This plat consists of 2 lots and establishes a mutual access easement for the 2 lots.

**City Commission Options:**

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

**Financial Considerations:** None

**Legal Considerations:** None

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

**Attachments:** Plat Application, Plat, Map

**Approved for the Agenda by:**

Josh Adams, Development Services Director



Case No. 26-03

Date Filed 3/3/26

### Application for Plat Approval

Name of Subdivision HOLIDAY ADDITION  
General Location West Wyatt Earp

Name of Property Owner Jose Angel Garcia Phone 620-430-2437  
Address 2100 W Wyatt Earp Dodge City

Name of Agent N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_

Name of Surveyor Ben Rumbaugh Phone 620-385-0547  
Address PO Box 1058 Dodge City

Subdivision Information:

- A. Gross Acreage of Plat 1.05 (Ac.)
- B. Number of Lots:
  - 1. Residential 0
  - 2. Commercial 2
  - 3. Industrial 0
  - 4. Other 0
- C. Minimum Lot Frontage 68 feet
- D. Minimum Lot Area 0.30 Ac 13250 sqft
- E. Existing Zoning C2
- F. Proposed Zoning C2
- G. Public Water Supply Yes X No \_\_\_\_\_
- H. Public Sanitary Sewers Yes X No \_\_\_\_\_

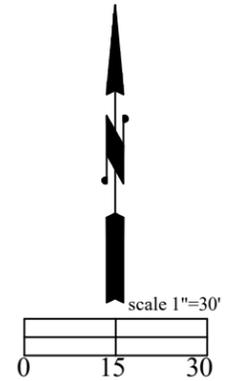
Office Use Only:

Received in the office of the Zoning Administrator on March 3, 2026,  
together with the appropriate fee of \$ 50.00

Nathan Littel Planning + Zoning Admin.  
Name and Title

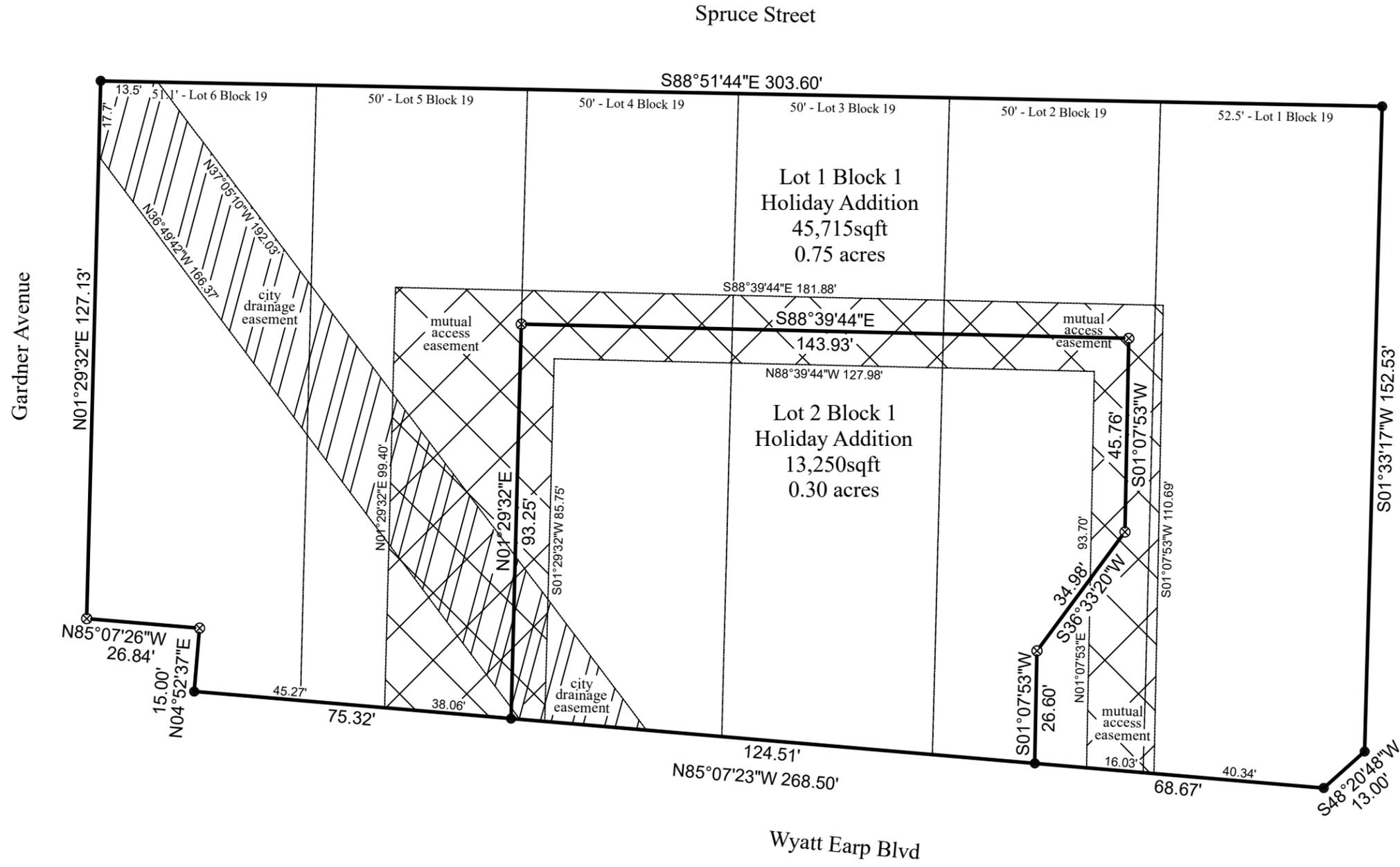
# Holiday Addition

a REPLAT of Block 19, Westlawn Addition,  
 a part of the Southeast Quarter of Section 27,  
 Township 26 South, Range 25 West of the 6th P.M.,  
 City of Dodge City, Ford County, Kansas



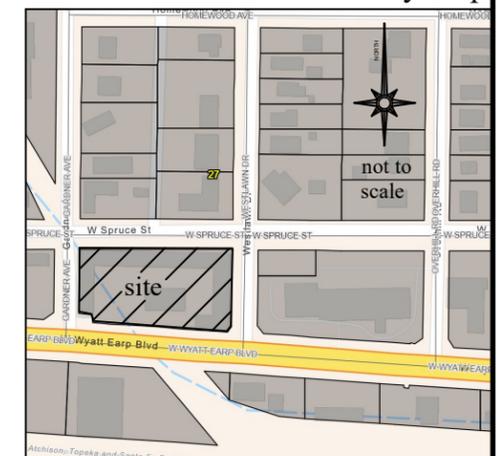
## Legend

- set 1/2"x24" bar and plastic cap PS1601
- ⊗ set mag nail on pavement



Notes:  
 -Some improvements and setbacks are not shown by agreement with the client. Known easements are shown. Other easements may exist.  
 -Survey control is based on found original monuments in different areas of Westlawn Addition and is not shown on this survey.

## Vicinity Map



# Holiday Addition

a REPLAT of Block 19, Westlawn Addition,  
a part of the Southeast Quarter of Section 27,  
Township 26 South, Range 25 West of the 6th P.M.,  
City of Dodge City, Ford County, Kansas

## OWNER'S CERTIFICATE

The undersigned, Jose Angel Garcia Gomez,  
hereby certify that he is the owner and has caused  
to be laid out and platted a tract of land to be  
called Holiday Addition to the City of Dodge City,  
Ford County, Kansas.

The undersigned, as such owner, does hereby state  
that all easements and street rights of way as  
shown on this plat are hereby dedicated to the  
public.

IN WITNESS WHEREOF this dedication is  
executed

this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jose Angel Garcia Gomez

## NOTARY ACKNOWLEDGEMENT

State of Kansas )  
County of Ford ) ss  
This dedication was acknowledged before me, the  
undersigned notary public, by Jose Angel Garcia  
Gomez,

this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

## DODGE CITY PLANNING COMMISSION

State of Kansas )  
County of Ford) ss

This plat has been submitted to and approved by  
the Dodge City Planning Commission

this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Littrell, Secretary

\_\_\_\_\_  
Date

## SURVEYOR CERTIFICATION:

I hereby certify that the sketch hereon correctly  
represents a survey made by me on 1-19-2026,  
and, to the best of my knowledge, property  
boundary lines have been established,  
re-established, in accordance with recorded plats,  
existing monuments, and/or evidence of  
obliterated monument locations, and other  
information of public record.

## CITY APPROVAL

State of Kansas )  
County of Ford ) ss

This plat has been submitted and examined by the  
governing body of the City of Dodge City, Ford  
County, Kansas, at the regular meeting held on

the \_\_\_\_ day of \_\_\_\_\_, 2026, and  
has been approved

this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Daniel Pogue  
Mayor

\_\_\_\_\_  
Celyn Hurtado  
City Clerk

## FORD COUNTY REVIEW SURVEYOR

I, Mike Klein, hereby certify that this survey plat  
was reviewed by me and that it is in compliance  
with K.S.A. 58-2005 and the Kansas Minimum  
Standards for Boundary Surveys.

## REGISTER of DEEDS CERTIFICATE:

STATE OF KANSAS )  
COUNTY OF FORD )

This is to certify that this instrument was filed for record in  
the office of the Ford County Register of Deeds on this

\_\_\_\_ day of \_\_\_\_\_, 2026 at

\_\_\_\_ o'clock \_\_M in

Cabinet/Slide # \_\_\_\_\_, Doc ID # \_\_\_\_\_

and is duly recorded.

\_\_\_\_\_  
Brenda Pogue, Ford County Register of Deeds

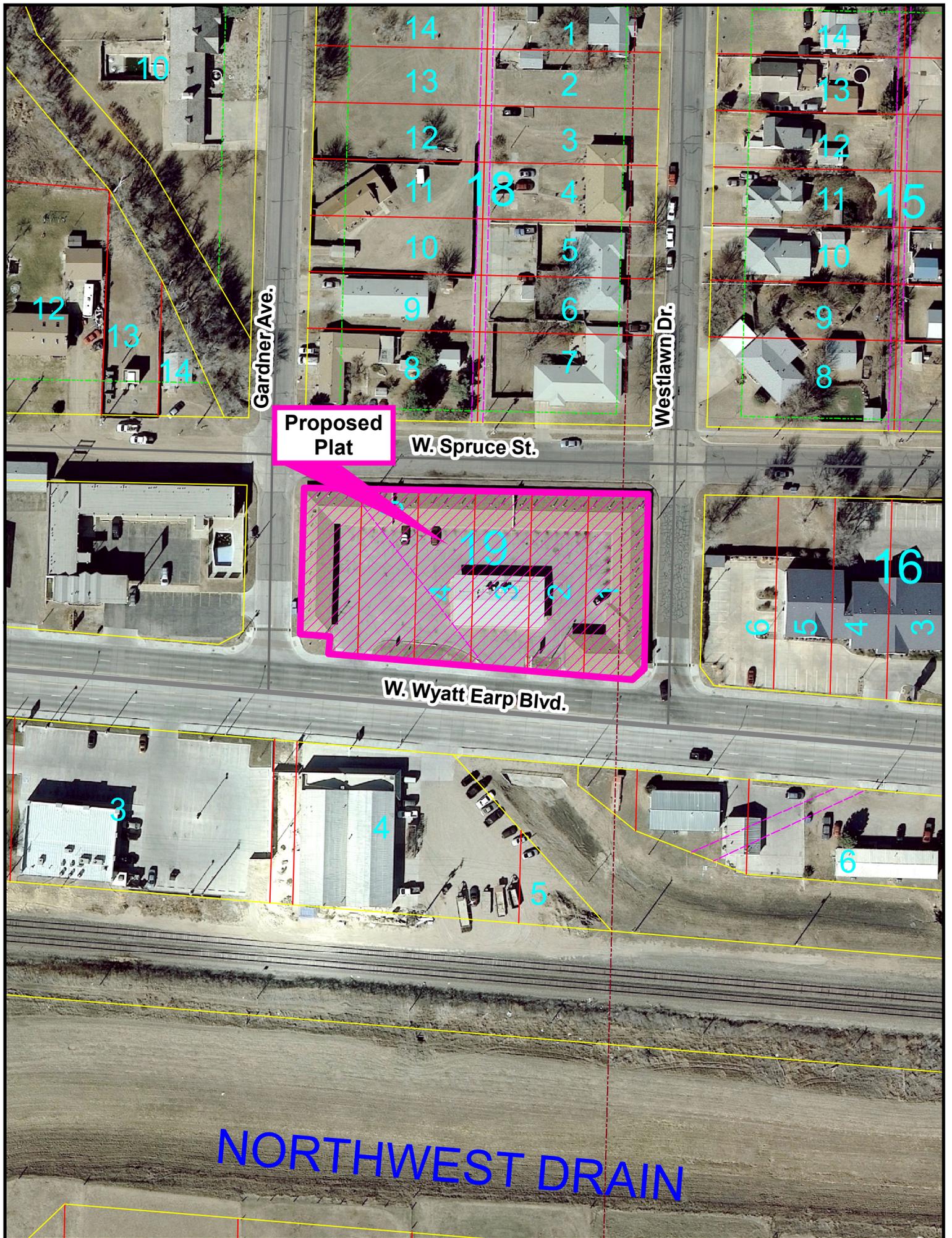
Fee total \$ \_\_\_\_\_

## TRANSFER RECORD CERTIFICATE:

This is to certify that this instrument was entered into the  
Transfer Record on this

\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Debbie Cox, Ford County Clerk



Proposed Plat

W. Spruce St.

W. Wyatt Earp Blvd.

Gardner Ave.

Westlawn Dr.

NORTHWEST DRAIN



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** February 16, 2026  
**Subject:** Approve Change Order #3 from GeoStabilization International (GSI) to fill the void and complete additional compaction grouting because of the Anaerobic #4 Failure, SS 2101  
**Agenda Item:** New Business

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**Purpose:** Change Order #3 provides additional hours for a winch operator to assist in the grouting procedure.

**Recommendation:** Approve Change Order #3 from GSI, for additional hours for a winch operator to assist in the grouting procedure in the amount of \$48,720.00.

**Background:** When placing grout on the slope walls of the anaerobic and aerobic cells the grouting equipment must be stabilized by a winch connection to a dozer setting on flat ground. Due to insurance restrictions, UCI could not provide an operator. GSI had the ability to provide an operator, however the number of days required for an operator has increased to 40 workdays. GSI is estimating the number of days to complete the grouting on the slope walls, the number of days may be reduced once work begins on the aerobic lagoon, since not as much grouting is anticipated.

GSI has completed the grouting outside the Anaerobic lagoon and working inside the lagoon.

**City Commission Options:**

1. Approve Change Order
2. Reject Change Order
3. Table for further discussion

**Financial Considerations:**

Amount: \$48,720.00

Fund: Wastewater Treatment Fund

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving this proposal, the City will need to make payments to GSI for the work completed.

**Mission/Values:** This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

**Attachments:** GSI CO #3

Approved for the Agenda by:

*Ray Slattery, PE*

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Ray Slattery, PE, Dir. of Engineering Services



March 11, 2026

Mr. Ray Slattery, P.E.  
Mr. Tanner Rutschman, P.E.  
Engineering Services  
City of Dodge City  
Dodge City, KS 67801

**SUBJECT: GSI CHANGE ORDER #3 REQUEST  
REPAIR OF EXISTING VOID AND GROUND IMPROVEMENT  
WASTEWATER TREATMENT PLANT (WWTP) EXPANSION  
ANAEROBIC CELL NO. 4 STABILIZATION  
CITY OF DODGE CITY, FORD COUNTY KS  
GPS COORDINATES: 37.586965°, -100.022144°**

Ray and Tanner:

As requested, GSI is providing this CO request for additional funding for the referenced project. This proposal is based on GSI's observations, estimates and subsurface information that has been gathered during the initial phase of ground stabilization efforts. We thank you for the opportunity to continue providing pricing for this project.

### **SITE NOTES AND APPROACH**

As you know, UCI is unable to provide the requested winch tractor support as outlined in GSI's original proposal and contract document. GSI has been providing these services as requested. Per our conversation and your direction, GSI can continue providing these services as requested.

### **GSI's REVISED SCOPE OF WORK**

At this time, GSI is estimating the ongoing compaction grouting work located within the Anaerobic and/or future work in the Aerobic Cell will require an additional 40 days (i.e., required winch support time).

### **COST AND SCHEDULE ESTIMATE**

GSI proposes to perform the work described herein based on the price listed below and the conditions attached to the original proposal. The support price will be \$1,218 per day. This includes operator labor, pickup truck w/small support items, and project per diem (lodging & meals). This rate only includes operation of the winch tractor. Equipment cost, fuel, required maintenance, parts or repairs and any additional items associated with the winch tractor are the responsibility of Others. This rate is based upon GSI's typical work schedule: 10 hrs./day and a 6-day work week.

The prices included herein are based and expressly conditioned on continuous unobstructed work. Should the work not proceed as continuous unobstructed work, the price to perform the work may increase. Additional costs may be accrued, as weather delays impact on the project and/or additional drilling time or grouting is required.



The following table provides a summary of GSI's CO#3 request.

Item	Description	Quantity	Unit	Unit Price	Total Price
12	Winch Tractor Operator	40	EA	\$ 1,218.00	\$ 48,720.00
13	Winch Tractor Operator Weather Day	--	DY	\$731	--
<b>Total Price:</b>					<b>\$ 48,720.00</b>

**Offer Validity** – This offer expires 30 days from the date transmitted.

**CLOSING AND ACCEPTANCE**

We appreciate the opportunity to provide this approach and proposal and to work with the City of Dodge City on this complex and important project. Please feel free to reach out with any questions on this proposal.

Sincerely,

**GEOSTABILIZATION INTERNATIONAL**

*Carl Sarver*

Senior PM  
[carl.sarver@gsi.us](mailto:carl.sarver@gsi.us) / 412-667-8494

**CITY OF DODGE CITY**

Accepted by: \_\_\_\_\_  
(Signature)

Accepted by: \_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

Company: \_\_\_\_\_  
(If different than above)

Date: \_\_\_\_\_

Attachments: Appendix 1- Scope Clarifications (per original proposal/contract)  
Appendix 2 –Terms and Conditions (per original proposal/contract)